CITY OF LAREDO

RECOGNITION AND COMMUNICATION NOTICE
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
August 5, 2019
5:00 P.M.

The Mayor will be presenting the following:

1. Recognizing Miss Teen Continental Model 2019-2020 Alexandra Sanabria for all her hard work and accomplishments.

2. Recognition of Laredo Lab Hoops 12 year old boys basketball team on winning the 2019 Skyhook International Basketball Tournament championship in Round Rock, Texas on July 14, 2019. The Laredo team battled teams from Puerto Rico, Mexico, Austin, and other Texas cities for 3 days to bring the title home to Laredo.

3. Recognizing local students from Harvard, Texas A&M, Carnegie Mellon, Texas A&M International University and high schools participating in the MileOne Innovation Challenge, a 3 week "hackathon" style event, gives entrepreneurs and developers the opportunity to work alongside industry leaders in order to bring technology and innovation to the Trade & Logistics industry.

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CITY OF LAREDO

CITY COUNCIL MEETING

A-2019-R-12
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
August 5, 2019
5:30 P.M.

DISABILITY ACCESS STATEMENT

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact Jose A. Valdez Jr., City Secretary, at (956) 791-7308 at least two working days prior to the meeting so that appropriate arrangements can be made. The

accessible entrance and accessible parking spaces are located at City Hall, 1100 Victoria Ave. Out of consideration for all attendees of the City Council meetings, please turn off all cellular phones and pagers, or place on inaudible signal. Thank you for your consideration.
Pursuant to the Texas Penal Code (trespass by holder of license to carry a handgun), a person licensed under Subchapter H, Chapter 411, Government Code (Concealed Handgun Law or Handgun Licensing Law), may not enter into the City Council Chamber while City Council is in session with a concealed or openly-carried handgun.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. MOMENT OF SILENCE

IV. ROLL CALL

V. MINUTES

Approval of the minutes of July 1, 2019 and July 26, 2019

Citizen comments
Citizens are required to fill out a witness card and submit it to the City Secretary no later than 5:45 p.m. and identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. No more than three (3) persons will be allowed to speak on any side of an issue. Should there be more than three (3) people who wish to speak on a particular issue, they need to select not more than three (3) representatives to speak for them and the presiding officer may limit the public comments further in the interest of an orderly meeting. Speakers may not pass their minutes to any other speaker. Comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

VI. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

1. Appointment by Mayor and City Council of Michelle Devez to the Animal Care Services Advisory Board.

2. Appointment by Mayor Pro-Tempore Roberto Balli of Martha Llanas to the Animal Care Services Advisory Board.

3. Appointment by Council Member Vidal Rodriguez of Laura Llanes to the Animal Care Services Advisory Board.

VII. PUBLIC HEARINGS

1. **Public Hearing and Introductory Ordinance** amending Chapter 6, Article I, Section 6-19(d) "Safety of Animals in Motor Vehicles" to prohibit transporting an animal within the open bed of a pickup truck, flatbed or similar vehicle where the animal is not safely enclosed; to prohibit transporting an animal within the open bed of a pickup truck, flatbed or similar vehicle where the animal is directly on a metal surface or similar surface without sufficient protection when temperatures are at or above ninety (90) degrees Fahrenheit; providing a cumulative and repealer clause; providing a severability clause; providing for publication; providing for a penalty; and declaring an effective date.

2. **Public Hearing and Introductory Ordinance** authorizing the Co-Interim City Managers to accept and enter into a continuation contract with the Health and Human Services Commission (HHSC), amending the FY 2018-2019 budget by appropriating additional revenues and expenditures in the amount of $324,008.00 for a total award of $648,016.00 and amending the FY 2018-2019 Full-Time Equivalent (FTE) Position Listing by adding one (1) Medical Office Assistant II, R30 for the City of Laredo Health Department (CLHD) Healthy Texas Women project to provide primary care, women's preventive health care, prenatal care, family planning, chronic disease prevention, preventive health services, diagnostic, and laboratory services for the term period from September 1, 2019 through August 31, 2021.

3. **Public Hearing and Introductory Ordinance** authorizing the Co-Interim City Managers to execute all necessary documents to convey a 30' ingress and egress access easement and a utility easement to Branch Towers III, LLC. for the installation of communications tower in accordance to the terms stated in a lease with Branch Towers III, LLC, executed on May 20, 2019, on a site legally described as being a portion of that certain tract of land as described and recorded in Volume 1420, Page 433 in the Office of the County Clerk, Webb County, Texas, lying in Lot 12, Block 1, of the El Eden B. P. Newman Park Plat Subdivision, Laredo, Webb County, Texas, more particularly depicted in attached Exhibit "A" Boundary Survey, Exhibit "B" Aerial image and Exhibit "C" Lease Agreement, for a five (5) year term with five (5) successive five (5) year options to renew; and providing for an effective date.

4. **Public Hearing and Introductory Ordinance** authorizing the Co-Interim City Managers to execute legal documents conveying a perpetual easement and right of way to AEP Texas, Inc. over, under, across, and upon a .0668 acre tract of land, more or less, situated in Porcion 23, Leonardo Sanches, Original Grantee, Abstract 283, City of Laredo, Webb County, Texas; said .0668 acre tract being out of a tract called to contain 48.8857 acres as per "Deed of Exchange, Correction, and Substitution" conveyed to Del Mar Conservation District filed of record in Volume 1071, Pages 445-456, Deed Records of Webb County, Texas. This 48.8857 acre tract officially became City of Laredo, Texas property by annexation Ordinance No. 84-O-694 effective March 23, 1984 and is commonly known as the North Laredo

Wastewater Treatment Plant (NLWWTP); said .0668 acre tract is more particularly described by metes and bounds in attached “Exhibit A” and boundary survey in attached “Exhibit B”; and providing for an effective date.

5. **Public Hearing and Introductory Ordinance** authorizing Co-Interim City Managers to amend the FY 2018-2019 budget by appropriating additional revenues and expenditures in the amount of $791,295.00 for a total of $5,142,631.00 for the City of Laredo Health Department Women, Infant, and Children (WIC) Program for the term from October 1, 2018 through September 30, 2019. These additional funds were awarded by the Health and Human Services Commission (HHSC) for a modular building and other improvements.

6. **Public Hearing and Introductory Ordinance** amending the City of Laredo Fiscal Year 2018-2019 Health and Benefits Fund by appropriating a draw down of $2,600,000.00 from its opening balance and appropriating it for medical and prescription claims.

7. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 22, Block 1, Deerfield Subdivision, Phase 4, located at 1002 Big Bend Blvd., from B-1 (Limited Commercial District) to B-4 (Highway Commercial District); providing for publication and effective date.

   The Planning & Zoning recommended denial of the zone change, and staff does not support the zone change, for it does not conform with the Comprehensive Plan's designation of this area as Neighborhood Mixed Use that excludes B-4 zoning district. Therefore the applicant has since exercised the right to appeal this decision directly to City Council.

   ZC-38-2019
   District VII

8. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 3.74 acres, as further described by Metes & Bounds Exhibit A, located on the North side of FM 1472 Rd., AG (Agricultural District) to M-1 (Light Manufacturing District); providing for publication and effective date.

   The Planning & Zoning Commission recommended approval of the zone change, and staff supports the application.

   ZC-39-2019
   District VII

9. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by repealing Ordinance 2004-0-063 and authorizing the issuance of a Conditional Use Permit for general automotive repairs on Lots 19 & 20, Block 30, Vista Hermosa Unit II, located at 5417 and 5419 McPherson Rd; providing for publication and effective date.

The Planning & Zoning Commission recommended approval of the Conditional Use Permit, and staff supports the application.

ZC-40-2019
District V

10. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 20, Block 5, Santa Rita Subdivision, Unit XIV, located at 104 Frank Sciaraffa Dr., from R-1A (Single Family Reduced Area District) to R-1MH (Single Family Manufactured Housing District); providing for publication and effective date.

The Planning and Zoning Commission recommended approval of the zone change, and staff supports the application.

ZC-44-2019
District III

11. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 18, Block 5, Santa Rita Subdivision, Unit XIV, located at 108 Frank Sciaraffa Dr., from R-1A (Single Family Reduced Area District) to R-1MH (Single Family Manufactured Housing District); providing for publication and effective date.

The Planning and Zoning Commission recommended approval of the zone change, and staff supports the application.

ZC-45-2019
District III

12. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, 7 and 8, Block 1605, Eastern Division, located at 2701 Norton St., from R-2 (Multi-Family Residential District) to R-O (Residential/Office District); providing for publication and effective date.

The Planning and Zoning Commission recommended approval of the zone change, and staff supports the application.

ZC-46-2019
District II

13. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well), on approximately 2.87 acres out of Porcion 38, Abstract 472, T Sanchez Tract, located South of Obsidian Blvd. and East of US Hwy. 83, Frontage Rd; providing for publication and effective date.

The Planning and Zoning Commission recommended approval of the Special Use Permit, and staff supports the application.

ZC-47-2019
District I

14. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well), on Lot 11, Block 1, Santa Rita Subdivision IX, located at 139 Asturias Ct. providing for publication and effective date.

The Planning and Zoning Commission recommended approval of the Special Use Permit, and staff supports the application.

ZC-48-2019
District III

15. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well), on Lot 1, Block 1, Riverhill Commercial Subdivision, Unit XIV, located at 801 Riverhill Loop; providing for publication and effective date.

The Planning and Zoning Commission recommended approval of the Special Use Permit, and staff supports the application.

ZC-49-2019
District III

16. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 14.40 acres, (described by metes and bounds in attached Exhibit “A”), located West of Century Blvd. and South of Jaime Zapata Memorial Hwy., from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area District); providing for publication and effective date.

The Planning and Zoning Commission recommended approval of the zone change, and staff supports the application.

ZC-50-2019
District I

17. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 3.95 acres, (described by metes and bounds in attached Exhibit "A"), located South of Jaime Zapata Memorial Hwy., from B-3 (Community Business District) to R-1A (Single Family Reduced Area District); providing for publication and effective date.

    The Planning and Zoning Commission recommended approval of the zone change, and staff supports the application.

    ZC-51-2019
    District I

18. **Public Hearing and Introductory Ordinance** authorizing the Co-Interim City Managers to amend the FY2018-2019 El Metro Operations Budget (558) expenditures and transferring funds from Transit Sales Tax (518) to El Metro Operations fund (558) in the amount of $104,622.00. These funds will be used to develop and implement a Pilot Urban Circulator Program.

19. **Public Hearing and Introductory Ordinance** authorizing the Co-Interim City Managers to amend the FY2018-2019 Capital Grants budget by drawing down from fund balance $63,668.00 to cover the local match of $72,000.00 for Advanced Funding Agreement (AFA) No. CSJ-0922-33-181 with the Texas Department of Transportation for the MPO ADA Bus Stops and Bicycles Plazas Improvement Project.

20. **Public Hearing and Introductory Ordinance** amending Ordinance No. 2019-O-071, Chapter 31 (Utilities), Article III, (WATER), Division 3 (RATES AND CHARGES), section 31-138 (Water Rates) by renaming Table 4 called the multifamily rates from Water Demand Fees and creating Table 5, named Water Demand Fees, per year from October 1, 2019 to October 1, 2022 at the levels indicated in the rate tables provided within this ordinance. Also, correcting the typo in Table 1. These rates will automatically go into effect on October 1, 2019 and for each subsequent year thereafter though October 1, 2022; providing for an annual rate adjustment of 3% for all customer classes beginning October 1, 2023 and each year thereafter; providing for publication and an effective date.

(Recess)
(Press Availability)

VIII. INTRODUCTORY ORDINANCES

21. Amending the City of Laredo Land Development Code, Chapter 24, Article IV, Section 24.77.2 (8) entitled Front Yard Setback Requirements by adding subsection (d) intended to allow the construction of carports up to the property line, measured vertically, subject to easements, site visibility, and minimum parking requirements.

22. An Ordinance of the City of Laredo, Texas, establishing the rental rate and tenant policies for a single-family dwelling located at 419 "A" Zaragoza St., by setting the monthly rental fee amount as $500.00 for a two bedroom unit; providing for rent to be charged at affordable rents for elderly individuals; providing security deposit for new tenants at the same rate as the rental amount; providing for rents to be in compliance and charged at HOME program rent limits; occupancy to be limited to persons aged 62 years or older with incomes at or below the area median income, as set annually by the U.S Department of Housing and Urban Development; repealing all ordinances or parts of ordinances in conflict herewith; providing a severability clause; and providing an effective date.

23. An Ordinance of the City of Laredo, Texas, establishing the rental rate and tenant policies for a single-family dwelling located at 3016 Clark Boulevard, by setting the monthly rental fee amount as $570.00 for a three bedroom unit; providing for rent to be charged at affordable rents; providing security deposit for new tenants at the same rate as the rental amount; repealing all ordinances or parts of ordinances in conflict herewith; providing a severability clause; and providing an effective date.

24. Authorizing the Co-Interim City Managers to execute all documents for the purchase of the "Surface Only" of 222 Allen Drive from Erika Medina in the negotiated amount of Twenty-Five Thousand dollars and no cents ($25,000.00), legally described as situated in Webb County, Texas and being the Surface Only of Lot Number Four Hundred Twenty-One (421), in Block Number Twenty-Two (22), River View Estates Subdivision, Unit 2C, Subdivision situated in the City of Laredo, as per Plat recorded in Volume 10, Page 24 and Replat recorded in Volume 15, Page 20, Webb County Plat records as described in Survey, Exhibit "A". This tract will provide for drainage improvements in order to alleviate flooding concerns and for public use as a connector and a continuation to the Father McNaboe Hike and Bike Trail; and providing for an effective date. Funding is available through the Environmental Services Funds.

25. Authorizing the Co-Interim City Managers to allow for the temporary street closure of 400 Block of Tatangelo Parkway (between Iturbide St. & Lincoln St.) from 6 PM to 6 AM on Thursday, Friday, and Saturday as a means to increase pedestrian safety. Said temporary closure is more accurately depicted on Exhibit "A", an aerial map of location; and providing for an effective date.

26. Closing and vacating as a public easement, a section of 1900 Bismark Street, in District III, between South Meadow Street and Buena Vista Avenue, legally described as an undeveloped tract of land containing 9,832 sq. ft. (0.2257 Acre) tract of land, more or less, situated within the limits of the City of Laredo and Webb County, Texas, being out and part of Bismark Street, Right-Of-Way (East of Buena Vista Avenue and West of South Meadow Avenue) in the City of Laredo, Eastern Division, as recorded in Volume 7, Page 15 of the Webb County Plat Records. The City of Laredo reserves any and all apparent and visible easements recorded or not recorded; hereof, closed as a public easement and providing for an effective date.

27. Authorizing the Co-Interim City Managers to enter into license agreements with local associations for the use of City playing fields for youth and adult programs, the term of each being from March 1, 2019 through December 1, 2019. No fee will be charged by the City to the associations in view of the public benefit in permitting the associations to use the City's facilities for baseball, softball, soccer and flag football for the benefit of the youth of Laredo.

28. An Ordinance of the City of Laredo, TX amending the Chapter 19 (Motor Vehicles and Traffic), Article XII (Transit System), Division 3 (Bus Bench Advertising), Section 19-581, of the Code of Ordinances to add the Transit Bus Bench Advertising Fees.

29. Amending the Transit Department FTEs by creating one (1) additional position for a Transit Advertisement Specialist. Funding is available in the El Metro General Administration Fund.

30. Amending Chapter 31 (Utilities), Article II, division 1, Section 31-16, Article III, Division 4 by deleting sections 31-141.15-31-141.88 and creating Article V (Water conservation and drought contingency plan) sections 31-195 through 31-242. Amending sections 31-195, 31-197, 31-199, 31-200 through 31-205, 31-208, 31-212, 31-213, 31-214, 31-215, 31-217, 31-220, , 31-221, 31-228, 31-236, 31-238, 31-240. Adding section 31-210 and removing section 31-219. Providing for severability and publication date.

IX. FINAL READING OF ORDINANCES

31. **2019-O-102** An Ordinance amending Chapter 7, Buildings and Building Regulations, Section 7-2 of the Code of Ordinances and Chapter 24, Appendix D, Permit Fees, to establish new building permit and plan/checking fees for residential construction in accordance with HB 852; providing a cumulative and repealer clause; providing a severability clause; providing for publication; providing for a penalty; and declaring an effective date (AS AMENDED).

32. **2019-O-103** Amending Chapter 31, (Utilities), Article III (water) Division 3 (rates and charges), of the City's Code of Ordinances related to the establishment of a new rate schedule for different categories of wastewater effluent sales; providing a savings clause; providing a severability clause; providing a penalty provision and providing an effective date.

33. **2019-O-104** Ratifying the execution of a contract amendment from the Texas Department of State Health Services (DSHS), amending the FY 2018-2019 budget by appropriating additional revenues and expenditures in the amount of $70,000.00 for a total of $205,000.00 for the City of Laredo Health Department (CLHD) Healthy Texas Mothers and Babies Program (formerly Healthy Texas Babies) to promote maternal child health services, womens health and well-being for the term from September 1, 2018 through August 31, 2020.

34. **2019-O-105** Authorizing the Co-Interim City Managers to execute an Interlocal Agreement between the City of Laredo (City), the Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA), and the Webb County Drainage District No. 1 (Drainage District) for the development of a new arterial road, as further identified in attached Exhibits 3 and 4, extending from the intersection of Loop 20 (Cuatro Vientos Road) and Los Presidentes Avenue to its intersection with the extension of Concord Hills Boulevard. Also authorizing the Co-Interim City Managers to amend the FY2018-2019 Capital Grants Fund Budget by appropriating the estimated total project cost of $3,070,000.00, which will include: design, permitting, construction, construction oversight, Federal Emergency Management Agency ("FEMA") coordination, and environmental clearance. The Laredo District of the Texas Department of Transportation ("TxDOT") has committed to construct acceleration and deceleration lanes on Loop 20 (Cuatro Vientos Road), which will provide access to the project, at a cost of approximately $730,000.00. Contributions toward the total estimated $3,070,000.00 project cost are as follows: $1,400,000.00 by the City, $600,000.00 by the Drainage District, and $1,070,000.00 by the WC-CL RMA. Funding is available in the Capital Grants Fund.

35. **2019-O-106** Authorizing the Co-Interim City Managers to execute an Interlocal Agreement between the City of Laredo (City), and the Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA), for the development of turn lanes, as further identified in attached Exhibit, to be located at the intersection of Killam Industrial Boulevard and Farm to Market Road 1472 (Mines Road). Also authorizing the Co-Interim City Managers to amend the FY2018-2019 Capital Grants Fund Budget by appropriating the estimated total project cost of $2,700,000.00, which will include design, permitting, construction, construction oversight, and environmental clearance. Killam Development, Ltd. ("Killam") has committed to donating the required right-of-way ("ROW") to the project. Contributions towards the total estimated $2,700,000.00 project cost are as follows: $1,600,000.00 by the City, and $1,100,000.00 by the WC-CL RMA.

36. **2019-O-107** Amending the City of Laredo Fiscal Year 2019 Financial Task Force and Police Trust Fund budgets by transferring revenues, expenditures and fund balance of $3,644,140.00 to the Police Trust Fund. These amendments are transferred to the Financial Task Force equitable sharing funds to the Police Trust Fund due to the new equitable sharing guidelines that became effective this fiscal year.

37. **2019-O-109** An Ordinance of the City of Laredo, Texas, amending Chapter 2, Article II, Division 1, of the Code of Ordinances by repealing Section 2-29, "Reimbursements," and replacing with a new comprehensive Section 2-29, to be entitled "Compensation of Mayor and Council Members," to provide for all the compensation, allowable expenses, and any other benefits of the members of the City Council; providing for procedures for reimbursement of expenses; providing that business expenses associated with transportation/vehicle, home office, and cell phone will be reimbursed to members of the governing body under a non-accountable plan; providing that a member of the governing body may elect to be reimbursed under an accountable plan for the actual and necessary expenses associated with transportation/vehicle, home office, and cell phone with the corresponding expense substantiation on a form to be provided by the Director of Financial Services; providing for a cumulative clause and repealer clause; providing a severability clause; and declaring an effective date.

38. **2019-O-110** An Ordinance amending Section 2-157 of the Laredo City Code to provide that committee members shall automatically forfeit their appointed position for failure to attend four (4) regularly scheduled meetings only in one calendar year; to provide that a committee member who forfeits an appointed position for failure to attend four (4) regularly scheduled meetings is not eligible for appointment to any committee until the expiration of the current term of the appointing member of the City Council; providing that this ordinance shall be cumulative; providing a severability clause; and providing for an effective date.

39. **2019-O-111** An Ordinance of the City of Laredo, Texas, adopting the revised City of Laredo Priority Procedures Handbook for City Council and City boards, commissions, and committees; adopting rules governing the manner in which City Council meetings are conducted; providing for a cumulative clause; providing a severability clause; and declaring an effective date.

40. **2019-O-112** Authorizing the Co-Interim City Managers to amend the City of Laredo FY 2018-2019 to amend the City of Laredo FY 2018-2019 Parkland Acquisition and Park Improvement Fund budget to appropriate revenues and expenditures in the amount of $59,818.00. Revenues are from parkland improvement fees paid by the developers of Shiloh Highland and Kimberly Subdivisions. The expenditures will be utilized for the Divine Mercy Park improvements.

X. CONSENT AGENDA

All of the following items may be acted upon by one motion. No separate discussion or action on any of the items is necessary unless desired by a Council Member.

41. **AIRPORT**: STAFF SOURCE JEFFREY J. MILLER, AIRPORT DIRECTOR

a. Consideration to award contract FY19-076 Airport Pavement Markings Removal contract to lowest bidder Hi-Lite Airfield Services LLC from Adams Center, NY in amount of $99,799.18. This contract is for the removal of taxiway edge pavement markings for the Laredo International Airport to comply with FAA Advisory Circular "Standards for Airport Markings", AC No. 150/5340-1M dated 5/10/2019-Removal of Markings. Funding is available in the International Airport Fund.

42. **BRIDGE**: STAFF SOURCE YVETTE LIMON, BRIDGE DIRECTOR

a. **2019-R-99** Authorizing the Co-Interim City Managers to enter into and execute the Advanced Funding Agreement (CSJ #0922-33-178) for Coordinated Border Infrastructure Program Off-System by and between the State of Texas, acting by and through the Texas Department of Transportation, and the City of Laredo. The agreement is for the relocation and construction of four primary inspection booths, a non-intrusive inspection area, two exit control booths and access to the current secondary inspection facilities and hazardous material offsite containment facility at the World Trade International Bridge Port of Entry as shown in Attachment B of the agreement. Project cost is estimated at $11.7 million as shown in Attachment C of the agreement.

b. Authorizing the ratification of an emergency purchase order to R & A Construction, Laredo, TX in the amount of $395,529.00 for emergency repairs and improvements to the El Portal building at International Bridge Number 1. Funding is available in the Laredo Bridge System Fund.

43. **BUILDING**: STAFF SOURCE VICTOR LINARES, ACTING BUILDING DIRECTOR

a. **2019-R-106** Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Albino Santos Jr. for a proposed project located at 1220 E Bustamante Street, Lot 5; Block 665, eastern division that consists of new construction, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of $162,834.65, estimated annual tax abatement total of $1,032.38 and estimated total fee waivers of $3,492.00. Guidelines and criteria for the agreement are set forth in

the attached agreement and information.

b. **2019-R-107** Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Julio Cuevas for a proposed project located at 1318 Salinas Ave, Lot 7; Block 229, eastern division that consists of multi-family, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a ten (10) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of $355,500.00, estimated annual tax abatement total of $2,253.87 and estimated total fee waivers of $6,558.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

c. **2019-R-108** Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Raul Santos for a proposed project located at 2803 Corpus Christi St, Lot 1 & 2; Block 1703, eastern division that consists of new construction, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a ten (10) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of $126,685.00, estimated annual tax abatement total of $803.18 and estimated total fee waivers of $6,121.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

d. **2019-R-111** A resolution waiving garage or yard sale permit fees for garage or yard sales taking place August 9-11, 2019, in observance of National Garage Sale Day; amending Chapter 18, Article III, Section 18-15 of the Code of Ordinances by authorizing the City Manager, with the approval of the City Council, to periodically waive garage or yard sale permit fees when deemed in the best interest of the City; providing for a cumulative clause; providing a severability clause; and declaring an effective date.

44. **CITY ATTORNEY**: STAFF SOURCE KRISTINA L. HALE, CITY ATTORNEY

a. **2019-R-110** A Resolution of the City of Laredo,Texas finding that AEP Texas Inc.'s requested increase to its electric transmission and distribution rates and charges within the City should be denied; finding that the City's reasonable rate case expenses should be reimbursed; requiring reimbursement of rate case expenses; finding that the meeting at which this Resolution is passed was open to the public as required by law.

45. **COMMUNITY DEVELOPMENT**: STAFF SOURCE ARTURO GARCIA, COMMUNITY DEVELOPMENT DIRECTOR

a. Approving the submission of the 2019-2020 One Year Action Plan to the U.S. Department of Housing and Urban Development (HUD) request for funding in the amounts of $3,730,742.00 in 45th Action Year Community Development Block Grant (CDBG) funds, $1,085,399.00 through the HOME Investment Partnership Program (HOME), and $316,494.00 through the Emergency Solutions Grant (ESG). An additional $2,800.00 is anticipated to be received through CDBG program income, $72,000.00 in Housing Rehabilitation Revolving Loan funds, and $260,000.00 in HOME program income. Also authorizing the Co-Interim City Managers to execute all documents as a result of the Plan's submission. The plan identifies the projects proposed to be funded by HUD through entitlement program funds and anticipated program income, which are as follows:

	45th AY Community Development Block Grant	
1	Community Development Administration	$746,148
2	Housing Rehabilitation Administration	$306,308
3	Housing Rehabilitation Loan Program	$593,676
4	Code Enforcement	$505,182
5	Graffiti Removal Program	$ 30,671
6	Downtown Senior Recreational Program	$151,557
7	Ejido/Lomas del Sur Traffic Light Project	$150,000
8	Downtown Rental Rehabilitation Program	$275,000
9	Downtown Neighborhood Access Improvements	$100,000
10	District I – Ejido/Pita Mangana Traffic Light Project	$125,000
11	District II – Cigarroa Park Splash Pad	$225,000
12	District III – Design of South Laredo Nature Center Trails	$ 25,000
13	District IV - Sidewalks	$125,000
14	District V – De Llano Park Improvements	$125,000
15	District VII - Neighborhood Bike Lanes	$125,000
16	District VIII - Sidewalks	$125,000
	TOTAL	**$3,733,542**

	Revolving Loan	
17	Housing Rehabilitation Revolving Loan Administration	$ 7,027
18	Housing Rehabilitation Revolving Loan Program	$64,973
	TOTAL	**$72,000**

	HOME Investment Partnership Grant	
19	HOME Program Administration	$107,139
20	Down Payment Assistance Program (PI)	$260,000
21	Tenant-Based Rental Assistance	$390,000

22	Community Housing Development Organization (CHDO)	$162,810
23	Inner City Affordable Rental Housing	$425,450
	TOTAL	**$1,345,399**

	Emergency Solutions Grant	
24	ESG Program Administration	$16,258
25	Emergency Shelter – Shelter Operations	$95,000
26	Emergency Shelter – Essential Services	$45,000
27	Street Outreach	$ 9,884
28	Rapid Re-Housing	$82,352
29	Homelessness Prevention	$60,000
30	Homeless Management Information System (HMIS)	$ 8,000
	TOTAL	**$316,494**

b. Authorizing the Co-Interim City Managers to sell the “Surface Only” of a closed section of the 1900 Block of Bismark Street to Gerardo "Jerry" Salinas of Gateway Builders, LTD. It was appraised at the fair market value of $49,000.00 by a State Certified Independent appraiser Frank Leal. It is described as a tract of land containing 0.2257 acre (9,832 sq. ft.), more or less, out of Bismark Street R. O. W., situated in the Western Division of the City of Laredo, Webb County, Texas. The City of Laredo reserves any and all visible and apparent easements recorded or not recorded, being generally described in attached Exhibit "A", and approving the Post Closure Property Improvement Plan as described in Exhibit "B", which is in compliance with Section 10 of the Street Closing/Sales Policy Handbook, and providing for an effective date.

c. Authorizing the Co-Interim City Managers to grant housing priority to West Care Permanent Supportive Housing Program participants at risk of being homeless due to the end of their funding for their program. Priority is being requested for the Laredo Municipal Housing waiting list and the HOME program Elderly waiting list. This housing priority will be to prevent program participants from becoming homeless and provide housing priority status for program participants that meet all municipal housing rental requirements. This authorization would also provide for any necessary HOME program policy update to allow prioritizing these participants only for this one-time.

d. Authorizing the Co-Interim City Managers to reallocate the unexpended contract amount of $10,668.17 for Emergency Solutions Grant (ESG) funds awarded to the Salvation Army on December 4, 2017. The contract ended on June 30, 2019 and a balance of $10,688.17 remains unexpended. Staff is recommending awarding the reallocation of $5,344.09 to Bethany House of Laredo and $5,344.08 to Casa de Misericordia, and authorizing the amendment of their current contracts in order to provide additional funds for providing Emergency Shelter Operations for the

homeless. This reallocation is needed in order to expend all funds by September 30, 2019, as required by the Department of Housing and Urban Development (HUD). Funding is available in 2017 ESG Grant Year.

e. Authorizing the Co-Interim City Managers to request assistance and partner with the Texas Army National Guard through its Operation Crackdown Program and to authorize the waiver of all applicable City fees to assist the City in demolishing abandoned and neglected structures that have a history of drug and criminal activity and pose an immediate danger to neighborhood residents. The program provides for the no cost demolition of identified structures and the City being responsible for obtaining the necessary clearances, court orders, warrants and/or permits for the destruction and removal/disposal of debris.

f. Authorizing the Co-Interim City Managers to amend the Laredo Main Street FY 2018-2019 contract regarding the requested change to the Jamboozie Festival date from September to November 2, 2019 and also the location from the heart of the Laredo downtown area to the Tres Laredos Park. All expenses will be encumbered in FY 2018-2019 Hotel Motel budget.

46. **ENGINEERING**: STAFF SOURCE RAMON E. CHAVEZ, CITY ENGINEER

a. **2019-R-109** Authorizing the Co-Interim City Managers to execute an Interlocal Cooperation Agreement by and between the City of Laredo and Webb County for the preliminary engineering including schematic and environmental for the Hachar-Reuthinger Extension (F.M. 1472 to IH-35 West Frontage Road); and declaring an effective date. Funds are available in the 2016 Tax T/E CO Bond.

b. Consideration for approval of amendment no. 3 an increase of $84,400.00 to the professional services contract with Structural Engineering Associates, Inc., San Antonio, Texas, for the World Trade International Bridge, US Customs Exit Booth Expansion for additional design, surveying and construction services for the FAST Lanes relocation portion of overall project. Current engineering contract amount with this amendment is $1,978,534.00. Funding is available in the Bridge Construction Fund-Buildings.

c. Consideration for approval of acceptance of the CDBG Freddy Benavides Recreational (Sisters of Mercy) Water Feature (Lazy River) adjacent to the City of Laredo Cigarroa Recreation Center Swimming Pool at 2201 Zacatecas Street as complete, release retainage, and approval of final payment in the amount of $21,533.09 to RLI Insurance Co, the Surety company which completed the project after the contract was terminated with Ayala Pools dba Sunset Pools on December 20, 2018. The surety company, together with the City of Laredo, successfully completed the items not completed by the original contractor, Sunset Pools. There is an amount of $142,395.00 remaining including $71,000.00 plus $71,395.00

retainage. The remaining funds in the amount of $120,861.91 from the original contract will be used for other amenities on site. Final contract amount is $1,498,900.00. Funding is available in the Community Development Fund, Capital Improvements Fund, 2014 CO, 2015 CO and 2016 CO Issue.

47. **ENVIRONMENTAL**: STAFF SOURCE JOHN PORTER, ENVIRONMENTAL DIRECTOR

a. Consideration to renew contract FY17-042 for the Chacon Creek Hike/Bike Trail Maintenance to low bidder Romo Contractors, Laredo, TX for an amount of $85,900.00 per year. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution and subject to future appropriations. This is the last extension period. Funding for this contract is available in the Environmental Services Department Budget.

48. **FIRE**: STAFF SOURCE STEVE LANDIN, FIRE CHIEF

a. Consideration to renew and amend contract FY16-027 to Galls, LLC., Lexington, KY. This contract amendment is to allow for a six (6) percent increase in the annual amount to $228,000.00; this is needed to allow for the necessary purchase of uniforms, boots and accessories for the Fire Department. These items are included in the Collective Bargaining Agreement between the City and the Firefighters Union. Each firefighter has a $600.00 clothing allowance that may be used to purchase any of the listed items in the agreement. This is the first of two additional one (1) year renewals, subject to future budget appropriations. Funding is available in the General Fund - Fire Department's operational budget.

49. **FLEET MANAGEMENT**: STAFF SOURCE RONALD MILLER, ACTING FLEET DIRECTOR

a. Consideration to renew annual contract FY18-033 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's Case equipment with Nueces Power Equipment, Corpus Christi, Texas, in an amount up to $93,750.00. All parts and services will be secured on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the last extension period for this contract. Funding is available in the Fleet Maintenance budget.

b. **2019-R-112** Consideration to authorize the City Co-Interim City Managers to sell surplus equipment to the City of Rio Bravo, Texas. Surplus equipment consists of two side loader refuse trucks. Surplus equipment will be sold at a reduced price of the salvage value. The sale price is as follows: Unit 6251 2011 Peterbilt/McNeilus side loader for $9000.00, and Unit 6253 2011 Peterbilt/McNeilus side loader for $9000.00.

50. **HEALTH**: STAFF SOURCE DR. HECTOR GONZALEZ, HEALTH DIRECTOR

a. **2019-R-101** Authorizing the Co-Interim City Managers to accept a grant award from the Department of State Health Services (DSHS) in the amount of $13,398.67 for the City of Laredo Health Department (CLHD) mosquito surveillance and control activities to prevent vector borne diseases for the term of May 14, 2019 through August 31, 2019.

b. **2019-R-102** Authorizing the Co-Interim City Managers to accept an additional amount of $22,556.00 for the Women's Health and Family Planning Association of Texas (WHFPT) for the continuation of the City of Laredo Health Department Title X Family Planning Women's Preventive Health and Wellness Services for the term period from April 1, 2019 through March 31, 2020.

c. **2019-R-103** Ratifying the approval of a contract with the Department of State Health Services (DSHS) for a no-cost extension (no additional funding) to further support the City of Laredo Health Department (CLHD) Public Health Preparedness and Response programs, specifically to prevent the Zika virus infection through enhanced laboratory testing, for a term period through July 31, 2020.

d. **2019-R-104** Authorizing the Co-Interim City Managers to accept two (2) continuation contract amendments from the Health and Human Services Commission (HHSC) Title V Prenatal Services for $37,000.00 and Title V Child Health for $115,750.00 for the continuation of the City of Laredo Health Department prenatal and dental patient care and prevention services to provide appropriate maternal child health care and preventive services for the period from September 1, 2019 through August 31, 2020.

e. Authorizing the Co-Interim City Managers to approve the purchase of a modular building for the City of Laredo Health Department Women, Infants and Children (WIC) nutrition, supplemental and health promotion program for the Rio Bravo clinic in the amount of $196,483.00. Funding is available through the Health Department WIC Budget.

51. **HUMAN RESOURCES**: STAFF SOURCE MELINA BERMUDEZ, HUMAN RESOURCES DIRECTOR

a. Consideration to authorize the Co-Interim City Managers to enter into a Memorandum of Understanding (MOU) with Let's Go Texas, LLC for the purpose of providing worksite training and experience for individuals with disabilities.

b. Consideration to award contract number FY19-079 to provide Temporary Staffing Agency Services to the following vendors:

1. Staff Force Inc., Laredo, Texas;
2. 22nd Century Technologies Inc., Somerset, New Jersey.

Both vendors will be awarded as primary vendors for set contract services to provide the City of Laredo with a labor pool for those departments that might require temporary staffing throughout the fiscal year. All services will be secured on an as needed basis and the estimated contract amount for this fiscal year would be approximately $2,300,000.00. The term of this contract shall be for a period of one (1) year, beginning effective date of contract and allows for two (2) additional one (1) year renewal periods. Funding is available in the respective departmental budgets.

52. **INFORMATION SERVICES & TELECOMMUNICATION**: STAFF SOURCE HOMERO VAZQUEZ-GARCIA, IST DIRECTOR

a. Authorizing the Co-Interim City Managers to enter into and execute a contract between GEO IS and the City of Laredo for the purchase of Geographic Information Systems (GIS) Network Maintenance and GIS Network Consulting through a Sole Source contract in the total amount of $272,500.00 for a two year period. This charge is to continue GIS Network Maintenance and Consulting that is provided to the 9-1-1 Regional Administration and to continue to enable the most current 9-1-1 data to be available throughout the South Texas Region. Funding is available in the Regional 9-1-1 Fund.

b. Authorizing the Co-Interim City Managers to enter into and execute a contract between SecuLore Solutions, a Cybersecurity company focused on Public Safety, and the City of Laredo to provide cybersecurity technology and monitoring services to safeguard the 9-1-1 Public Safety Answering Points (PSAPs), as well as the 9-1-1 Database Network in the four county region of Jim Hogg, Starr, Webb and Zapata. SecuLore will provide cybersecurity monitoring services for a two year period to the region in the amount of $319,300.10. The managed services will be purchased from SecuLore Solutions through the Houston Galveston Area Council of Governments (HGAC) Contract No. EC07-18. Funding is available in the Regional 9-1-1 Fund.

c. Authorizing the Co-Interim City Managers to enter into and execute a contract between 911 Datamaster, Inc. and the City of Laredo to provide the 911 Regional Administration with ongoing Geographic Information Systems (GIS) services for two years through the Houston Galveston Area Council of Governments (HGAC) Cooperative Buy Contract No. EC07-14, Product Category B, in the total amount of $129,200.00. This ongoing GIS service is needed in order to continue GIS work in order to meet Next Generation (NG) 9-1-1 GIS standards put forth by the State of Texas 9-1-1 Commission on State Emergency Communication (CSEC). Funding is available in the Regional 9-1-1 Fund.

d. Authorizing the Co-Interim City Managers to enter into and execute Interlocal Agreements between the City of Laredo and Webb County Sheriff's Office, Jim Hogg County Sheriff's Department, Starr County Sheriff's Office, Zapata County Sheriff's Office, Rio Grande City Police Department, Roma Police Department, Jim Hogg County Appraisal District, Zapata County Appraisal District, and Starr County Planning Department for Public Safety Answering Points (PSAPs) and Database Maintenance services for the period of September 1, 2019 through August 31, 2021.

e. Consideration to ratify emergency Purchase Orders issued to Network Alliance, LLC, in the total of amount of $85,100.00 to provide support services post Cyber-attack of May 22, 2019. Funding is available in the Information Technology Fund.

53. **LAREDO ANIMAL CARE SERVICES**: STAFF SOURCE HEBERTO L. RAMIREZ, ACTING LACS DIRECTOR

a. Authorizing the Co-Interim City Managers to enter into and execute a contract for professional services with Sandra Leyendecker, DVM for veterinary services to include: general health and welfare of the shelter animals, spay and neuter surgeries, vaccinations, emergency animal health care, and any other related matters at Laredo Animal Care Services from October 1, 2019, to September 31, 2020, in an amount not to exceed $150,000.00 per year, with an option to renew for two (2) additional one-year terms contingent on funding availability. Funding is available in the Animal Care Services Budget.

b. Consideration to ratify the amendment of contract FY18-027 for the purchase of Veterinary Medications to allow for a 25% contract amount increase to awarded vendors as follows:

1. Miller Veterinary, Fort Worth, Texas – Primary vendor, for a new annual amount of $75,000.00;
2. MWI Animal Health, Boise Idaho – Secondary vendor, for a new annual amount of $75,000.00.

This contract is in the 2nd year of a two (2) year term and is subject to future appropriations, beginning as of the date of its execution; contract may be extended for one, additional (1) year period upon mutual agreement. All medications will be secured on an as needed basis. Funding is available in the Laredo Animal Care Department Fund.

54. **PARKS & RECREATION:** GRACIELA S. BRIONES & ANITA STANLEY, CO-ASSISTANT PARK DIRECTORS

a. Consideration to renew contract FY16-060 with La Flecha Materials, Laredo, Texas, in an amount up to $152,000.00 for the purchase of red top soil and fill dirt for the Parks & Recreation Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the third of four extension periods. All soils will be purchased on an as needed basis. The Parks & Recreation Department will use these soils for the maintenance of its Parks. Funding is available in the Parks & Recreation Department Fund.

b. Consideration to award annual service/supply contract FY19-081 for the repairs/replacement/new installation of shades for the Parks & Recreation Department to the following vendors:

1. Impression Design, Laredo, Texas, in an amount up to $300,000.00 (Primary Vendor); and
2. RIYED Enterprises, Laredo, Texas in an amount up to $100,000.00 (Secondary Vendor).

All services will be secured on an as needed basis. This contract establishes a percentage discount on original manufacturer shades and a labor rate for these services. The City of Laredo Purchasing Department shall obtain quotes from the primary and secondary vendor for all estimated projects that exceed $7,000.00. The City of Laredo may add additional locations or departments for the replacement/repair/new installation of shades throughout the contract period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods each upon mutual agreement of the parties. Funding is available in the Parks Maintenance Budget.

c. Consideration to award service contract FY19-078 to the The Best Alarm Inc. Company, Laredo, Texas in an amount up to $40,000.00 for providing alarm monitoring, maintenance, and repair services for various Recreation Centers. These services require monthly alarm monitoring services for the recreation centers elevators, burglary, fire, and suppression systems. In the event of expansion by the City of Laredo, future locations may be added as part of this contract. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract may be extended for three, additional one (1) year periods upon mutual agreement of the parties. Funding is available in the Parks & Recreation Department Fund.

d. Authorizing the Co-Interim City Managers to execute an Interlocal Agreement by and between the City of Laredo and the Laredo Independent School District for the purchase and installation of playground equipment at Santa Maria and Bruni Elementary Schools at a total cost of $55,694. Funding is available in District VIII Priority Funds.

e. Authorizing the Co-Interim City Managers to enter into and execute an Interlocal agreement between Laredo Independent School District and the City of Laredo for the purpose of sharing a joint use of certain outdoor recreational facilities, namely, Albert Ochoa Baseball Park, Freddie Benavides Baseball Field, Cigarroa Recreational Sports Complex Tennis Courts and Multi-purpose Field, Market Tennis Courts Complex and Kawas Elementary Parking lot. The initial term will be for five years subject to renewal at the consent of both governing bodies.

55. **POLICE**: STAFF SOURCE CLAUDIO TREVINO, CHIEF OF POLICE

a. **2019-R-98** Authorizing the Co-Interim City Managers to ratify and accept a mine resistant ambush protected (MRAP) all terrain vehicle (ATV) from the Texas Law Enforcement Support Office (LESO) Program. The LESO Program (formerly the 1033 Program) allows law enforcement agencies to receive Department of Defense (DoD) excess property. The transfer of this asset is at no cost to the city and will be recorded in the City's Fixed Asset Inventory System.

b. **2019-R-100** Amending resolution 2019-R-80 by adding one (1) additional memorandum of understanding (Webb County District Attorney - Radio Agreement) to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, et al. A comprehensive list is attached hereto as “Exhibit A”. The Police Department’s participation is part of the community service provided to our citizens, with no cost to the City of Laredo.

c. Authorizing the Co-Interim City Managers to accept a grant in the amount of $872,271 to fund the Laredo Police Department HIDTA-HSI/DEA HIDTA Task Forces, and the Rio Grande Valley Financial HIDTA Task Force, and to enter into an agreement with Webb Co. Sheriff’s Office (WCSO), and Zapata Co. Sheriff’s Office (ZCSO) to provide services under the terms and conditions as stated in the LPD HSI HIDTA Task Force contract for participation in the task force. The initiatives are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding for the LPD-HSI/DEA HIDTA Task Forces will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2019 through December 31, 2020. Funding for the Rio Grande Valley Financial Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2019 through December 31, 2020

d. Consideration to award contract FY19-062 to the low bidder Data Works Plus, Greenville, SC, for the purchase of an Automated Biometric Identification System in the amount of $167,901.89 for the Laredo Police Department. This system will update the old paper-based fingerprint system to a digital platform and provide enhanced efficiency and effectiveness to the LPD's forensic and investigative services. Funding is available in the 2018 PPFCO.

56. **PUBLIC WORKS**: STAFF SOURCE JOHN ORFILA, PUBLIC WORKS DIRECTOR

a. Consideration to renew contract number FY17-047 with S.C.C. Pure Materials, Laredo, Texas in amount up to $500,000.00 for the purchase of the following paving, and construction materials:

1. Flexible base Type D – Crushed Concrete, F.O.B. Public Works or Utilities Department Compound Job Site - $17.50/ton
2. Flexible base Type D – Crushed Concrete, F.O.B. Vendors Plant, Picked up by City Trucks - $14.50/ton

This contract is for the purchase of materials required for all city paving and construction projects. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the second of four extension periods. All materials shall be purchased on an as needed basis utilizing the Public Works Department, Utilities Department, and construction project budgets.

b. Consideration to renew contract number FY16-059 with the following vendors:

1. City Ready Mix, Inc., Laredo, Texas, in an amount up to $2,300,000.00 (Primary Vendor);
2. Mobile-Crete, Laredo, Texas, in an amount up to $ 1,000,000.00 (Secondary Vendor),

for the purchase of ready mix cement (job site delivered) for various City Departments. There was no price increase during the last extension period. This is the last extension period for this contract. All materials shall be purchased on an as needed basis utilizing the Utilities, Parks and Leisure Services and Public Works Departments - construction projects budgets.

c. Consideration to renew contract FY17-049 with Anderson Columbia, Lake City, Florida, in an amount up to $3,000,000.00 for the purchase of black base and asphalt hot mix used for street paving projects. Any price changes to this contract will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). All materials are purchased on an as needed basis utilizing the construction project budgets. There was a price increase during the last extension period. This is the second of four extension periods. Funding is available in the Public Works construction project budget.

57. **SOLID WASTE**: STAFF SOURCE STEPHEN GEISS, SOLID WASTE DIRECTOR

a. Motion to amend the professional services contract with Arredondo, Zepeda, & Brunz, LLC, Dallas Texas in the estimated amount not to exceed $70,000.00. This amendment is for additional services and is in accordance with the rates specified based on terms of the original agreement. The original agreement was for $148,980.00. AZ&B, LLC, will assist the City in negotiations associated with the potential purchase of a landfill facility, on an as needed basis. Funding is available in the Solid Waste Fund for Fiscal Year 2018-2019.

b. Consideration to renew contract number FY15-050 with MO-VAC, Environmental Inc., McAllen, Texas in an amount up to $81,250.00 for the transportation and disposal of leachate contaminated water for the Solid Waste Services Department. The frequency and number of loads vary depending on the City's need. The bid price is based on a per gallon rate. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the fifth of six extension periods. Funding is available in the Solid Waste Services Department fund.

58. **TAX**: STAFF SOURCE DORA MALDONADO, TAX ASSESSOR COLLECTOR

a. Refund of property tax in the amount of $3,367.97 payable to Flemming & May Hjorting due to an erroneous payment. Tax account # 902-10001-080.

b. Approving monthly adjustments to the tax roll. The amounts adjusted for the month of June 2019 represent a decrease of $19,313.99 These adjustments are determined by the Webb County Appraisal District and by court orders.

59. **UTILITIES**: STAFF SOURCE RIAZUL MIA, UTILITIES DIRECTOR

a. **2019-R-105** Accepting the conveyance of an 8,020 sq.ft. tract of land (Drainage Easement 1), and a 6,205 sq. ft. tract of land (Drainage Easement 2) in the vicinity west of Interstate Highway 35 more or less, being out of Porcion 15, Jose Prudencia Garcia, Original Grantee, Abstract 53, Webb County, Texas and being out of Tract K-1, as recorded in Volume 540, Page 632, Webb County Plat Records to serve as drainage easements, the tracts of land are further described by boundary survey and metes and bounds in attached Exhibit "A" and a 20' (foot) temporary construction easement south of drainage to easement 1 and another 20' (foot) temporary construction easement will be located north of drainage easement 2, providing for an effecitve date.

b. Authorizing the Co-Interim City Managers for the award of a construction contract to the lowest responsible bidder, ALC Construction, Co. Inc., Laredo,Texas in the amount of $566,575.00 for the Utilities Department Materials Storage Canopy Improvements Project. The contract time is ninety (90) working days. Funding is available in the 2017 Sewer Revenue Bond.

c. Consideration to renew contract FY19-021 with Tenoch Distribution, LLC, San Antonio, Texas in an semi-annual amount of up to $1,045,668.00 for the purchase of PVC pipe used by the Utilities Department. This is a six (6) month supply contract. There was no price increase during the last extension period. This is the first of six extension periods. These materials are purchased on an as needed basis for construction and repair projects. Funding is available in the Utilities Department budget.

d. Consideration to renew contract FY14-070 with Gutierrez Machine Shop, Laredo, Texas in an amount up to $750,000.00 for professional welding services for the Utilities Department. The services requested include site repairs to various water and wastewater treatment plants, lift stations, and other municipal utility facilities. There was no price increase during the last extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the fifth of six extension periods. All services will be requested on an as needed basis. Funding is available in the Utilities Department Budget.

e. Consideration to renew contract FY18-081 with Test America Laboratories, North Canton, Ohio in an amount of up to $350,000.00 to provide laboratory analytical services for water and wastewater samples in accordance to Environmental Protection Agency (EPA) approved standard methods. Sample testing is done on a daily, monthly, and quarterly basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the first of two extension periods. Funding is available in the Utilities Department Budget, Water and Wastewater Treatment Divisions.

f. Consideration to ratify the issuance of an emergency purchase order by the Co-Interim City Managers in the amount not to exceed $120,000.00 to BARCO Pump Company, Schertz, Texas for the rental of four (4) 12 inch submersible 140 HP pumps, (4) 10 inch by 8 inch diesel centrifugal pumps, associated HDPE suction pipe, discharge hose, manifold, and fittings for the El Pico Water Treatment Plant Raw Water Pump Station. Funding is available in the Water Works Construction Fund.

g. Consideration to ratify the issuance of an emergency purchase order by the Co-Interim City Managers in the amount of $77,345.12 to Austin Armature Works, LP., Buda, Texas for the labor and parts to repair two (2) Fairbanks Morse 300 HP submersible pumps at the Jefferson Water Treatment Plant for the Utilities Department. Funding is available in the Water Works Operations Fund.

h. Authorizing the Co-Interim City Managers to approve Amendment No.1 to the professional engineering services contract in the amount $36,500.00 to LNV, Inc. for the Supervisory Control and Data Acquisition (SCADA) System and radio communication study for the water plants and water distribution system. The additional scope of work will be to perform a study that will identify the existing equipment, provide cost-effective recommendations for solutions for immediate, near, and long-term recommendations regarding the existing SCADA system. The total new contract price with approved amendment will be $84,500.00. Funding is available in the 2015 Water Revenue Bond.

i. Consideration to award annual service contract number FY19-080 to the following vendors:

1. Rafter P. Transport Inc., Floresville, Texas in an amount up to $100,000.00 (Primary Vendor);
2. Laredo Concrete Cutting & Sandblasting, Laredo, Texas in an amount up to $75,000.00 (Secondary Vendor);

for the removal and disposal of dry sludge from the Jefferson & El Pico Water Treatment Plants to the City of Laredo landfill. The frequency and number of loads vary depending on the City's need. When the primary vendor is unavailable for the pickup of sludge, the secondary vendor shall be contacted. The term of this contract shalll be for a period of one (1) year beginning as of the date of its execution. This contract has three extension periods. Funding is available in the Utilities Department – Water Treatment Division Budget.

j. Authorizing the Co-Interim City Managers to approve Change Order #3 to Summit Building & Design, Laredo,Texas in the amount of $35,000.00 and additional contract time of 84 calendar days to the contract for the Utilities Department Administration Building Expansion Project. This change order is to repaint all existing rooms and offices of existing building. The new contract sum amounts to $1,306,236.70, and new contract period is 315 calendar days. Funding is available in the Sewer 2017

Revenue Bond.

k. Authorizing the Co-Interim City Managers to award a professional engineering contract to Garver USA in the amount of $1,018,423.00. This contract will provide a comprehensive and detailed hydraulic study of the raw water delivery system, the intermediate pump station and the high service pump station with design alternatives for corrective action at each station. The engineering services includes 3D scanning to validate as-built dimensions, computational fluid dynamics analysis, hydraulic scale modeling, alternative evaluation of pump capacity and type, and the necessary mechanical and electrical evaluation. Funding is available in the Water Construction Fund.

END OF CONSENT AGENDA

XI. STAFF REPORTS

60. Discussion with possible action on ongoing audits and/or irregularities identified by the Internal Auditor including the potential assignment of other and/or additional auditing duties; and any other matters incident thereto.

61. Introduction of the selection by the Co-Interim City Managers of Teclo J. Garcia as the Economic Development Director of the Economic Development Department.

62. Discussion with possible action on the Elite Employment Services Contract Compliance Audit Report follow-up and any other matters incident thereto.

63. Staff Report regarding the Laredo Sports Complex Project and request for proposals (RFP) process status, with possible action.

64. Presentation on Water & Sewer rate change for multifamily and condominiums water customers from commercial to residentical rates, with possible action.

65. Discussion with possible action to request to enter into negotiations with World Free Trade Plaza of America, Inc. as it relates to the Former Mercy Hospital and to consider some economic incentives which include tax abatements and infrastructure improvements.

XII. EXECUTIVE SESSION

The Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any posted agenda item when authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and

Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and/or 551.086 (Economic Development). Following closed session, the open meeting will reconvene at which time action, if any, may be taken.

66. Request for Executive Session pursuant to Texas Government Code Section 551.072 to consult with City Attorney relating to negotiations with Regional Land Management Services, Ltd., owners of real property known as the Ponderosa Regional Landfill, in connection with long term landfill options for the City of Laredo, and to return to open session for possible action.

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

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

67. **GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS**

A. **Request by Council Member Vidal Rodriguez**

1. Discussion with possible action to instruct the Co-Interim City Managers to authorize staff to install speed humps under the Special Provision of the Speed Hump Installation Policy, and to authorize the use of asphalt type speed humps, instead of a speed cushion, which is currently required under the policy; and any matters incident thereto. City Council District II Priority Funds will be used for this project.

    a. (1) One Speed hump on the 2400 block of San Salvador

2. Discussion with possible action to discuss the viability of the Zacatecas road extension project; and any matters incident thereto.

3. Discussion with possible action to co-sponsor Miller Lite Conciertos 2019 at Unitrade on October 18, 2019; and any matters incident thereto.

B. **Request by Council Member Mercurio Martinez, III**

1. Discussion with possible action to instruct the Co-Interim City Managers to authorize staff to install speed humps under the Special Provision of the Speed Hump Installation Policy, and to authorize the use of asphalt type speed humps, instead of a speed cushion, which is currently required under

the policy; and any matters incident thereto. City Council District III Priority Funds will be used for this project.

a. (1) One Speed hump on the 2400 block of Lane Street

2. Discussion with possible action to direct Co-Interim City Managers to provide a value engineered report for the Manadas Creek Waste Water Treatment Plant (WWTP) before the City goes out for bids; and any matters incident thereto.

3. Discussion with possible action to include sidewalks on the 1100 block of E. Musser Street along the intersection of Mc Clelland and Musser; and any matters incident thereto. District III Priority Funds will be used for this project.

C. **Request by Council Member George Altgelt**

1. Discussion with possible action regarding the high number of accidents on IH-35 and Mann Road exit ramp; and any matters incident thereto.

D. **Request by Mayor Pro-Tempore Roberto Balli**

1. Discussion with possible action on a downtown security plan; and any matters incident thereto.

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

1. Discussion with possible action to upgrade playgrounds at Independence Park and Cielito Lindo Park; and any matters incident thereto.

XV. ADJOURN

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Wednesday, July 31, 2019 at 7:30 p.m.

_____
Jose A. Valdez, Jr.
City Secretary

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

City Council-Regular

Meeting Date: 08/05/2019

Staff Source: Heberto "Beto" L. Ramirez, Acting Animal Care Services Director

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SUBJECT

Public Hearing and Introductory Ordinance amending Chapter 6, Article I, Section 6-19(d) “Safety of Animals in Motor Vehicles” to prohibit transporting an animal within the open bed of a pickup truck, flatbed or similar vehicle where the animal is not safely enclosed; to prohibit transporting an animal within the open bed of a pickup truck, flatbed or similar vehicle where the animal is directly on a metal surface or similar surface without sufficient protection when temperatures are at or above ninety (90) degrees Fahrenheit; providing a cumulative and repealer clause; providing a severability clause; providing for publication; providing for a penalty; and declaring an effective date.

PREVIOUS COUNCIL ACTION

On July 1, 2019, the City Council approved a motion directing staff to draft an ordinance amendment to prohibit transporting an animal within the open bed of a pickup truck, flatbed or similar vehicle where the animal is not safely enclosed and to prohibit transporting an animal within the open bed of a pickup truck, flatbed or similar vehicle where the animal is directly on a metal surface or similar surface without sufficient protection when temperatures are at or above ninety (90) degrees Fahrenheit

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council introduce this Ordinance.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

2019-O-

ORDINANCE NO. 2019-O-___

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 6, ARTICLE I, SECTION 6-19(D) "SAFETY OF ANIMALS IN MOTOR VEHICLES" TO PROHIBIT TRANSPORTING AN ANIMAL WITHIN THE OPEN BED OF A PICKUP TRUCK, FLATBED OR SIMILAR VEHICLE WHERE THE ANIMAL IS NOT SAFELY ENCLOSED; TO PROHIBIT TRANSPORTING AN ANIMAL WITHIN THE OPEN BED OF A PICKUP TRUCK, FLATBED OR SIMILAR VEHICLE WHERE THE ANIMAL IS DIRECTLY ON A METAL SURFACE OR SIMILAR SURFACE WITHOUT SUFFICIENT PROTECTION WHEN TEMPERATURES ARE AT OR ABOVE NINETY (90) DEGREES FAHRENHEIT; PROVIDING A CUMULATIVE AND REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR A PENALTY; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, the City of Laredo has rules and regulations for rabies control, small animals and fowl, and large livestock and wild animals; and

WHEREAS, the City Council desires to amend the Code of Ordinances to prohibit transporting animals within the open bed of a pickup, flatbed or similar vehicle where the animal is not safely enclosed or where the animal is directly on a metal surface without sufficient protection when temperatures exceed ninety degrees Fahrenheit; and

WHEREAS, the City Council finds it further necessary and desirable to adopt the amendments to the Laredo City Code as set forth in this Ordinance.

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

Section 1. The City of Laredo Code of Ordinances, Chapter 6, Article I, Section 6-19(d) is hereby amended to read as follows:

Sec. 6-19. - Protection of animals and pets.

. . .

(d) *Safety of animals in motor vehicles.*

(1) *It shall be unlawful for a* [~~No~~] person [~~shall~~] *to* transport or [~~place/~~]carry on any public roadway any animal in a motor vehicle unless the animal is safely enclosed within the vehicle[~~; and if traveling in an unenclosed vehicle (including, but not limited to convertibles, pick-up trucks, jeeps, and flatbed trucks), the animal shall be confined by a vented container or cage, or by chain, rope or other device cross-tied to prevent the animal from falling or jumping from the motor vehicle or from strangling on a single leash.~~]

(2) It shall be unlawful for a person to operate an open bed pickup or an open flatbed truck or to tow an open flatbed trailer on any public roadway when an animal occupies the bed of the truck or trailer unless the animal is secured in a kennel or other secure vented enclosure.

(3) It shall be unlawful for a person to transport or carry any animal in the cargo area/bed of a truck upon any public roadway where the animal is directly on a metal surface or similar surface without sufficient protection when temperatures are at or above ninety (90) degrees Fahrenheit.

[~~(2)~~] *(4)* No person shall leave any animal in any standing or parked vehicle in such a way as to endanger the animal's health or safety. Any animal control officer or the Director's designee, or police officer is authorized to use reasonable force, including the breaking of a side window, to remove an animal from a vehicle whenever it appears the animal's health or safety is endangered, and said neglected or endangered animal shall be impounded.

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

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

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

Section 5. Any person, firm, association of persons, company, corporation, or their agents, servants, or employees violating or failing to comply with any of the provisions of this Ordinance shall be deemed guilty of a Class C Misdemeanor and upon conviction in the Municipal Court, shall be punished by a fine not to exceed two thousand dollars ($2, 000) if the offense involves fire safety, public health, sanitation, or zoning, and not to exceed five hundred

($500) for other offenses. Each day a violation or noncompliance continues constitutes a separate offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in V.T.C.A. Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 6. The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

Section 7. This Ordinance shall become effective immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF_____2019.

_____
PETE SAENZ
MAYOR

ATTESTED:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY

BY:_____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

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

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

Public Hearing and Introductory Ordinance authorizing the Co-Interim City Managers to accept and enter into a continuation contract with the Health and Human Services Commission (HHSC), amending the FY 2018-2019 budget by appropriating additional revenues and expenditures in the amount of $324,008.00 for a total award of $648,016.00 and amending the FY 2018-2019 Full-Time Equivalent (FTE) Position Listing by adding one (1) Medical Office Assistant II, R30 for the City of Laredo Health Department (CLHD) Healthy Texas Women project to provide primary care, women's preventive health care, prenatal care, family planning, chronic disease prevention, preventive health services, diagnostic, and laboratory services for the term period from September 1, 2019 through August 31, 2021.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On June 5, 2017, Council approved Ordinance 2017-O-067.

BACKGROUND

The Health and Human Services Commission (HHSC) will continue to contract with the City of Laredo Health Department (CLHD) for the Healthy Texas Women project. This grant award will allow for the continuation of the City of Laredo Health Department Texas Healthy Women program that provides patient care preventive health care services for women under the 200% of poverty under the age of 44 to enhance health care access, early detection and prevention and women's preventive health services. This will improve women's health through better access to primary care, women's health, preventive care, early detection, cancer screening, prenatal, postpartum, maternal child health, family planning, chronic disease prevention, case management and health education as well diagnostic and laboratory services.

Resources through this grant allow for the creation of one full time equivalent (FTE) position of Medical Office Assistant, R30.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council introduce this Ordinance.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	N
Source of Funds:	HHSC
Account #:	226-6109

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The revenue account is 226-0000-321-6310 and the expenditure division 226-6109 with Project Numbers HEHT04 ($324,008.00) and HEHT05 ($324,008.00).

Attachments

Renewal Letter

Ordinance

TEXAS
Health and Human Services

Dr. Courtney N. Phillips
Executive Commissioner

July 11, 2019

Re: Fiscal Years 2020 and 2021 Healthy Texas Women's Program Contract Renewal Notice

The Office of Women's Health and Education Services of the Health and Human Services Commission ("HHSC") is pleased to inform you that City of Laredo Health Department ("Agency") has been approved for renewal of its Healthy Texas Women's Program contract. HHSC desires to exercise the remaining two-year renewal option contained in your contract.

In accordance with historical data the anticipated funding and number of unduplicated clients to be served by your Agency for FY2020 and FY2021 is as follows:

Fiscal Year and Funding Source	FY20 Healthy Texas Women - Cost Reimbursement	FY21 Healthy Texas Women - Cost Reimbursement
Contract Award Amount	$324,008	$324,008
Number of Unduplicated Clients To Be Served	280	280

The above budgets are estimated budgets and may be ratified or amended at the sole discretion of HHSC.

Your current contract expires August 31, 2019. Accordingly, the renewed contract should commence on September 1, 2019. However, like your current contract, the term of the renewal will commence on September 1, 2019, or upon date of the latter of the parties to sign the contract renewal, whichever is later. Because the renewal contract will span two fiscal years, the renewal contract will consist of two 12-month budget periods.

Receipt of a fully executed contract amendment countersigned by HHSC shall serve as a Notice to Proceed for the contract renewal. Funds added for Fiscal Year 2020 are not available to reimburse any costs incurred prior to September 1, 2019.

To initiate renewal of your Agency's current contract, please complete:

1. Form C-1: Contact Person Information
2. Form H: Funding Request and Clients Served
3. Form K-1-1(a): Current Clinic List
4. PCS 504: Vendor Information Form (VIF)
5. Healthy Texas Women Budget Category Forms
6. Healthy Texas Women Certification Form
7. Form B-1: Texas Counties and Regions List Served by Project
8. Form K-1(r): Healthy Texas Women Clinic Sites Readiness
9. Form K-1-1: Healthy Texas Women Clinic Site(s)

and return all documents to HTWcontracts@hhsc.state.tx.us by close of business on July 18, 2019. HHSC cannot initiate renewal of your Agency's contract until all requested information is received.

Sincerely,

HHSC Office of Women's Health and Education Services

ORDINANCE

AUTHORIZING THE CO-INTERIM CITY MANAGERS TO ACCEPT AND ENTER INTO A CONTINUATION CONTRACT WITH THE HEALTH AND HUMAN SERVICES COMMISSION (HHSC), AMENDING THE FY 2018-2019 BUDGET BY APPROPRIATING ADDITIONAL REVENUES AND EXPENDITURES IN THE AMOUNT OF $324,008.00 FOR A TOTAL AWARD OF $648,016.00 AND AMENDING THE FY 2018-2019 FULL-TIME EQUIVALENT (FTE) POSITION LISTING BY ADDING ONE (1) MEDICAL OFFICE ASSISTANT II, R30 FOR THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) HEALTHY TEXAS WOMEN PROJECT TO PROVIDE PRIMARY CARE, WOMEN'S PREVENTIVE HEALTH CARE, PRENATAL CARE, FAMILY PLANNING, CHRONIC DISEASE PREVENTION, CLINIC SERVICES, DIAGNOSTIC, AND LABORATORY SERVICES FOR THE TERM PERIOD FROM SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2021.

WHEREAS, the Health and Human Services Commission (HHSC) will continue to contract with the City of Laredo Health Department (CLHD) for the Healthy Texas Women project; and,

WHERAS, this grant award will allow for the continuation of the City of Laredo Health Department Texas Healthy Women program that provides patient care preventive health care services for women under the 200% of poverty under the age of 44 to enhance health care access, early detection and prevention and women's preventive health services. This will improve women's health through better access to primary care, women's health, preventive care, early detection, cancer screening, prenatal, postpartum, maternal child health, family planning, chronic disease prevention, case management and health education as well diagnostic and laboratory services; and,

WHEREAS, resources through this grant allow for the creation of one full time equivalent (FTE) position of Medical Office Assistant, R30.

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

Section 1: The Co-Interim City Managers are hereby authorized to accept and enter into a continuation contract with the Health and Human Services Commission (HHSC),

amend the FY 2018-2019 budget by appropriating additional revenues and expenditures in the amount of $324,008.00 for a total award of $648,016.00 and amend the FY 2018-2019 Full-Time Equivalent (FTE) Position Listing by adding one (1) Medical Office Assistant II, R30 for the City of Laredo Health Department (CLHD) Healthy Texas Women project to provide primary care, women's preventive health care, prenatal care, family planning, chronic disease prevention, clinic services, diagnostic, and laboratory services for the term period from September 1, 2019 through August 31, 2021.

Section 2: The revenue account is 226-0000-321-6310 and the expenditure division 226-6109 with Project Numbers HEHT04 ($324,008.00) and HEHT05 ($324,008.00).

Section 3: The Co-Interim City Managers are hereby authorized to make transfers within the budget as allowable under the General Provisions as set forth by the Health and Human Services Commission to meet the necessary costs to accomplish the scope of work for the project.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA K. LAUREL HALE
CITY ATTORNEY

_____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

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

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: Rosario Cabello, Co-Interim City Manager

Initiated By: Rosario C. Cabello, Co-Interim City Manager

Staff Source: Arturo Garcia, Community Development Director, Homero Vasquez I T Director, Graciela Briones Parks and Recreation Asst. Parks Director

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SUBJECT

Public Hearing and Introductory Ordinance authorizing the Co-Interim City Managers to execute all necessary documents to convey a 30' ingress and egress access easement and a utility easement to Branch Towers III, LLC. for the installation of communications tower in accordance to the terms stated in a lease with Branch Towers III, LLC, executed on May 20, 2019, on a site legally described as being a portion of that certain tract of land as described and recorded in Volume 1420, Page 433 in the Office of the County Clerk, Webb County, Texas, lying in Lot 12, Block 1, of the El Eden B. P. Newman Park Plat Subdivision, Laredo, Webb County, Texas, more particularly depicted in attached Exhibit "A" Boundary Survey, Exhibit "B" Aerial image and Exhibit "C" Lease Agreement, for a five (5) year term with five (5) successive five (5) year options to renew; and providing for an effective date.

PREVIOUS COUNCIL ACTION

NONE

BACKGROUND

On May 20, 2019, the City of Laredo IST Department and Parks Department leased to Branch Towers III, LLC an area of 60 ft. by 40 ft. for a combined total of 2,400 square feet. This area is located at 4735 Loma Vista Dr. (El Eden Recreation Center) Lot 12, Block 1, of the Eden B. P. Newman Park Plat Subdivision, Laredo, Webb County, Texas. This easement was leased to install a communications tower with communications equipment For a five (5) year term with five (5) successive five (5) year options to renew.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Accept the Introductory Ordinance as presented.

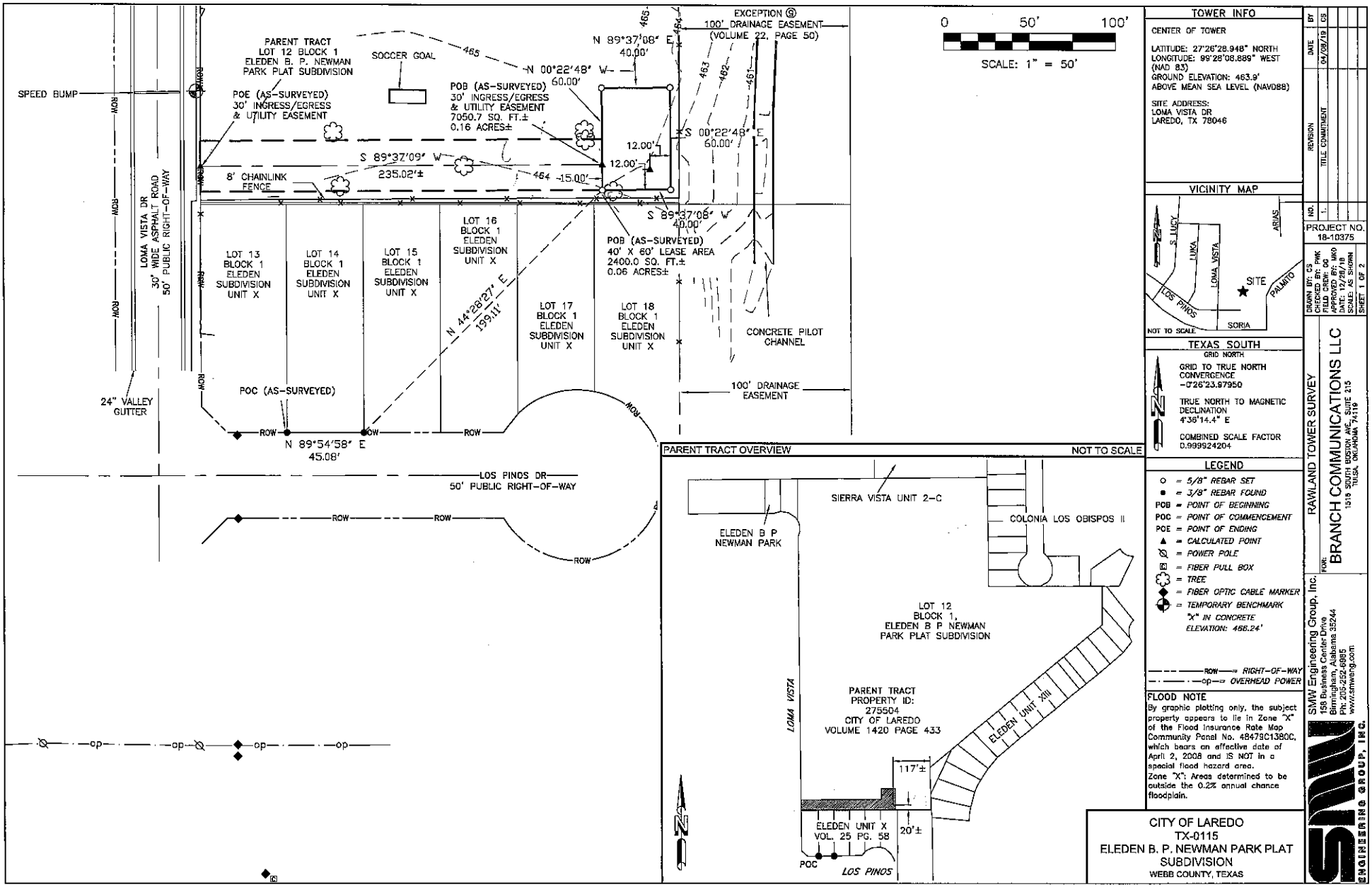
Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
NONE

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
None.

Attachments

Exhibit A - Survey
Exhibit B - Aerial Map
Introductory Ordinance
Exhibit C Lease Agreement



TOWER INFO

CENTER OF TOWER

LATITUDE: 27°26'28.948" NORTH
LONGITUDE: 99°28'08.889" WEST
(NAD 83)
GROUND ELEVATION: 463.9'
ABOVE MEAN SEA LEVEL (NAVD88)

SITE ADDRESS:
LOMA VISTA DR
LAREDO, TX 78046

VICINITY MAP

TEXAS SOUTH

GRID NORTH

GRID TO TRUE NORTH
CONVERGENCE
-0°26'23.97950

TRUE NORTH TO MAGNETIC
DECLINATION
4°36'14.4" E

COMBINED SCALE FACTOR
0.999924204

PARENT TRACT OVERVIEW

NOT TO SCALE

LEGEND

- ○ = 5/8" REBAR SET
- ● = 3/8" REBAR FOUND
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- POE = POINT OF ENDING
- ▲ = CALCULATED POINT
- ⌀ = POWER POLE
- ▣ = FIBER PULL BOX
- = TREE
- ◆ = FIBER OPTIC CABLE MARKER
- = TEMPORARY BENCHMARK
  "X" IN CONCRETE
  ELEVATION: 466.24'

ROW = RIGHT-OF-WAY
op = OVERHEAD POWER

FLOOD NOTE

By graphic plotting only, the subject property appears to lie in Zone "X" of the Flood Insurance Rate Map Community Panel No. 48479C1380C, which bears an effective date of April 2, 2008 and IS NOT in a special flood hazard area.
Zone "X": Areas determined to be outside the 0.2% annual chance floodplain.

CITY OF LAREDO
TX-0115
ELEDEN B. P. NEWMAN PARK PLAT
SUBDIVISION
WEBB COUNTY, TEXAS

NO.	REVISION	DATE	BY
1.	TITLE COMMITMENT	04/09/19	CS

PROJECT NO.
18-10375

DRAWN BY: CS
CHECKED BY: PWK
FIELD CREW: DG
APPROVED BY: MKD
DATE: 12/28/18
SCALE: AS SHOWN
SHEET 1 OF 2

FOR: BRANCH COMMUNICATIONS LLC
1516 SOUTH BOSTON AVE., SUITE 215
TULSA, OKLAHOMA 74119

RAWLAND TOWER SURVEY

SMW Engineering Group, Inc.
158 Business Center Drive
Birmingham, Alabama 35244
Ph: 205-252-6885
www.smweng.com
ENGINEERING GROUP, INC.

PARENT TRACT (VOLUME 1420 PAGE 433)

The Surface Only to all of Lot Twelve (12), Block One (Blk. 1) of the Eleden B.P. Newman Park Plat Subdivision, a subdivision in Laredo, Webb County, Texas, as per subdivision plat recorded in Volume 22, Page 50, of the Plat Records of Webb County, Texas.

40' X 60' LEASE AREA (AS-SURVEYED)

Being a portion of that certain tract of land as described and recorded in Volume 1420, Page 433 in the Office of the County Clerk, Webb County, Texas lying in Lot 12, Block 1 of the Eleden B. P. Newman Park Plat Subdivision said Webb County and being more particularly described as follows:

Commencing at a 3/8" rebar found on the north right-of-way line of Los Pinos Drive at the southwest corner of Lot 14, Block 1, of the Eleden Subdivision Unit X as recorded in Volume 25, Page 58 of Webb County Deed Records; thence N 89°54'58" E along said right-of-way a distance of 45.08 feet to a 3/8" rebar found at the southeast corner of said Lot 14; thence N 44°28'27" E a distance of 199.11 feet to a 5/8" rebar set and the Point of Beginning; thence N 00°22'48" W a distance of 60.00 feet to a 5/8" rebar set; thence N 89°37'08" E a distance of 40.00 feet to a 5/8" rebar set; thence S 00°22'48" E a distance of 60.00 feet to a 5/8" rebar set; thence S 89°37'08" W a distance of 40.00 feet to the Point of Beginning. Said above described Lease Area contains 2,400.0 square feet or 0.06 acres, more or less.

30' INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)

Being a portion of that certain tract of land as described and recorded in Volume 1420, Page 433 in the Office of the County Clerk, Webb County, Texas lying in Lot 12, Block 1 of the Eleden B. P. Newman Park Plat Subdivision said Webb County and being more particularly described as follows:

Commencing at a 3/8" rebar found on the north right-of-way line of Los Pinos Drive at the southwest corner of Lot 14, Block 1, of the Eleden Subdivision Unit X as recorded in Volume 25, Page 58 of Webb County Deed Records; thence N 89°54'58" E along said right-of-way a distance of 45.08 feet to a 3/8" rebar found at the southeast corner of said Lot 14; thence N 44°28'27" E a distance of 199.11 feet to a 5/8" rebar set; thence N 00°22'48" W a distance of 15.00 feet to the Point of Beginning of an Ingress/Egress & Utility Easement being 30 feet in width lying 15 feet each side of the following described centerline; thence S 89°37'09" W a distance of 235.02 feet, more or less, to the east right-of-way line of Loma Vista Drive and Point of Ending. Said above described Easement contains 7,050.7 square feet or 0.16 acres, more or less.

PLOTTABLE EXCEPTIONS

WFG National Title Insurance Company
Commitment for Title Insurance Commitment No. BRN-1346912-C
Date January 10, 2019 @ 1:19 pm
Schedule B, Exceptions

Exception No.	Instrument	Comment
1-8		Standard exceptions. Contain no survey matters.
(9)	Vol. 22, Pg. 50	Does Not Affect as shown hereon.
(10)	Bk. 2779, Pg. 57	Does Not Affect.

SURVEYOR'S NOTES

1. This is a Rowland Tower Survey, made on the ground under the supervision of a Texas Registered Land Surveyor. Date of field survey is December 12, 2018.
2. The following surveying instruments were used at time of field visit: Nikon NPL-352, Total Station, Reflectorless and Hiper + Legacy E RTK, GD 1HZ.
3. Bearings are based on Texas South State Plane Coordinates NAD 83 by GPS observation.
4. No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.
5. Benchmark used is a GPS Continuously Operating Reference Station. Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 88.
6. This survey was conducted for the purpose of a Rowland Tower Survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
7. Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
8. This Survey was conducted in reference to a Commitment for Title Insurance prepared by WFG National Title Insurance Company, Commitment No. BRN-1346912-C, issued January 10, 2019 at 1:19 p.m.
9. Surveyor hereby states the Geodetic Coordinates and the elevation shown for the proposed centerline of the tower are accurate to within +/- 20 feet horizontally and to within +/- 3 feet vertically (FAA Accuracy Code 1A).
10. Survey shown hereon conforms to the Minimum Requirements as set forth by the State Board for a Class "A" Survey.
11. Field data upon which this map or plat is based has a closure precision of not less than one-foot in 15,000 feet (1':15,000') and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted.
12. This survey is not valid without the original signature and the original seal of a state licensed surveyor and mapper.
13. This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified.
14. No zoning information provided by Client.

SURVEYOR'S CERTIFICATION

I certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Texas to the best of my knowledge, information, and belief.

William H. Sommerville, III
Texas License No. 6094

STATE OF TEXAS
REGISTERED
WILLIAM H. SOMMERVILLE, III
6094
PROFESSIONAL
LAND SURVEYOR

04/09/19

CITY OF LAREDO
TX-0115
ELEDEN B. P. NEWMAN PARK PLAT
SUBDIVISION
WEBB COUNTY, TEXAS

NO.	REVISION	DATE	BY
1.	TITLE COMMITMENT	04/09/19	CS

PROJECT NO. 18-10375

DRAWN BY: CS
CHECKED BY: PMK
FIELD CREW: GG
APPROVED BY: MKD
DATE: 12/28/18
SCALE: N.T.S.
SHEET 2 OF 2

RAWLAND TOWER SURVEY

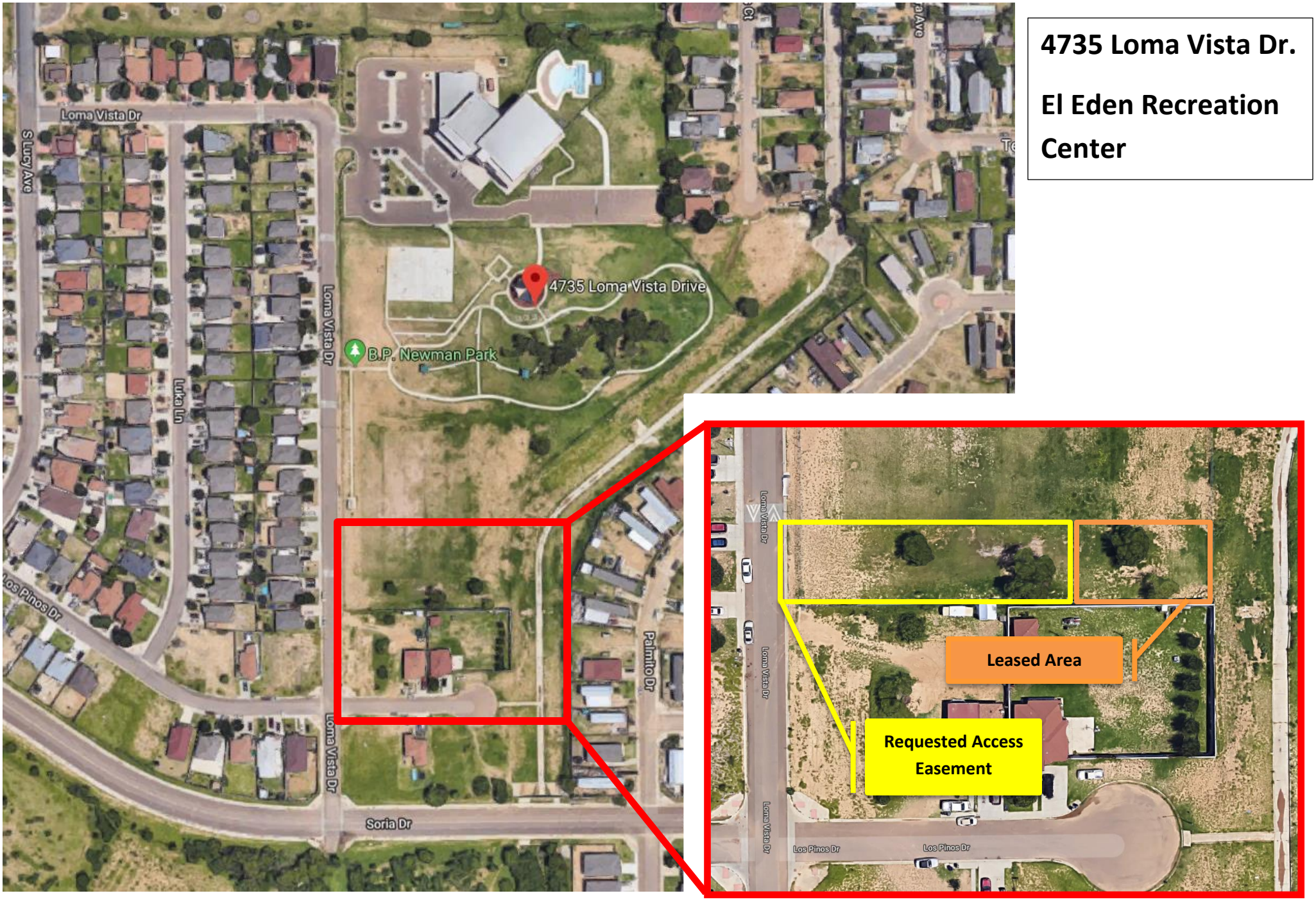
FOR: BRANCH COMMUNICATIONS LLC
1516 SOUTH BOSTON AVE., SUITE 215
TULSA, OKLAHOMA 74119

SMW Engineering Group, Inc.
158 Business Center Drive
Birmingham, Alabama 35244
Ph: 205-252-6985
www.smweng.com
SMW ENGINEERING GROUP, INC.

Exhibit “B”

4735 Loma Vista Dr.

El Eden Recreation Center



INTRODUCTORY ORDINANCE NO. 2019-O-

AUTHORIZING THE INTERIM CO-CITY MANAGER'S TO EXECUTE ALL NECESSARY DOCUMENTS TO CONVEY A 30' INGRESS AND EGRESS ACCESS EASEMENT AND A UTILITY EASEMENT TO BRANCH TOWERS III, LLC. FOR THE INSTALLATION OF COMMUNICATIONS TOWER IN ACCORDANCE TO THE TERMS STATED IN A LEASE WITH BRANCH TOWERES III, LLC. EXECUTEED ON MAY 20, 2019; ON A SITE LEGALLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS DESCRIBED AND RECORDED IN VOLUME 1420, PAGE 433 IN THE OFFICE OF THE COUNTY CLERK, WEBB COUNTY, TEXAS, LYING IN LOT 12, BLOCK 1, OF THE EL EDEN B. P. NEWMAN PARK PLAT SUBDIVISION, LAREDO, WEBB COUNTY, TEXAS. MORE PARTICULARLY DEPICTED IN ATTACHED EXHIBIT "A" BOUNDARY SURVEY, EXHIBIT "B" ARIEL IMAGE AND EXHIBIT "C" LEASE AGREEMENT; FOR A FIVE (5) YEAR TERM WITH FIVE (5) SUCCESSIVE FIVE (5) YEAR OPTIONS TO RENEW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 20, 2019, The City of Laredo, IST Department leased to Branch Towers III, LLC an area of 60 ft. by 40 ft. for a combined total of 2,400 square feet. This area is located at 4735 Loma Vista Dr. (El Eden Recreation Center) for the purposes of installing a communications tower with communications equipment; and

WHEREAS, this access and utility easement will be used to construct a driveway providing for ingress and egress from the street which will allow authorized vehicles to access the leased site; and

WHEREAS, it is in the best interest of the public that the City of Laredo grants the ingress and egress access easement and utility easement to Branch Towers III, LLC. in the form and content attached as Exhibit "A" as Survey of Tract, Exhibit "B" as Aerial Map and in Exhibit "C" Lease agreement.

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

1. The Co-Interim City Managers are hereby authorized to convey to Branch Towers III, LLC, an ingress and egress access and utility easement which will allow authorized personnel and vehicles to enter and exit the leased site

2. The form of such easement is attached as Exhibit "A" as Survey of Tract, Exhibit "B" as Aerial Map and Exhibit "C" Lease Agreement.

3. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE APPROVED on this the _____ day of _____ , 2019.

PETE SAENZ
MAYOR

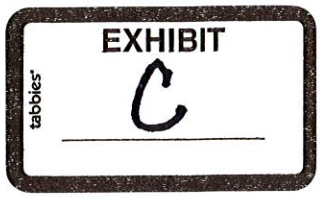
ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM

KRISTAIN LAURELL HALE
CITY ATTORYNEY

BY: _____
XAVIER CHARLES
ASSISTANT CITY ATTORNEY



BETWEEN

THE CITY OF LAREDO

AND

BRANCH TOWERS III, LLC

FOR

ELEDEN PARK

DATED

May 20, 2019

OPTION LICENSE AGREEMENT

This Communications Site License Agreement ("License") is made as of May 20, 2019 ("**Effective Date**"), by and between the City of Laredo ("Licensor"), a Texas municipality, and Branch Towers III, LLC, a Delaware limited liability company, ("Licensee"), with its principal place of business at 1516 South Boston Avenue, Suite 215, Tulsa Oklahoma 74119. Licensor, Licensee and any permitted Sublicensees as provided for in Section 3 are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

1. **Premises & Grant of Authority.**

1.1 Licensor is the record owner of a piece of real property generally located at 4735 Loma Vista Drive, Laredo, Texas, Assessor's Parcel Number 275504, legally described in Exhibit "A." ("Property"). Licensor licenses to Licensee the property legally described in Exhibit "B" along with any necessary access rights, which are clearly and particularly depicted on Exhibit "B" attached hereto and incorporated herein by reference. The property legally described in Exhibit "B" shall be hereinafter be referred to as "The Premises" or "Premises."

1.2 Subject to the terms and conditions of this License, Licensor grants to Licensee the Premises so that Licensee, at its sole cost and expense, may construct and operate a wireless communications tower, including all necessary electrical equipment as further described in the engineered drawings found in Exhibit "B" and a list of equipment outlined on Exhibit "C." The tower and all necessary equipment as depicted in drawings pre construction and by photographs to demonstrate the tower and equipment as built shall be attached hereto as Exhibit "B" and shall hereinafter be referred to as "Facilities."

1.3 All Parties acknowledge that Licensor, in executing this License, is acting only in its capacity as the owner of the Premises and not in any governmental fashion. Licensee shall not consider this License as approval of any permits, licenses or other governmental approvals required for the construction or operation of a wireless communications tower.

1.4 All Parties further acknowledge that Licensee shall install and operate the wireless communications tower in a good and workmanlike manner that shall at all times be in compliance with federal, state and local law.

(a) Licensee's right to use the Premises is conditioned on obtaining and maintaining all federal, state and local permits, certificates, licenses and approvals to install, operate and maintain the Facilities.

Term.

1.5 The initial term of this License shall be five (5) years (the "Initial Term"), commencing on the earlier of (i) the date Licensee notifies Licensor in writing that Licensee has waived its right to terminate this License pursuant to Section 4 below; (ii) the date Licensee commences construction or installation of its Facilities on the Premises, or (iii) the first day after expiration of the "Due Diligence

Period" under Section 4 (such earlier date being the "Commencement Date"). The Initial Term of this License shall expire at Midnight on the day before the fifth (5th) anniversary of the Commencement Date. This License will automatically renew for five (5) additional terms of five (5) years each unless Licensee notifies Licensor in writing of Licensee's intention not to renew this Agreement at least one hundred and eighty (180) days prior to the expiration of the Initial Term or Renewal term.

1.6 Each Renewal Term shall be based on the same terms and conditions as set forth herein.

1.7 If Licensee shall remain in possession of the Premises at the expiration of the initial term of this License or any Renewal Term without a written agreement, such possession shall be deemed a holdover use under the same terms and conditions of this License, except that the License Fee shall be 250% of the License Fees in effect at the expiration of this Agreement. Nothing contained herein shall grant Licensee the right to holdover after the term of this Agreement has expired.

2. **License Fee.**

2.1 From and after the occurrence of the Commencement Date until the commencement of a Renewal Term, Licensee shall pay Licensor annually in advance, the sum of Twenty Five Thousand Dollars ($25,000.00) ("License Fee") The License Fee shall increase annually during the Initial Term and any Renewal Term, effective as of each anniversary of the Commencement Date, by an amount equal to three percent (3%) per annum above the amount of the License Fee in effect immediately prior to such increase. The License Fee shall be payable annually in advance without offset or deduction, except as provided herein, at Licensor's address specified below or to any other person or firm as Licensor may, from time to time, designate in writing at least sixty (60) days in advance of any License Fee payment date. If, at any time, Licensee fails to make timely payment, interest shall accrue on the past due amount at the rate of eighteen percent (18%) per annum or the maximum allowable by law, whichever is less, until paid in full. This right is in addition to all rights of Licensor to terminate this License. All sums payable by Licensee under this License, whether or not stated to be License fees or additional License fees, shall be collectible by Licensor as License fees, and upon default in payment thereof Licensor shall have the same rights and remedies as for failure to pay License fees (without prejudice to any other right or remedy available therefor).

2.2 Simultaneously with the execution of this License by Licensee, Licensee has paid to Licensor, and Licensor hereby acknowledges receipt of, a commitment deposit in the amount equal to 25% of the first year's rent under this License (the "Commitment Deposit"). Upon the commencement of the term of this License, the Commitment Deposit shall be applied to the License Fee hereunder and the remainder owed for the first year shall be immediately due and payable. Otherwise, the Commitment Deposit shall be retained by Licensor to offset expenses it has incurred in preparing and negotiating this Agreement.

2.3 Lessee intends to sublease space on the Communication Facility to third party collocator(s) ("**Collocator**"). The first Collocator shall be referred to as the Anchor Tenant. Lessor shall be entitled to an additional Six Hundred and NO/100 Dollars ($600.00) in monthly rent for each additional Collocator (2nd, 3rd 4th, etc.) ("**Collocator Fee**") after the initial installation of the Anchor Tenant (first Collocator). The Collocator Fee shall increase on an annual basis at the same rate as provided by Section 2.1 above.

2.4 Licensee shall have the right to use a direct deposit system with regard to License Fee payments. Licensor agrees to cooperate with Licensee in providing requisite information to Licensee for such direct deposit. The implementation of the direct deposit system shall be at Licensee's expense.

2.5 Should Licensee fail to vacate and return the premises to their prior state when due, the License Fee shall be 250% of the License Fee from the immediate prior year.

3. **Assignment or Subletting.**

3.1 Licensee shall not assign this License without the prior express written consent of the Licensor, which consent may be withheld in the Licensor's sole discretion,. However, Licensee shall be permitted to assign or transfer this Lease to a party acquiring substantially all of the assets of Licensee so long as the assignee or transferee, as applicable, agrees to be bound by the terms and conditions of this Lease and has a net worth (as defined by GAAP) equal to or greater than Licensee. After delivery by Licensee to Licensor of an instrument of assumption by an assignee that assumes all of the obligations of Licensee under this License, Licensee will be relieved of all liability hereunder except where terms are extended beyond the termination date.

3.2 Licensor may assign this Lease, in whole or in part, to any person or entity (a) who or which acquires fee title to the Premises, and/or (b) who or which agrees to be subject to and bound by all provisions of this Lease.

3.3 As provided in Section 3.2, Licensee may sublicense the Premises to any qualified third party communications provider consistent with this License. Prior to doing so, Licensee shall notify Licensor. Moreover, in the event that such sublicensee requires additional ground space outside of the Premises, said Sublicensee (Subleasee) shall enter into a separate license with Licensor to do so or this License may be amended to provide for such additional space.

4. **Due Diligence Period.**

4.1 From and after the Date of this License through and including the date which is One Hundred and Eighty (180) days after the Date of this License (the "Due Diligence Period"), which may be extended by mutual agreement between the Licensor and Licensee, Licensee and its agents, engineers, contractors and other representatives, in accord with the notice requirements of Section 15 below, shall have the right to enter upon the Property, upon prior notice to Licensor, to inspect, examine, sample and conduct all engineering tests or studies of the Property, to apply for and obtain all licenses and permits required for Licensee's Use of the Premises from all applicable governmental or regulatory entities ("Governmental Approval"), and otherwise do those things on the Property that, in the opinion of Licensee, are necessary to determine the physical condition of the Property, Licensor's title to the Property and the feasibility or suitability of the Property for Licensee's Permitted Use, all at Licensee's expense. Licensee, at its own cost and expense, (1) shall repair any damage caused by such examination or inspection and restore the Property to its condition prior to such testing, and (2) shall provide Licensor with an insurance certificate, with limits of coverage and from an insurer licensed to do business in the state and reasonably satisfactory to Licensor, naming the Licensor as an additional insured for any loss, damage, claims or liability suffered by Licensor, or by or to any portion of the Property resulting from any of the activities permitted in this Section 4 (such insurance certificate to be provided to Licensor prior to the commencement of any such activities).

4.2 Licensee shall not be liable to Licensor or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Licensee's inspection. If, in the sole and absolute opinion of Licensee, the Premises are not suitable for Licensee's intended use, or Licensee determines that the operation of a communications facility on or within the Premises would not be in Licensee's best interests, Licensee shall have the right

at any time prior to the expiration of the Due Diligence Period to terminate this License by sending written notice of termination to Licensor. In the event of such termination, Licensor shall retain the Commitment Deposit as consideration for Licensee's right to terminate. Thereafter, neither Licensor nor Licensee shall have any further obligation or liability under this License except as otherwise provided herein. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any inspection of the Premises by Licensee and its agents, engineers, contractors and other representatives during the Due Diligence Period, excluding, however, any liability arising from any pre-existing condition.

5. **Interference.**

5.1 Licensee shall operate its Facilities in a manner that will not cause interference with the use or enjoyment of the Property by Licensor and other Licensees or licensees in and/or on the Property as of the date of this Agreement including but not limited to, the MATV systems, HVAC systems, roof, electronically controlled elevator system, computers, telephone systems, or any other system serving the Property and/or its occupants. Licensor hereby acknowledges that Licensee's use of the Premises for Licensee's Permitted Use shall not constitute an impermissible interference. All operations of Licensee shall be lawful and in compliance with all Governmental Requirements (as hereafter defined), rules and regulations including, but not limited to those of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA"). "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Property (including, without limitation, the Premises). Should Licensee be notified by any government agency of any violation, it must share said notice with Licensor within five business days of notice and Licensee shall provide Licensor documentation from the government agency that Licensee has cured the default. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any interference caused by Licensee's failure to comply with FCC or FAA rules and regulations that is not curtailed within thirty (30) days after Licensee receives written notice of such interference from Licensor. Licensee shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference as set forth in this License. If such interference caused by Licensee's failure to comply with FCC or FAA rules and regulations has not been corrected within thirty (30) days after Licensee receives notice thereof from Licensor, Licensor may require Licensee to remove the specific items from the Facilities causing such interference.

5.2 Licensor shall not alter its existing or contemplated use of the Property, nor shall Licensor permit any Licensees, licensees, employees, invitees or agents obtaining rights to the Property from and after the date hereof to use, any portion of the Property in any way which interferes with the operations of Licensee. Without limiting the generality of the foregoing, Licensor hereby acknowledges that in the event of any interference with Licensee's Permitted Use as a result of the transmission or reception (or both) of radio, microwave or other telecommunications signals by a future Licensee, licensee or occupant of the Property, Licensee's rights hereunder to conduct Licensee's Permitted Use shall be and remain superior to the rights of any such future Licensee, licensee or occupant, subject, however, to the provisions of Section 5.3. below. Licensor further acknowledges that interference with Licensee's operations shall cause Licensee to suffer irreparable injury and entitle Licensee, in addition to exercising any other rights hereunder or under applicable law, to seek the immediate enjoinment of such interference against the interfering party.

5.3 Licensor reserves the right to license other portions of the Property to other parties during the term of this License. Accordingly, Licensor agrees that any other person or entity who may install

equipment subsequent to the Commencement Date in and/or on the Property will be permitted to install only such communications equipment that is of the type and frequency that will not cause any interference to Licensee or persons or entities claiming through or under Licensee. In the event any such person or entity's equipment causes such interference, Licensor will cause the interfering party to take all steps necessary to correct and eliminate the interference or such interfering party will be required to cease operations until such interference is removed. To the extent that Licensee's operations are not within the parameters of its FCC license, this protection from co-located interference will not be applicable, but it shall be applicable with respect to those operations, or portions thereof, falling within the FCC license parameters. In the event that Licensee commences to use the Premises in a manner as to which Licensee is not presently licensed by the FCC, but with respect to which Licensee hereafter obtains necessary FCC licensure, Licensee's right to conduct such particular use shall be subordinate to the use of the Property by Licensor, other licensees or occupants thereof existing on or before the date on which Licensee commences such use. Licensor shall be under no obligation to exercise the duties concerning interference described above.

6. **Improvements & Utilities.**

6.1 Prior to installing or allowing any Facilities to be installed in or on the Premises, Licensee shall submit detailed engineering plans and specifications of the planned installation to Licensor for Licensor's written approval, which approval shall not be unreasonably withheld, delayed or conditioned. Licensor's review of Licensee's plans shall include a review of the appearance of the Facilities. The Facilities to be installed must be in compliance with all federal, state, and local laws, including but not limited to local zoning requirements, and will adhere to all technical standards set forth in this License. Licensor's approval of any installation is not a representation that such installation of the Facilities is in compliance with all applicable governmental laws, ordinances, rules and regulations or that such facilities will not cause interference with other communications systems, if any, then in operation on the Property. Licensee hereby confirms and agrees that its Facilities shall be installed and operated solely within the Premises.

6.2 All work by Licensee shall be performed in compliance with applicable laws and ordinances. During Licensee's construction of its Facilities, Licensee shall have, and Licensor hereby grants to Licensee, a temporary construction easement to use portions of the Property reasonably necessary for the storage of materials and staging of construction. Licensee and its contractors and subcontractors shall be solely responsible for the transportation, storage and safekeeping of materials and equipment used in the performance of any work, for the removal of waste and debris resulting therefrom on a daily basis, and for any damage caused by them to any installations or work performed by Licensee's contractors and subcontractors. Upon completion of construction, Licensee shall remove any items stored or placed by Licensee in such temporary easement area and return such area to Licensor in the condition existing prior to construction (subject to normal wear and tear).

6.3 Licensee is not authorized to contract for or on behalf of Licensor for work on, or the furnishing of materials to the Premises or any other part of the Property, and Licensee shall discharge of record by payment, bond or otherwise, within ten (10) days subsequent to the date of its receipt of notice thereof from Licensor, any mechanic's, laborer's or similar lien filed against the Premises or the Property for work or materials claimed to have been furnished at the instance of Licensee. The Facilities shall remain the exclusive property of Licensee during the term of this License, and Licensee shall have the right to remove all or any portion of the Facilities at any time during the term of this License or following the term of this License as hereinafter provided.

6.4 Licensee will notify Licensor prior to commencing Licensee's installation work on the Property. Prior to commencing any installation, Licensee will at its own cost and expense deliver to Licensor a certificate of insurance confirming that comprehensive general liability insurance as required under Section 14 of this License, covering the risk during the course of performance of Licensee's installation, has been obtained and is in place, which policy as endorsed will protect Licensor and Licensor's property manager, if applicable, with respect to the Property) against any claim or liability arising out of the installation. Licensee's contractor will name Licensor and Licensor's property manager as additional insured under contractor's insurance policies. Prior to Licensee's commencement of the installation of the Facilities, Licensee shall provide Licensor with copies of any Governmental Approvals obtained by Licensee with respect to this License.

6.5 All installation and other work to be performed by Licensee hereunder will be done in such a manner so as not to interfere materially with, delay or impose any additional expense upon Licensor in maintaining the Property. In no event will Licensor be required to consent to any installation or other work by Licensee which would physically affect any part of the Property outside the Premises (other than with respect to the temporary construction easement described in Section 6.2 hereof, which shall be subject to Licensee's duty to restore such area as provided therein). Licensee shall repair any damage caused by Licensee to Licensor's Property, reasonable wear and tear excepted.

6.6 Following any termination or expiration of this License, Licensee shall remove all of its Facilities. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were in prior to the installation or placement of the Facilities, reasonable wear and tear excepted, provided, however, this obligation to restore shall be limited to restoration to a depth of twenty-five (25) feet below grade. If Licensee fails to remove all of its Facilities within ninety (90) days after expiration or earlier termination of this License, Licensor may remove and dispose of the Facilities within the next succeeding year, and Licensee shall reimburse Licensor for the reasonable costs actually incurred of such removal and restoration of the Premises, or Licensor may deem the Facilities abandoned, whereupon the Facilities shall become Licensor's property. Licensee shall, at Licensee's expense, keep and maintain the Premises in commercially reasonable condition and repair during the term of this License. Licensee agrees to maintain its Facilities in proper operating condition and within industry accepted safety standards. All installations and operations of the Facilities by Licensee shall comply in all material respects with all applicable rules and regulations of the FCC and all applicable federal, state, city, county and local codes and regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Facilities. Licensee has the responsibility of carrying out all of the terms of its FCC license.

6.7 Licensee shall have the right, at Licensee's expense, to install utilities within the Property and to install or improve utilities on the Premises (including, but not limited to the installation of emergency power generators). All utility routes must be approved by Licensor prior to construction. Licensee agrees to have a separate meter installed for Licensee's electrical power consumption, whereupon Licensee shall pay the power utility directly for such usage.

7. Relocation.

7.1 In the event the Property is sold, transferred, developed, redeveloped, renovated, upgraded, or put to another use by Licensor as directed by the Laredo City Council, the Licensee will be required to remove the Facilities at Licensee's expense for the purpose of relocation or disposal. If appropriate, Licensor will provide another location for the relocation of the Facilities, or for the installation of new improvements. Licensor will provide Licensee at least one (1) year of advance notice of the need for removal and relocation, and Licensee shall fully cooperate in such removal and

relocation. Licensor shall permit Licensee to place temporary Facilities (Cell on Wheels or similar installation) on the Property or at some other location acceptable to Licensee until such relocation is complete. If relocation is not possible, but the alteration to the Property will accommodate the installation of new facilities, the License will terminate and the parties may negotiate a new agreement appropriate for the new installation. The Parties will work together in an attempt to achieve a transition to the new facilities without service interruption.

8. **Technical Standards.**

8.1 Licensee agrees that the installation, operation and maintenance of its Facilities shall at all times, and at Licensee's expense, comply with all applicable governmental laws and regulations .

9. **Access.**

9.1 Upon 24 hour notice in writing to Licensor, Licensee and its "authorized personnel" shall be entitled to escorted access for customary maintenance of the Premises during Licensor's normal business hours. Should Licensee require emergency access, said access shall be obtained by calling Graciela S. Briones (956) 795-2350 and Arturo Gavilanes (956) 721-2000. For purposes hereof, authorized personnel shall mean only authorized employees, engineers, technicians, or properly authorized contractors of Licensee or persons under their direct supervision. All access to the Premises by Licensee shall be subject in each instance to the reasonable security requirements, including a required city escort, as well as compliance with reasonable rules and regulations from time to time in effect at the Property, of which Licensor shall inform Licensee in writing. Initial rules and regulations are attached as Exhibit D and incorporated by this reference. In the event Licensee requires access to the Premises outside of Licensor's normal business hours, Licensee will be responsible for any reasonable costs incurred by Licensor in providing such escorted access to the Premises.

10. **Events of Default.**

10.1 It shall be an Event of Default if any one or more of the following events shall occur:

10.2 Licensee shall default in the payment when due of any License Fees or other sum of money specified hereunder to be paid by Licensee, and Licensee does not remedy such default within ten (10) days after written notice thereof from Licensor (provided, however, that Licensor shall not be required to provide such notice with respect to more than two payments required during any calendar year during the term hereof); or

10.3 Licensee shall default in the performance of any other of the terms, conditions or covenants contained in this License to be performed or observed by Licensee other than that specified in (a) above and the interference provision herein and Licensee does not remedy such default within thirty (30) days after written notice thereof is given to Licensee or, if such default cannot be remedied in such period, Licensee does not, within twenty (20) days after such notice from Licensor, commence such efforts or acts as shall be necessary to remedy the default and continue to prosecute such efforts and/or acts to completion with reasonable diligence.

10.4 Upon the occurrence of an Event of Default, Licensor shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to the following:

(a) Following ten (10) days' notice to Licensee, declare to be immediately due and payable, on account of the License Fees and other charges herein reserved for the balance of the

term of this License (taken without regard to any early termination of such term on account of an Event of Default or other right to terminate this License), a sum equal to (i) all License Fees and other charges, payments, costs and expenses due from Licensee to Licensor and in arrears at the time of the Event of Default, plus (ii) the License Fees reserved for the then entire unexpired balance of the term of this License (taken without regard to any early termination of the term by virtue of an Event of Default), plus all other charges, payments, costs and expenses herein agreed to be paid by Licensee up to the end of such term which shall be capable of precise determination at the time of the Event of Default.

(b) Whether or not Licensor has elected to recover sum set forth in (a) above, terminate this License on at least five (5) days' notice to Licensee and, on the date specified in such notice, this License and the term hereby demised and all rights of Licensee hereunder shall expire and terminate and Licensee shall thereupon quit and surrender possession of the Demised Premises to Licensor in the condition elsewhere herein required in which event Licensee shall remain liable to Licensor as herein provided.

(c) Suspend the supply of electrical power to the Facilities until the default is cured by Licensee, and Licensor shall have no liability to Licensee, and Licensee shall have no right to an abatement of Base License Fees for such suspension and Licensee hereby waives all claims for damages against Licensor resulting from such suspension of services.

(d) In the event Licensor shall fail to keep or perform any of the terms, conditions or covenants contained in this License to be performed or observed by Licensor, and Licensor does not remedy such failure within thirty (30) days after written notice thereof is given to Licensor, Licensee shall have and shall be entitled to exercise any and all rights and remedies permitted by applicable law.

11. **Termination.**

11.1 Following the Commencement Date, and except as otherwise provided herein, provided that no Event of Default exists at the time of issuance of Licensee's written notice, this License may be terminated by Licensee or Licensor in the following circumstances:

(a) After the Initial Term, upon sixty (60) days prior written notice and without penalty or further liability, if Licensee is unable to operate the Facilities in accordance with Licensee's Permitted Use on the Premises as a result of material interference (other than on a temporary, non-recurring basis) resulting from the act of any third party (other than an Existing Licensee);

(b) After the Commencement of the License and upon ninety (90) days prior written notice, and upon payment to Licensor a termination fee equal to (1) one year's License Fee at the then current annual rental rate, if Licensee determines that, based on (i) technology, or (ii) changes in system design or system usage patterns, Licensee's use of the Facilities (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Licensee's communications system Such termination fee shall be payable at the time Licensee notifies Licensor of its election to terminate this License.

(c) Upon one (1) year's written notice by Licensor to Licensee if the Laredo City Council passes an ordinance calling for all or any applicable portion of the Property to be sold, transferred, developed, redeveloped, renovated, upgraded, or declared surplus property in such a way that the use of the Property is no longer compatible with the Facilities installation.

(d) Upon one (1) year's written notice by Licensor to Licensee, if in accordance with applicable law, the Laredo City Council finds the use of the Premises has become a nuisance. In the event of an emergency brought about by such nuisance, the City Council may specify a shorter termination period.

(e) Upon termination in accordance with this Section, Licensee shall surrender and vacate the Premises and deliver possession thereof to Licensor on or before the termination date in the condition required under this License for surrender of the Premises.

12. **Casualty and Condemnation.**

12.1 If at any time during the term of this License all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Licensee's Permitted Use in a commercially reasonable manner) of the Facilities upon the Premises shall be damaged and/or destroyed by fire or other casualty, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Licensee shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid License Fee, to be apportioned as of the termination date.

12.2 If at any time during the term of this License all or "substantially all" (as described in the preceding subsection 12.1) of the Premises or the improvements located on the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid License Fee shall be apportioned as of said date and reimbursed to Licensee. Licensor and Licensee shall each be entitled to pursue their own separate awards with respect to such taking, but in any event, Licensee's award shall be limited to lost improvements investment, relocation, and loss of business. In the event of any taking of less than all or substantially all of the Premises, this License shall continue and each of Licensor and Licensee shall be entitled to pursue their own separate awards with respect to such taking.

13. **Taxes.**

13.1 Licensee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Facilities. Licensor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises and the Property. However, Licensee shall pay, as additional License Fee, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., rollback taxes) and all use and occupancy taxes, if any, which is directly attributable to Licensee's use of the Premises, and Licensor agrees to furnish written documentation of such increase to Licensee.

14. **Insurance, Release and Hold Harmless.**

14.1 Licensee shall, at Licensee's sole cost and expense, procure and continue in force during the term of this Agreement, including any Renewal Term:

14.2 Workers Compensation insurance at statutory limits, including Employers Liability coverage with a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate;

14.3 Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations($1,000,000 products/ completed operations aggregate) Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit.; and

14.4 Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage;

14.5 "All-risk" property insurance insuring the Facilities and its appurtenant personal property for full replacement costs.

14.6 Builders Risk coverage (if applicable) as follows:

(a) All Risk Builders Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.

(b) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes Licensor responsible for materials. The deductible shall not exceed $5,000.

14.7 Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

14.8 With reference to the foregoing insurance requirement, the Licensee shall specifically endorse applicable insurance policies as follows:

a) Licensor shall be named as an additional insured with respect to General Liability, Automobile Liability, and Builders' Risk.

b) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

c) A waiver of subrogation in favor of Licensor shall be contained in the Workers' Compensation and all liability policies.

d) All insurance policies shall be endorsed to require the insurer to immediately notify Licensor of any material change in the insurance coverage.

e) All insurance policies shall be endorsed to the effect that Licensor will receive at least thirty-(30) days' notice prior to cancellation or non-renewal of the insurance.

f) All insurance policies, which name Licensor as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

g) Required limits may be satisfied by any combination of primary and umbrella liability insurances.

h) Licensee may maintain reasonable and customary deductibles, subject to approval by Licensor.

i) Insurance must be purchased from insurers that are financially acceptable to Licensor.

j) Unless approved in writing by Licensor, Licensee shall place the Required Insurance with a current A.M. Best rating of at least A minus.

k) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

b. Shall specifically set forth the notice-of-cancellation or termination provisions to Licensor.

c. Upon request, Licensee shall furnish Licensor with certified copies of all insurance policies.

14.9 Any Subcontractor(s) hired by the Licensee shall maintain insurance coverage equal to that required of the Licensee. It is the responsibility of the Licensee to assure compliance with this provision. Licensor accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

14.10 Licensee hereby releases Licensor and Licensor's property manager, if any, and their respective agents, employees, officers, directors, shareholders and partners (collectively the "Releasees") from, and shall not hold Releasees liable for, any liability for personal injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Premises from any cause whatsoever unless such damage, loss or injury directly results from the gross negligence or willful misconduct of the Releasees. Further, the Releasees shall not be liable to Licensee for any such damage or loss to the extent Licensee is compensated or would have been compensated by the insurance which Licensee is obligated to maintain pursuant to this Section 14.

14.11 Licensee agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the term of this Agreement, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Licensee may have been given access to or possession of all or any part of the Premises arising from:

(a) any work or act done in, on or about the Premises or any part thereof at the direction of Licensee, its agents, contractors, subcontractors, servants, employees, licensees or invitees, including but not limited to the installation, use, maintenance, repair or removal of the Facilities, except if such work or act is done or performed by Licensor or its agents or employee;

(b) any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, sublicensees, licensees or invitees;

(c) any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Licensor, its employees or agents; and

(d) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with.

14.12 Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the term of this Agreement or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Building, to the extent that such loss or damage is recovered under an insurance policy or policies. Each party shall have their respective insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation.

15. **Notices.**

15.1 All notices, requests, demands and other communications hereunder shall be in writing and shall be personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Licensor:

City of Laredo, Texas, to:

Attn: I.S.T. Director

1102 Bob Bullock Loop

Laredo, Texas 78043

With a required copy sent to:

Best Best & Krieger LLP

Attn: Mr. Gerard Lavery Lederer

2000 Pennsylvania Avenue, NW

Suite 5300

Washington, DC 20006

If to Licensee, to:

Branch Communications, LLC
7335 South Lewis Avenue, Suite 300
Tulsa, OK 74136
Attention: Lease Administration

or to such other address as each party may designate for itself by like notice given in accordance with this Section.

15.2 Notices will be deemed to have been given upon either receipt or rejection. Such notice shall be deemed made when personally delivered or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

16. Quiet Enjoyment, Title and Authority.

16.1 Licensor covenants and warrants that (i) it has full right, power and authority to execute this License and has the power to grant all rights hereunder; (ii) it has good and marketable title to the Property free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Licensee's Permitted Use of the Premises; (iii) its execution and performance of this License will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, license or other agreement binding on Licensor; (iv) Licensee shall have the quiet enjoyment of the Premises, and Licensee shall not be disturbed as long as Licensee is not in default beyond any applicable grace or cure period; and (v) if the Premises are encumbered by a deed to secure debt, mortgage or other security interest, Licensor will make a reasonable, good faith effort to provide promptly to Licensee a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") on such lender's or mortgagees then current form. Licensor will permit Licensee to contact such holder directly and will cooperate with Licensee in connection with any such discussions between Licensee and such holder concerning an SNDA.

17. Hazardous Substances.

17.1 Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. This paragraph shall survive the termination of this License.

17.2 Licensee shall defend, indemnify and hold Licensor and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence of use of any Hazardous Substances placed or caused to be placed by Licensee or its partners, affiliates, agents, officials, officers, contractors or employees on the Premises. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), to insure, protect, hold harmless and indemnify Licensor from any liability created by Licensee pursuant to such sections.

17.3 Licensor makes no warranty or representation whatsoever concerning the Premises, including without limitation, the condition, fitness, or utility for any purpose thereof, of any improvements thereto with applicable laws, ordinances, or governmental regulations. Licensee's right to use Premises is strictly on an "as is" basis with all faults, existing as of the Effective Date. Licensor hereby disclaims all warranties whatsoever, express or implied, the condition of the soil (or water), geology, and any warranty of merchantability or habitability or fitness for a particular purpose.

17.4 Licensor or its officers, employees, contractors, or agents shall at all times have the right to enter and inspect the Premises and the operations conducted thereon to assure compliance with the requirements herein stated; provided, however, Licensor must first call Licensee at 918-949-4551 at least forty-eight (48) hours in advance of any proposed entry and/or inspection by Licensor to allow a representative of Licensee to be present during any such entry and/or inspection. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on the Premises and taking photographs, but may not in any event disrupt or interfere with Licensee's Permitted Use of the Premises.

17.5 Licensee shall, within forty-eight (48) hours of the discovery by Licensee of the presence of, or believed presence of, a Hazardous Substance within the Premises as defined herein, give written notice to Licensor in the event that Licensee knows or has reasonable cause to believe that any release of Hazardous Substance has come or will come to be located on, under, about or within Premises. The failure to disclose in a timely manner the release of a Hazardous Substance shall be a breach of this License by Licensee. Licensee shall immediately clean up and completely remove such release of Hazardous Substances to the extent released by Licensee on, under, about or within Premises, in a manner that is in all respects safe and in accordance with all applicable laws, rules, and regulations.

17.6 In the event Hazardous Substances used in violation of applicable laws are discovered, Licensee shall disclose to Licensor the specific information regarding Licensee's discovery of any Hazardous Substances in violation of applicable laws placed on, under, about or within Premises by Licensee, and provide written documentation of its safe and legal disposal.

17.7 Breach of any of these covenants, terms, and conditions, and Licensee's subsequent failure to cure within thirty (30) days after Licensee's receipt of written notice from Licensor (provided Licensee shall have such extended period beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Licensee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion), shall give Licensor the authority to either terminate this License or to shut down Licensee's operations thereon, at the sole discretion of Licensor. In either case, Licensee will continue to be liable under this License to remove and mitigate all Hazardous Substances to the extent placed by Licensee on, under, about or within the Premises or the Property in violation of applicable laws. Licensee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances to the extent introduced to the Premises by Licensee during Licensee's period of use and possession of Premises. Upon termination of this License, Licensee shall, in accordance with all applicable laws, remove from the Premises any equipment or improvements to the extent placed on Premises by Licensee that may be contaminated by Hazardous Substances.

17.8 The terms of this Section 17 shall survive the expiration or earlier termination of this License.

18. **Assignment to Affiliate.**

18.1 Licensee may assign this License and its other rights hereunder (including, without limitation its right to renew) to any person or business entity which is an "Affiliate" of Licensee upon written notification of Licensor. For purposes of this subparagraph, Affiliate shall mean: (i) a corporation which owns fifty percent (50%) or more of the outstanding common stock of Licensee, or (ii) a corporation which has fifty percent (50%) or more of its common stock owned by Licensee, or (iii) a partnership which owns fifty percent (50%) or more of the common stock of Licensee, or (iv) a partnership which has fifty percent (50%) or more of its interest in partnership profits owned by

Licensee, or (iv) an entity which purchases substantially all of the assets of Licensee, or (v) an entity which is the surviving entity in a merger pursuant to state corporation or partnership law with the Licensee.

18.2 Any assignment consented to by Licensor in its sole discretion shall not operate to release the assigning Licensee from its liabilities and obligations arising hereunder unless specifically reserved; provided, however, that an assignment of this License to an entity having a net worth of $50,000,000 or more (or to an entity providing a guaranty in Licensor's favor by a guarantor having a net worth equal to or greater than such amount) shall operate to discharge all further obligations of Licensee hereunder.

19. **Successors and Assigns.**

19.1 This License shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

20. **Previous Licenses.**

20.1 In the event there is an existing license between Licensee and Licensor (or its predecessor-in-interest) covering the Premises, it is agreed and understood that this License shall cancel, supersede and terminate said prior license as of the Effective Date of this License.

21. **Waiver of Licensor's Lien.**

21.1 Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facilities or any portion thereof. The Facilities shall be deemed personal property for purposes of this License, regardless of whether any portion thereof is deemed real or personal property under applicable law, and Licensor hereby consents to Licensee's right to remove all or any portion of the Facilities from time to time in Licensee's sole discretion.

22. **Miscellaneous.**

22.1 The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to any provision in this License providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.

22.2 Each party agrees to furnish to the other, within ten (10) business days after request, such truthful, customary and reasonable estoppel information as the other may reasonably request.

22.3 This License constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this License must be in writing and executed by both parties.

22.4 Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation

asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

22.5 Each party agrees to cooperate with the other in executing any documents (including a Memorandum or short form of License and/or easement agreement) necessary to protect its rights under this License. Unless the laws of the state in which the Property is located prohibit the recordation of a memorandum or short form of License, neither party shall record this License, but may record, in lieu thereof, the aforementioned Memorandum or short form of License. In the event of a recordation prohibition described above, either party may record this License. Either party may record an easement agreement. A draft Memorandum of Agreement is attached hereto as Exhibit F

22.6 This License shall be construed in accordance with the laws of the county and state in which the Premises are located.

22.7 If any term of this License is found to be void or invalid, such invalidity shall not affect the remaining terms of this License, which shall continue in full force and effect.

23. **Mortgage Subordination.**

23.1 This License is and shall be subject and subordinate to all ground or underlying leases of the entire Property and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any Licensor or mortgagee, but in confirmation of such subordination, Licensee shall execute, within fifteen (15) days after request, any certificate that Licensor may reasonably require acknowledging such subordination. Notwithstanding the foregoing, the party holding the instrument to which this License is subordinate shall have the right to recognize and preserve this License in the event of any foreclosure sale or possessory action, and in such case, this License shall continue in full force and effect at the option of the party holding the superior lien and Licensee shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment. Notwithstanding the foregoing, the subordination set forth above shall be subject to the terms of any SNDA which may be entered into by and between Licensee, Licensor and Licensor's mortgagee.

24. **RF Signage and Notices.**

24.1 Licensee, and any permitted sublicensee, shall install signs alerting the public, but especially workers and public safety officials of any radio frequency emissions or other safety issues. These signs shall comply with OSHA 1910.145 and OSHA CFR 1926.200. In addition, Licensee and any permitted Sublicensee are referred to two recent FCC and OSHA enforcements orders for guidance on signage. (See http://www.fcc.gov/eb/Orders/2007/DA-07-549A1.html and http://www.fcc.gov/eb/Orders/2007/DA-07-2138A1.html)

24.2 To assist Licensee and any permitted Sublicensee, attached hereto and incorporated herein as Exhibit E is the industry standard for signage as established by PCIA – The Wireless Infrastructure Association's Technical Council.

25. **Amendments.**

25.1 The provisions of this License may be amended only by mutual written consent of the Parties.

26. **No Relocation Assistance.**

27. Licensee acknowledges that Licensee is not entitled to relocation assistance, or any other applicable provision of law upon termination of this License **Time.**

27.1 Time is of the essence of this License.

[SIGNATURES APPEAR ON PAGES IMMEDIATELY FOLLOWING.]

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date aforesaid.

LICENSOR: CITY OF LAREDO, TEXAS

By: Rosario C. Cabello

Rosario C. Cabello, Interim Co-City Manager

By: Robert A. Eads

Robert A. Eads, Interim Co-City Manager

Date: 5/31/19

LICENSEE: BRANCH TOWERS III, LLC

A Delaware limited liability company

By: CB

Printed Name: Curtis Branch

Title: President and CEO and Manager

Date: 6/11/19

Attest:

Jose A. Valdez, Jr.

City Secretary

Approved as to Form:

Kristina Laurel Hale
City Attorney

By:
Cristian Rosas-Grillet
Assistant City Attorney

EXHIBIT "A"

PROPERTY

The Surface Only to all of Lot Twelve (12), Block one (Blk. 1) of the Eleden B.P. Newman Park Plat Subdivision, a subdivision in Laredo, Webb county, Texas, as per subdivision plat recorded in Volume 22, Page 50, of the Plat Records of Webb County, Texas.

The street address of the Property is: 4735 Loma Vista Drive, Laredo, TX 78046

The Assessor's Parcel Number is: 275504

EXHIBIT "B"

PREMISES

THIS EXHIBIT SHALL CONTAIN A SURVEYED DRAWING OF THE TOWER AND ANY SUPPORT STRUCTURES, WITH LICENSEE HAVING THE OBLIGATION TO PROVIDE AN AS-BUILT DRAWING AND PHOTOS WITHIN 1 MONTH OF COMPLETION.

The Premises shall consist of the following:

1. Ground space measuring approximately 60' in length by 40' in width.

40' X 60' LEASE AREA (AS-SURVEYED)

Being a portion of that certain tract of land as described and recorded in Volume 1420, Page 433 in the Office of the County Clerk, Webb County, Texas lying in Lot 12, Block 1 of the Eleden B. P. Newman Park Plat Subdivision said Webb County and being more particularly described as follows:

Commencing at a 3/8" rebar found on the north right-of-way line of Los Pinos Drive at the southwest corner of Lot 14, Block 1 of the Eleden Subdivision Unit X as recorded in Volume 25, Page 58 of Webb County Deed Records; thence N 89°54'58" E along said right-of-way a distance of 45.08 feet to a 3/8" rebar found at the southeast corner of said Lot 14; thence N 44°28'27" E a distance of 199.11 feet to a 5/8" rebar set and the Point of Beginning; thence N 00°22'48" W a distance of 60.00 feet to a 5/8" rebar set; thence N 89°37'08" E a distance of 40.00 feet to a 5/8" rebar set; thence S 00°22'48" E a distance of 60.00 feet to a 5/8" rebar set; thence S 89°37'08" W a distance of 40.00 feet to the Point of Beginning. Said above described Lease Area contains 2,400.0 square feet or 0.06 acres, more or less.

30' INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)

Being a portion of that certain tract of land as described and recorded in Volume 1420, Page 433 in the Office of the County Clerk, Webb County, Texas lying in Lot 12, Block 1 of the Eleden B. P. Newman Park Plat Subdivision said Webb County and being more particularly described as follows:

Commencing at a 3/8" rebar found on the north right-of-way line of Los Pinos Drive at the southwest corner of Lot 14, Block 1 of the Eleden Subdivision Unit X as recorded in Volume 25, Page 58 of Webb County Deed Records; thence N 89°54'58" E along said right-of-way a distance of 45.08 feet to a 3/8" rebar found at the southeast corner of said Lot 14; thence N 44°28'27" E a distance of 199.11 feet to a 5/8" rebar set; thence N 00°22'48" W a distance of 15.00 feet to the Point of Beginning of an Ingress/Egress & Utility Easement being 30 feet in width lying 15 feet each side of the following described centerline; thence S 89°37'08" W a distance of 235.02 feet, more or less, to the east right-of-way line of Loma Vista Drive and Point of Ending. Said above described Easement contains 7,050.7 square feet or 0.16 acres, more or less.

EXHIBIT "C"

COMMUNICATIONS EQUIPMENT

1. The Tower shall contain the antennas, antenna mounts, and associated wiring and cabling listed below.

2. Building housing communications equipment and appurtenances associated therewith as more fully described below.

Antennas	Number	Type
AAFIA/Commscope/Andrew	3	Massive MIMO/FFHH-65C-R3
HCS Hybrid Cable	2	Commscope
RRUs (Remote Raido Units)	9	Nokia

EXHIBIT "D"

1. Licensee shall call Graciela S. Briones (956) 795-2350 and Arturo Gavilanes (956) 721-2000 no less than 48 hours before commencing any work on their equipment at the Premises.

2. Licensee shall also send notification 48 hours before commencing work at the Property by email to the following people:

Ramon Chavez (rchavez@ci.laredo.tx.us)
Graciela S. Briones (gbriones@ci.laredo.tx.us)
Anita O. Stanley (astanley@ci.laredo.tx.us)
Arturo Gavilanes (agavilanes@ci.laredo.tx.us)

3. Licensee shall call Graciela S. Briones (956) 795-2350 and Arturo Gavilanes (956) 721-2000 when their work is completed and ready for inspection before they leave the Property.

4. The Licensor shall arrange for an inspector to review the work to ensure that changes made by the Licensee do not affect Licensor equipment. Licensee shall make any changes required by the inspector at its sole cost and expense, including all applicable inspection and permit fees.

5. Licensee's (or its agents') construction trailers, tools or equipment on the Property shall be marked with the company name, phone number and contact person.

6. Licensor may revise or supplemental these operational requirements with written notice to Licensee.

EXHIBIT E

PCIA Tech Council

RF Signage Standards

Notice

Sign Location: Point of access to the site or physical barrier to the site

Appropriate for: Addressing practices not related personal injury

Example: Areas with no trespassing where RF leaks or temporary RF level spikes may occur, but not exceeding the average limits

Color: Blue heading band containing white "NOTICE" text

Symbol: Radiating tower

Additional language (descending):

RADIO FREQUENCY ENVIRONMENT AREA

AUTHORIZED PERSONNEL ONLY BEYOND THIS POINT!

Personnel proceeding beyond this point must obey all posted signs, site guidelines, and Federal Regulations for working in radio frequency environments

In accordance with Federal Regulations on frequency emissions

Shape: vertical rectangle with rounded edges

Caution

Sign Location: Areas where RF assessment has determined RF emissions exceed the FCC Uncontrolled/General Population exposure limit

Example: Base of a tower where personnel may find themselves in RF fields that exceed the FCC Uncontrolled/General Population limit, but are less than 100% of the Controlled Worker Standard under time-weighted average guidelines

Appropriate for: Warning against potential hazards that could result in minor or moderate injury

Color: Yellow heading band containing black "CAUTION" text

Symbols:

Yellow exclamation point in black triangle next to "CAUTION"

Radiating tower in yellow triangle with black outline

Additional language (descending):

BEYOND THIS POINT:

Radio frequency fields at this site may exceed FCC rules for human exposure

For your safety, obey all posted signs and site guidelines for working in radio frequency environments

In accordance with Federal Regulations on frequency emissions

Shape: vertical rectangle with rounded edges

Warning

Sign location: Posted in advance of areas that have been determined to have RF emission levels that exceed the Controlled/Occupational RF limit or borderline Controlled-Occupational/Above Controlled areas

Example: This would include those areas with high power broadcast or paging, or areas within a few feet of most other antennas.

Appropriate for: Indicating a potentially hazardous situation that, if not avoided, could result in serious injury or death.

Color: Red heading band containing black "WARNING" text

Symbol:

Red exclamation point in black triangle next to "WARNING"

Radiating tower in red triangle with black outline

Additional language (descending)

BEYOND THIS POINT:

Radio frequency fields at this site may exceed FCC rules for human exposure

For your safety, obey all posted signs and site guidelines for working in radio frequency environments

In accordance with Federal Regulations on frequency emissions

Shape: vertical rectangle with rounded edges

Miscellaneous Factors:

Key sign word should be 2" in height visible at 25'

New ANSI standard emphasizes custom design

Suggests adding an action statement, consequences, a symbol, use mixed case, and in many situations add emergency information.

Caution signs without a safety alert symbol may be used to alert against unsafe practices that can result in property damage only

Warning and Danger signs should not be used for property damage hazards unless personal injury risk appropriate to this level is also involved

EXHIBIT F

MEMORANDUM OF AGREEMENT

Prepared By and Return To:
Branch Towers III, LLC
Attn: Curtis Branch
7335 South Lewis Ave, Suite 300
Tulsa, OK 74136
(918) 949-4551

This Memorandum of Agreement is entered into on this____ day of _____, 201__, by and between, City of Laredo, a Texas Municipality(hereinafter referred to as "Licensor") and Branch Towers III, LLC, a Delaware limited liability company, with offices at 7335 South Lewis Ave, Suite 300, Tulsa, OK 74136, (hereinafter referred to as "Licensee").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Agreement. To the extent that notice of such Agreement has been previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Lease**. Licensor is the owner of certain real property being described in **Schedule A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"). Licensor and Licensee entered into that certain License Agreement dated _____ (as the same may have been amended from time to time, collectively, the "Agreement"), for the purpose of installing, operating and maintaining a radio communications facility and other improvements pursuant to which the Licensee licenses a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Agreement (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the " ***Premises***"), which Premises is described on **Schedule B**.

2. **Term**. The initial lease term will be five (5) years ("Initial Term") commencing on the effective date of written notification by Licensee to Licensor of Licensee's exercise of the Option ("Term Commencement Date"), with five (5) successive five (5) year options to renew. Licensee shall record a Memorandum of Agreement Commencement in the official public records of the county in which the Premises is located.

3. **Licensed Premises Description**. Licensee shall have the right, exercisable by Licensee at any time during the original or renewal terms of the Agreement, to cause a survey of the Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Premises set forth on Exhibit A with a legal description or legal descriptions based upon such survey. Upon Licensee's request, Licensor shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Agreement.

4. **Effect/Miscellaneous**. This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Agreement, the Lease shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the _____ day of _____, 201_.

LICENSOR: CITY OF LAREDO

By: Rosario C. Cabello

Name: Rosario C. Cabello, Interim Co-City Manager

Date: 5/31/19

By: Robert A. Eads

Name: Robert A. Eads, Interim Co-City Manager

Date: 5/31/19

LICENSEE: BRANCH TOWERS III, LLC
a Delaware Limited Liability Company

By: C R B

Name: Curtis R. Branch

Date: 6/11/19

STATE OF Texas)

COUNTY OF Webb)

On this 31 day of May, 2019, before me the undersigned Notary Public, personally appeared Rosario C. Cabello / Robert A. Eads to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)

ALEJANDRA QUINTANILLA
Notary Public, State of Texas
Comm. Expires 02-21-2022
Notary ID 131459731

Notary Public in
And for the State of Texas

Commission expires: 02-21-2022

Schedule A

PARENT PARCEL

The Surface Only to all of Lot Twelve (12), B lock one of the Elden B.P. Newman Park Plat Subdivision, a subdivision in Laredo, Webb county, Texas, as per subdivision plat recorded in Volume 22, Page 50, of the Plat Records of Webb County, Texas.

The street address of the Property is:

The Assessor's Parcel Number is:275504

Schedule B
Premises

***Licensee* shall have the right to replace this description with a description obtained from the Lease or from a description obtained from a survey conducted by *Licensee*.**

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Licensee in the Lease; (ii) Licensee's (and Licensee's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

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

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: Rosario Cabello, Co-Interim City Manager

Initiated By: Rosario Cabello, Interim Co-City Manager

Staff Source: Riazul Mia, Utilities Director, Arturo Garcia Community, Development Department Director

---

SUBJECT

Public Hearing and Introductory Ordinance authorizing the Co-Interim City Managers to execute legal documents conveying a perpetual easement and right of way to AEP Texas, Inc. over, under, across, and upon a .0668 acre tract of land, more or less, situated in Porcion 23, Leonardo Sanches, Original Grantee, Abstract 283, City of Laredo, Webb County, Texas; said .0668 acre tract being out of a tract called to contain 48.8857 acres as per "Deed of Exchange, Correction, and Substitution" conveyed to Del Mar Conservation District filed of record in Volume 1071, Pages 445-456, Deed Records of Webb County, Texas. This 48.8857 acre tract officially became City of Laredo, Texas property by annexation Ordinance No. 84-O-694 effective March 23, 1984 and is commonly known as the North Laredo Wastewater Treatment Plant (NLWWTP); said .0668 acre tract is more particularly described by metes and bounds in attached "Exhibit A" and boundary survey in attached "Exhibit B"; and providing for an effective date.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

AEP Texas, Inc. has requested that the City of Laredo grant them a perpetual easement and right of way with the right of ingress and egress over, under, across, and upon the easement area for the purpose of constructing, operating, reconstructing and installing of electrical facilities which include but are not limited to, distribution lines, consisting of poles made of wood, metal, or other materials, cross arms, static wires, guys, wire circuits, underground cables, conduits, communication circuits, metering equipment and all necessary or desirable appurtenances.

The conveyance of this easement is needed for the construction of the new Utilities Department Administration Building being built at the North Laredo Waste Water Treatment Plant.

It is in the best interest of the City of Laredo to convey the above referenced easement to AEP Texas, Inc., as described by both Exhibits A & B.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this introductory ordinance.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
No Financial Impact.

Attachments

Introductory Ordinance
Exhibit A - Metes and Bounds
Exhibit B - Boundary Survey
Easement and Right of Way - Legal Document

ORDINANCE NO. 2019-O-

AUTHORIZING THE INTERIM CO-CITY MANAGERS TO EXECUTE LEGAL DOCUMENTS CONVEYING A PERPETUAL EASEMENT AND RIGHT OF WAY TO AEP TEXAS, INC. OVER, UNDER, ACROSS, AND UPON A .0668 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN PORCION 23, LEONARDO SANCHES, ORIGINAL GRANTEE, ABSTRACT 283, CITY OF LAREDO, WEBB COUNTY, TEXAS, SAID .0668 ACRE TRACT BEING OUT OF A TRACT CALLED TO CONTAIN 48.8857 ACRES AS PER "DEED OF EXCHANGE, CORRECTION, AND SUBSTITUTION" CONVEYED TO DEL MAR CONSERVATION DISTRICT FILED OF RECORD IN VOLUME 1071, PAGES 445-456, DEED RECORDS OF WEBB COUNTY, TEXAS. THIS 48.8857 ACRE TRACT OFFICIALLY BECAME CITY OF LAREDO, TEXAS PROPERTY BY ANNEXATION ORDINANCE NO. 84-O-694 EFFECTIVE MARCH 23, 1984 AND IS COMMONLY KNOWN AS THE NORTH LAREDO WASTEWATER TREATMENT PLANT (NLWWTP); SAID .0668 ACRE TRACT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN ATTACHED "EXHIBIT A" AND BOUNDARY SURVEY IN ATTACHED "EXHIBIT B" ; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, AEP Texas, Inc**.** has asked the City of Laredo to grant them a perpetual easement and right of way with the right of ingress and egress over, under, across, and upon the easement area for the purposes of constructing the new Utilities Administration Building at the North Laredo Wastewater Treatment Plant, and

WHEREAS, said easement will be utilized for the purposes of constructing, operating, reconstructing and installing of electrical facilities which include but are not limited to, distribution lines, consisting of poles made of wood, metal, or other materials, cross arms, static wires, guys, wire circuits, underground cables, conduits, communication circuits, metering equipment and all necessary or desirable appurtenances, and

WHEREAS, the City Council finds that it is necessary and in the best interest of the City of Laredo to grant said easement and right of way to AEP, Texas Inc., as described in Exhibits "A" and "B".

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

A. It authorizes the Co-Interim City Managers to execute legal documents conveying a perpetual easement and right of way to AEP Texas, Inc. over, under, across, and upon a .0668 acre tract of land, more or less, situated in Porcion 23, Leonardo Sanches, Original Grantee, Abstract 283, City of Laredo, Webb county, Texas, said .0668 acre tract being out of a tract called to contain 48.8857 acres as per "Deed of Exchange, Correction, and Substitution" conveyed to Del Mar Conservation District filed of record in Volume 1071, Pages 445-456, Deed Records of Webb County, Texas**.** This 48.8857 acre tract officially became City of Laredo, Texas property

by annexation Ordinance No. 84-O-694 effective March 23, 1984 and is commonly known as the North Laredo Waste Water Treatment Plant (NLWWTP); said .0668 acre tract is more particularly described by metes and bounds in attached "Exhibit A" and boundary survey in attached "Exhibit B".

B. Said easement will be utilized for the instillation of electrical facilities to serve the new Utilities Department Administration Building being built at the North Laredo Wastewater Treatment Plant.

C. This ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS_____ DAY OF _____, 2019.

_____
PETER SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

_____
BY: XAVIER CHARLES
ASSISTANT CITY ATTORNEY

HOWLAND
ENGINEERING AND SURVEYING CO.

WR: 73720031

Exhibit A

LEGAL DESCRIPTION 0.0668 ACRES

A TRACT OF LAND CONTAINING 0.0668 ACRES (2909.41 square feet), more or less, situated in Porcion 23, Leonardo Sanches, Original Grantee, Abstract 283, City of Laredo, Webb County, Texas, said 0.0668 acre tract being out of a tract called to contain 48.8857 acres as per "Deed of Exchange, Correction and Substitution" conveyed to Del Mar Conservation District filed of record in Volume 1071, Pages 445-456, Deed Records of Webb County, Texas. This 48.8857 acre tract officially became City of Laredo, Texas property by Annexation Ordinance No. 84-O-694 effective March 23, 1984 and is commonly known as the North Laredo Wastewater Treatment Plant (NLWWTP); said 0.0668 acre tract being more particularly described as follows:

COMMENCING for a point of reference at a ½" iron rod found on the northerly right-of-way line of Shiloh Dr. (120.00' ROW at this point), said rod being the southeasterly corner of Lot 5, Block 14, Highland Park Subdivision, Unit 3 as per plat recorded in Volume 17, Page 18, Plat Records of Webb County, Texas;

THENCE S41°57'47"W, a distance of 274.88' to a point on the southerly right-of way line of Shiloh Dr. same being on the northerly line of said 48.8857 acre NLWWTP tract for the northeast corner and the True **POINT OF BEGINNING** of this 0.0668 acre tract;

THENCE along the following bearings and distances through the NLWWTP tract as follows to deflection points:

S22°29'55"E – 260.05'
S 86°49'50"E – 2.90'
N67°30'05"E – 11.88'
S22°29'55"E – 15.00'
S67°30'05"W – 15.00'
N22°29'55"W – 5.40'
N86°49'50"W – 10.53'

THENCE N22°29'55"W, a distance of 266.40' to a point on the southerly right-of-way line of Shiloh Dr. (120' ROW at this point) same being a point on the northerly line of the 48.8857 acre NLWWTP tract for the northwest corner hereof;

THENCE N67°52'23"E, along the southerly right-of-way line of Shiloh Dr. same being along the northerly line of the NLWWTP tract a distance of 10.00' to the True **POINT OF BEGINNING** of this 0.0668 acre tract of land, more or less.

NOTES:

1. Basis of bearings GPS/NAD 83 Texas State Plane 4205 South Zone.
2. A survey drawing exhibit with the same date as this description was prepared as additional reference.
3. The intent of this description is to define an area for an electrical access easement to be granted to American Electric Power of Texas (AEP).

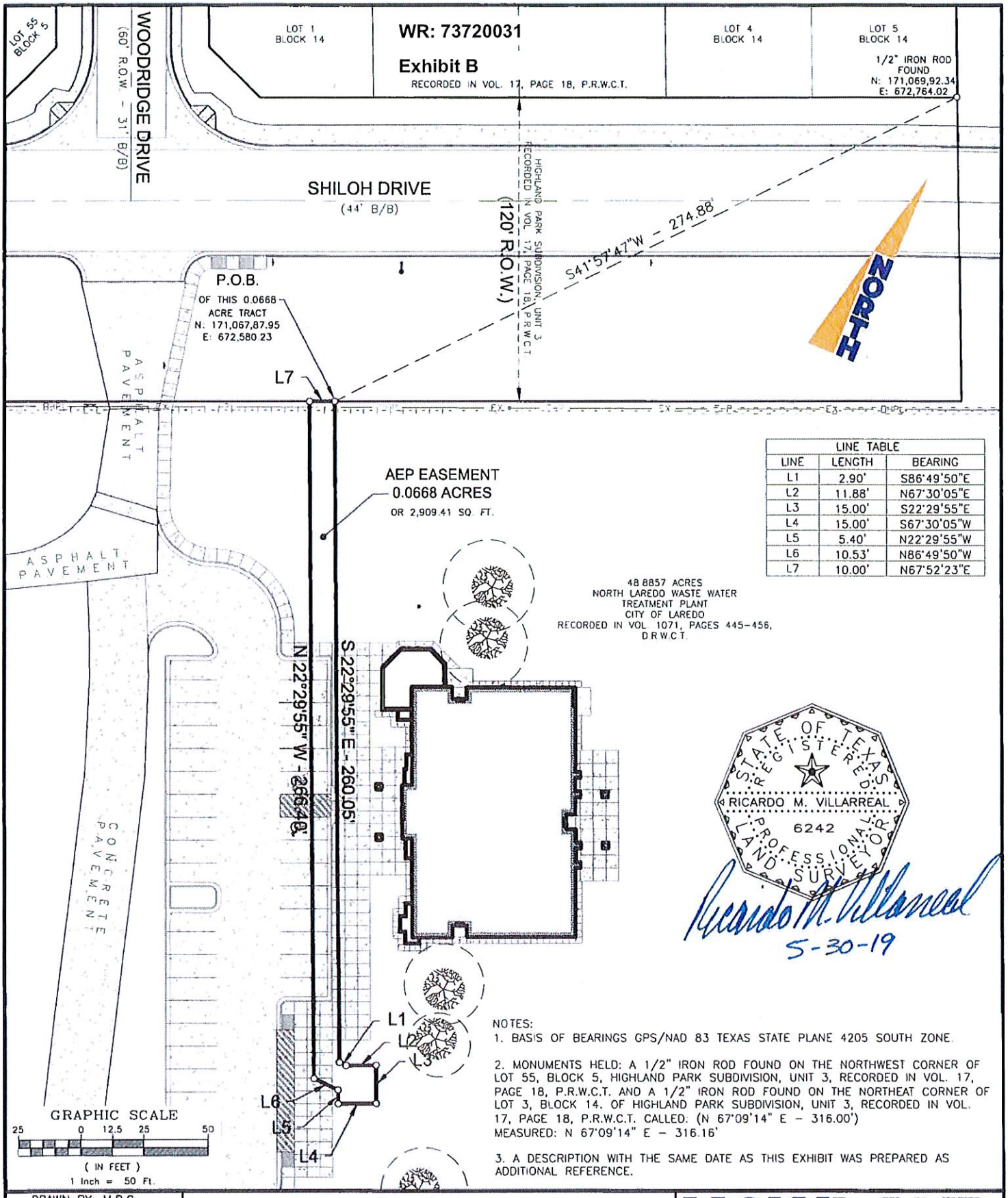
Ricardo M. Villarreal

Ricardo M. Villarreal, R.P.L.S. No. 6242

STATE OF TEXAS
REGISTERED
RICARDO M. VILLARREAL
6242
PROFESSIONAL
LAND SURVEYOR

5-30-19

P.O. Box 451128 (78045) | 7615 N. Bartlett Avenue | Laredo, Texas 78041-6508
Telephone: (956) 722-4411 | Facsimile: (956) 722-5414
howland@howlandcompanies.com www.howlandcompanies.com



LINE TABLE		
LINE	LENGTH	BEARING
L1	2.90'	S86°49'50"E
L2	11.88'	N67°30'05"E
L3	15.00'	S22°29'55"E
L4	15.00'	S67°30'05"W
L5	5.40'	N22°29'55"W
L6	10.53'	N86°49'50"W
L7	10.00'	N67°52'23"E

STATE OF TEXAS
REGISTERED
RICARDO M. VILLARREAL
6242
PROFESSIONAL
LAND SURVEYOR

Ricardo M. Villarreal
5-30-19

NOTES:
1. BASIS OF BEARINGS GPS/NAD 83 TEXAS STATE PLANE 4205 SOUTH ZONE.

2. MONUMENTS HELD: A 1/2" IRON ROD FOUND ON THE NORTHWEST CORNER OF LOT 55, BLOCK 5, HIGHLAND PARK SUBDIVISION, UNIT 3, RECORDED IN VOL. 17, PAGE 18, P.R.W.C.T. AND A 1/2" IRON ROD FOUND ON THE NORTHEAT CORNER OF LOT 3, BLOCK 14. OF HIGHLAND PARK SUBDIVISION, UNIT 3, RECORDED IN VOL. 17, PAGE 18, P.R.W.C.T. CALLED: (N 67°09'14" E - 316.00')
MEASURED: N 67°09'14" E - 316.16'

3. A DESCRIPTION WITH THE SAME DATE AS THIS EXHIBIT WAS PREPARED AS ADDITIONAL REFERENCE.

DRAWN BY:	M.R.G.
CHECKED BY:	O.J.S./R.M.V.
HSC JOB No.	E-139-17
FILENAME:	NORTHLWWTP
JOB No.	
DATE:	05.30.2019
SCALE:	1"=50'
SHEET:	1 OF 1

EXHIBIT
OF
AEP EASEMENT

A TRACT OF LAND CONTAINING 0.0668 ACRES, MORE OR LESS, SITUATED IN PORCION 23, LEONARDO SANCHES, ORIGINAL GRANTEE, ABSTRACT 283, BEING OUT OF A TRACT CALLED TO CONTAIN 48.8857 ACRES AS PER DEED RECORDED IN VOLUME 1071, PAGES 445 - 456, DEED RECORDS OF WEBB COUNTY, TEXAS.

HOWLAND
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4097 / TBPLS Firm Registration No. 100464-00
7615 N. Bartlett Avenue / P.O Box 451128 (78045) / Laredo, TX. 78041
P. 956.722.4411 / F. 956.722.5414
www.howlandcompanies.com

CP 460-OH/UG Rev (04/18)
Town: Laredo
Submitted by: RAP/GO

WR# 73220031

EASEMENT AND RIGHT OF WAY

CITY OF LAREDO, A MUNICIPAL CORPORATION, ("Grantor"), for and in consideration of Ten & 00/100 Dollars ($10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS INC.**, a Delaware Corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("Grantee") the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a perpetual easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, cross arms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon a portion of the following described land located in Webb County, Texas, to wit:

SEE EXHIBIT "A" AND "B", ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL APPLICABLE PURPOSES. (the "Easement Area")

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor's adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee's exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other above ground structure on or within the Easement Area containing Grantee's improvements without the express written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns forever. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2019.

[Rest of this page intentionally left blank-Signature page follows]

WR# 73220031

CITY OF LAREDO,
A MUNICIPAL CORPORATION

By: _____
Rosario Cabello, Co-Interim City Manager

By: _____
Robert A. Eads, Co-Interim City Manager

APPROVED AS TO FORM

By: _____
Xavier Charles, Assistant City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WEBB

This instrument was acknowledged before me on this _____ day of _____, 2019, by Rosario Cabello, Co-Interim City Manager of the City of Laredo.

_____
Notary Public, State of Texas

(Seal)

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WEBB

This instrument was acknowledged before me on this _____ day of _____, 2019, by Robert A. Eads, Co-Interim City Manager of the City of Laredo.

_____
Notary Public, State of Texas

(Seal)

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

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

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SUBJECT

Public Hearing and Introductory Ordinance authorizing Co-Interim City Managers to amend the FY 2018-2019 budget by appropriating additional revenues and expenditures in the amount of $791,295.00 for a total of $5,142,631.00 for the City of Laredo Health Department Women, Infant, and Children (WIC) Program for the term from October 1, 2018 through September 30, 2019. These additional funds were awarded by the Health and Human Services Commission (HHSC) for a modular building and other improvements.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On June 3, 2019, Council approved the award of the contract from HHSC, Resolution 2019-R-91.

BACKGROUND

The Health and Human Services Commission (HHSC) continues to contract with the City of Laredo to provide public health services to residents of Webb, Duval, Jim Hogg, Zapata, Brooks, Jim Wells, Kleberg and Live Oak Counties through the City of Laredo Health Department (CLHD) for wellness, nutrition and food supplemental services through the Women, Infant, and Children (WIC) Program. These additional funds were awarded for the purchase of a modular building and other improvements.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council introduce the Ordinance.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	

Source of Funds: HHSC

Account #: 226-6008

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The revenue account is 226-0000-323-4037 and the expenditure division is 226-6008 with project number HEWI11.

Attachments

Ordinance

ORDINANCE

AUTHORIZING THE CO-INTERIM CITY MANAGERS TO AMEND THE FY 2018-2019 BUDGET BY APPROPRIATING ADDITIONAL REVENUES AND EXPENDITURES IN THE AMOUNT OF $791,295.00 FOR A TOTAL OF $5,142,631.00 FOR THE CITY OF LAREDO HEALTH DEPARTMENT WOMEN, INFANT, AND CHILDREN (WIC) PROGRAM FOR THE TERM FROM OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019. THESE ADDITIONAL FUNDS WERE AWARDED BY THE HEALTH AND HUMAN SERVICES COMMISSION (HHSC) FOR A MODULAR BUILDING AND OTHER IMPROVEMENTS.

WHEREAS, the Health and Human Services Commission (HHSC) continues to contract with the City of Laredo to provide public health services to residents of Webb, Duval, Jim Hogg, Zapata, Brooks, Jim Wells, Kleberg and Live Oak Counties through the City of Laredo Health Department (CLHD) for wellness, nutrition and food supplemental services through the Women, Infant, and Children (WIC) Program. These additional funds were awarded for the purchase of a modular building and other improvements.

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

Section 1: The Co-Interim City Managers are hereby authorized to amend the FY 2018-2019 budget by appropriating additional revenues and expenditures in the amount of $791,295.00 for a total of $5,142,631.00 for the City of Laredo Health Department Women, Infant, and Children (WIC) Program for the term from October 1, 2018 through September 30, 2019. These additional funds were awarded by the Health and Human Services Commission (HHSC) for a modular building and other improvements.

Section 2: The revenue account is 226-0000-323-4037 and the expenditure division is 226-6008 with project number HEWI11.

Section 3: The Co-Interim City Managers are hereby authorized to make transfers within the budget as allowable under the General Provisions as set forth by the Health and Human Services Commission to meet the necessary costs to accomplish the scope of work for the project.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2019.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA K. LAUREL HALE
CITY ATTORNEY

CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

Public Hearings (also Intro Ord) **6.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Melina E. Bermudez, Human Resources Director

SUBJECT

Public Hearing and Introductory Ordinance amending the City of Laredo Fiscal Year 2018-2019 Health and Benefits Fund by appropriating a draw down of $2,600,000.00 from its opening balance and appropriating it for medical and prescription claims.

PREVIOUS COUNCIL ACTION

On September 17, 2018, the City Council adopted the annual budget for Fiscal Year 2018-2019.

BACKGROUND

Health and Prescription claims are projected to exceed appropriation by $2,600,000.00 for the current fiscal year. The drawdown of fund balance will provide the necessary appropriations to continue operation during the current fiscal year.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council introduce this Ordinance.

Fiscal Impact

Fiscal Year: 2018-2019
Bugeted Y/N?: Y
Source of Funds: Health & Benefits Fund
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Health and Benefits Fund	Annual Budget FY 2018-2019	Proposed Amendment	Amended Budget FY 2018-2019

Opening Balance	$3,862,393	-$2,600,000	$1,262,393
Health Medical Claims	$17,034,780	$2,200,000	$19,234,780
Prescription Claims	$4,945,961	$400,000	$5,345,961

Attachments

Public Hearing & Intro Ord.

ORDINANCE 2019-O-_____

PUBLIC HEARING AND INTRODUCTORY ORDINANCE AMENDING THE CITY OF LAREDO FISCAL YEAR 2018-2019 HEALTH AND BENEFITS FUND BY APPROPRIATING A DRAWDOWN OF $2,600,000.00 FROM ITS OPENING BALANCE AND APPROPRIATING IT FOR MEDICAL AND PRESCRIPTION CLAIMS.

WHEREAS, on September 17, 2018, City Council adopted the fiscal year 2018-2019 annual budget: and

WHEREAS, Health and Prescription claims are projected to exceed appropriation by $2,600,000.00 for the current fiscal year. The drawdown of fund balance will provide the necessary appropriations to continue operation during the current fiscal year.

WHEREAS, the total amount of $2,600,000 is needed to continue providing the necessary funding, the proposed budget amendment is hereby proposed.

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

Section 1: Health and Benefits fund is hereby amended as follows:

	Annual Budget FY 2018-2019	**Proposed Amendment**	**Amended Budget FY 2018-2019**
Health and Benefits Fund:			
Opening Balance –	$3,862,393	-$2,600,000	$1,262,393
Health Medical Claims	$17,034,780	$2,200,000	$19,234,780
Prescription Claims	$4,945,961	$400,000	$5,345,961

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THE _____ DAY OF _____, 2019.

_____
PEDRO I. SAENZ, JR.
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

_____
APPROVED AS TO FORM:
KRISTINA LAUREL HALE
CITY ATTORNEY

Public Hearings (also Intro Ord) 7.

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: James Kirby Snideman, Planning & Zoning Director

Initiated By: El Diamante Development, Group, LTD, Norma G. Perez, Owner/Applicant

Staff Source: J. Kirby Snideman, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 22, Block 1, Deerfield Subdivision, Phase 4, located at 1002 Big Bend Blvd., from B-1 (Limited Commercial District) to B-4 (Highway Commercial District); providing for publication and effective date.

The Planning & Zoning recommended denial of the zone change, and staff does not support the zone change, for it does not conform with the Comprehensive Plan's designation of this area as Neighborhood Mixed Use that excludes B-4 zoning district. Therefore the applicant has since exercised the right to appeal this decision directly to City Council.

ZC-38-2019
District VII

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VII - The Honorable George J. Altgelt.

Proposed use: smoking establishment. As per Section 24.63 permitted uses of the LDCB, applicant was advised that the proposed use is not allowed in a B-4 zoning, unless he applies and acquires an Special Use Permit (SUP) for the requested use of "smoking establishment", to meet zoning compliance.

Site: The site is a commercial plaza with 6 suites (El Rancherito Meat Market, Las Campeche Restaurant, Panos Bakery, Fryoland, A & J Dance Studio.and 1 vacant suite).

Surrounding land uses: North, of the property are ED Her Plastics, Salon Hacienda and further north is Danny's Restaurant. South of the property are Dollar General and

Napa Auto & Truck Parts. East of the property is FM 1472 Rd. and across there is vacant undeveloped land. West of the property is a residential subdivision. The property abuts residential dwellings to the west.

Comprehensive Plan: The Future Land Use Map recognizes this area as a Neighborhood Mixed Use. (that excludes B-4 zoning district).

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472 Rd (Mines Road) as an Expressway. The Plan does not identify Big Bend Blvd.

Letters sent to surrounding property owners: 21
In Favor: 0
Opposed: 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 6 to 0 vote recommended denial of the zone change.

STAFF RECOMMENDATION

Staff does not supportthe zone change.

STAFF COMMENTS:

Staff does not supportthe proposed zone change for the following reasons:

1. The proposed B-4 District is not in conformance with the Comprehensive Plan's designation of this area as Neighborhood Mixed Use, that excludes B-4 zoning districts.
2. The proposed B-4 zoning allows for uses more intense than the current B-1 (Limited Commercial District) zoning, however the proposed use of "smoking establishment" is not a permitted use a B-4 zoning, unless the property owner applies and acquires a Special Use Permit for that specific use.
3. There is no B-4 zoning district south of Big Bend Blvd., in the proximity of the area.
4. The proposed zone change will introduce uses dissimilar to those already located in the vicinity of the site. Current Commercial Plaza.

Staff also notes that the proposed B-4 District complies with the B-4 zoning location, (by an Expressway) and minimum lot size of 10, 000 SF. However the property does not have a direct access from FM 1472 Rd.

IMPACT ANALYSIS

B-4 (Highway Commercial District): The purpose of the B-4 District (Highway Commercial District) is to provide for those businesses and services serving a regional area which are to be located primarily along principal (major) arterial streets or the freeway, as classified in the Transportation Plan of the City of Laredo. It is intended for

this zoning classification to exist primarily along principal arterial streets or the freeway and to impose site development regulations to ensure adequate access of all uses within this classification.

Is this change contrary to the established land use pattern?
Yes. There is a combination of light commercial and community business uses established in the area.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, there is a B-4 zoning district north of the property and east of the property, across FM 1472 Rd. No B-4 zoning district south of Big Bend Blvd.

Will change adversely influence living conditions in the neighborhood?
Yes. There are residential uses in the proximity; abutting the property to the west. However any new use could impact the existing conditions in the area. The property moreover, does not have a direct access from FM 1472 Rd.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing B-1 (Limited Business District) does not allow for the proposed smoking establishment use. Applicant would have to acquire a SUP for the proposed use, to meet compliance with zoning requirements.

Attachments

Ordinance 2019-O-
Section 24.63 Permitted Uses
Color Maps
Color Pictures

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 22, BLOCK 1, DEERFIELD SUBDIVISION, LOCATED AT 1002 BIG BEND BLD., FROM B-1 (LIMITED BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 22, Block 1, Deerfield Subdivision, located at 1002 Big Bend Blvd., from B-1 (Limited Business District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 16, 2019; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on August 5, 2019, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning, Lot 22, Block 1, Deerfield Subdivision, located at 1002 Big Bend Blvd., from B-1 (Limited Business District) to B-4 (Highway Commercial District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

Residential Districts											RETAIL	Non-Residential Districts									
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
										5211	Building Material Sales						X	X	X	X	X
										5251	Hardware Store		X	X		X	X	X	X	X	X
										5261	Lawnmover Sales and/or Repair			X		X	X	X	X	X	X
											Florist		X	X		X	X	X	X	X	X
X										5261	Plant Nursery (Outside Storage)		X	X		X	X	X	X	X	X
										5311	Department Store		X	X		X	X	X	X	X	X
										5331	Variety Store		X	X		X	X	X	X	X	X
										5411	Convenience Store (Drive Through)		X	X		X	X	X	X	X	X
										5541	Auto Repair (minor repairs)			X		X	X	X	X	X	X
										5431	Fruit and/or Vegetable Store		X	X		X	X	X	X	X	X
										5441	Confectionery Store (Retail)		X			X	X	X	X	X	X
										5461	Bakery (Retail)		X	X		X	X	X	X	X	X
										5015	Used Auto Supply Part Store(no on-site salvage)			X		X	X	X	X	X	X
										5531	Auto Supply Store (new parts)			X		X	X	X	X	X	X
										5541	Gasoline Service Station		X	X		X	X	X	X	X	X
										5511	Auto Dealer (Primarily New/Used)					X	X	X	X	X	X
										5521	Auto Dealer (Primarily Used)					X	X	X	X	X	X
										5551	Boat Dealer/Sales Only			X		X	X	X	X	X	X
											Grocery Store		X	X		X	X	X	X	X	X
											Meat Market & Butcher Shops		X	X		X	X	X	X	X	X
											Smoking Establishment							S	S	S	
											Drug and Tobacco Paraphemalia Shop (a/k/a Head Shop)								S	S	
											Tobacco Shop						S	S	S	S	
											Artist Supply		X	X		X	X	X	X	X	X

LEGEND:

X	Permitted
S	Special Use Permit

Date: 11-22-93 (Amended Ord. No. 93-O-228, 11/22/93; 2010-O-084, 7/6/10; 2014-O-153, 11/17/2014; 2015-O-124, 9/21/15; 2015-O-124, 9/21/15; 2015-O-126, 9/21/15)

Land Use Charts

(7) In addition to the foregoing, the Commission may impose such other conditions, requirements or limitations concerning the nature and extent of the use and operation in the extraction of minerals as the Commission may deem necessary for the protection of adjacent properties and the public interest. The findings of the Commission shall be considered by the Council in granting final approval for the issuance of a Special Use Permit.

Section 24.93.5 FLEA MARKETS

The Council may grant a special use permit for a flea market not located in an M-1 Light Industrial Zoning District under the following conditions:

(1) Direct access to an arterial street is provided.

(2) All parking and loading is provided on the premises.

(3) The flea market does not adjoin any residential zoning district.

(4) Public sewer and water facilities and services shall be available on the premises which meet public health and adopted building code standards for a public rest room set forth in the Standard Plumbing Code Table 922.2 "Minimum Plumbing Fixtures" for restaurants. Retail sales area shall be measured as all that area of the business grounds excluding parking and building set-back requirements.

(5) The flea market shall be designed such that sales are made from booths and not directly from motor vehicles.

Section 24.93.6 SMOKING ESTABLISHMENTS AND DRUG AND TOBACCO PARAPHERNALIA SHOP (a/k/a HEAD SHOP) AND TOBACCO SHOP

The Council may grant a special use permit for Smoking Establishments, Drug and Tobacco Paraphernalia shops and Tobacco Shops under the following conditions:

(1) Hours of operation shall be limited from 8 a.m. to 12 midnight.

(2) No person under 18 years of age shall be permitted to enter the establishment or purchase any products from the establishment unless accompanied by an adult parent or guardian.

(3) Each establishment shall post a sign conspicuously on each public entrance or near each public entrance notifying the public that no person under the age of eighteen years of age may enter the establishment unless accompanied by an adult parent or guardian.

(4) Smoking Establishments and Drug and Tobacco Paraphernalia Shops may not be located within eight hundred (800) feet of any residential zoned district, a church, a public or private elementary, middle or high school, a day care licensed by the state, a college or a university, public playgrounds, parks, or stadiums. Measurement shall be made in a straight line, without regard to intervening structure or objects, from the nearest portion of the building or structure used to house the establishment to the nearest property line of the premises of a church or public or private elementary, middle or high school, a day care licensed by the state, a college or a university, public playgrounds, parks, or stadiums.

(5) Tobacco Shops may not be located within three hundred (300) feet of any residential zoned district, a church, a public or private elementary, middle or high school, a day care licensed by the state, a college or a university, public playgrounds, parks, or stadiums. Measurement shall be made in a straight line, without regard to intervening structure or objects, from the nearest portion of the building or structure used to house the establishment to the nearest property line of the

(6) Landscaping shall be provided in accordance with the City of Laredo Land Development Code.

(7) An opaque fence or wall of not less than 7 (seven) feet in height shall be constructed along any side or rear property lines which abut or adjoin property containing a residential structure or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.

(8) Establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

(9) Signage shall be consistent with the City's Sign Ordinance for a B-1 Zoning District.

(10) Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.

(11) There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.

(12) The establishment shall undergo an annual Fire Inspection.

(13) The special use permit shall be issued to the establishment owner/operator and shall be non-transferal.

a. A business entity, which has been granted an SUP, is required to report (on a form approved by the Director of Building Services) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Director. Any change in ownership interest (occurring by virtue of the transfer of a majority of its stock or a majority of its membership interest) shall be deemed a transfer of the business and the existing SUP shall be null, void and of no force or effect. In every instance of transfer of ownership a new SUP application is required to be submitted and shall be processed as a new SUP request.
b. A publicly traded business entity is exempt from the requirement of (12) a. above.

(14) Additional conditions may be imposed by City Council as deemed necessary for the safety and general welfare of the public.

(15) Nothing herein, including but not limited to the issuance of a Special Use Permit, is intended to, nor shall it be interpreted as legalizing or applying to the delivery, furnishing, transferring, possessing or manufacture of drug paraphernalia or any use otherwise prohibited by state or federal law, including without limitation, Tex. Health & Safety Code §481.125.

(16) Tobacco Shops shall be required to submit, at the request of the City, an audit or allow an audit, of their gross revenue to insure that not more than 45% of the establishments gross revenue is derived from the sale of Drug paraphernalia. (Ordinance No. 2015-O-124, 9/21/15)

Section 24.93.7 APPLICATION FOR RESTAURANTS SERVING ALCOHOL IN R-O (RESIDENTIAL/ OFFICE DISTRICT), B-1 (LIMITED COMMERCIAL DISTRICT), AND B-3 (COMMUNITY BUSINESS DISTRICT) ZONING DISTRICTS

(a) No restaurant serving alcohol may operate in a R-O (Residential/Office District), B-1 (Limited Commercial District), or B-3 (Community Business District) zoning district without a Special Use Permit (SUP) granted by the City Council of the City of Laredo. A restaurant which is already located and operating in one of these zones which wishes to add alcohol service is required to apply for a Special Use Permit (SUP).

or painted on any other opaque element that does not project more than 12 inches from the building. Those on transparent surfaces like a window or glass door are considered Window signs.

(jj) **Window sign** - shall mean a sign that is applied, painted or attached to the exterior or interior of a window or glass door.

Site - shall mean the land or water area where any facility or activity is physically located or conducted, including adjacent land used in connection with the facility or activity.

Smoking establishment - shall mean an establishment that is dedicated, in whole or in part, to the smoking of tobacco or other substances and includes any establishment that allows both (1) the payment of consideration by a customer to the establishment in exchange for on-site delivery of tobacco, tobacco accessories or similar legal substances and products to the customer; and (2) the on-site smoking of tobacco or other substances. These establishments are required to have isolated HVAC systems to remove smoke and odors. This definition shall be construed to include establishments known variously as, cigar lounges, hookah cafes, tobacco clubs, tobacco bars, and similar establishments, but shall not include an establishment that derives 50 percent or more of its gross revenue on a quarterly basis (i.e., three months) from the sale of alcoholic beverages for on-premise consumption or food sales. (Added Ord. No. 2014-O-153, 11/17/15)

Special Event - An event that is registered with and recognized by the parks and recreation department, that has a specific location, purpose, and beginning and ending time and date. A special event includes sporting events, cultural events, festivals, carnivals, fairs, parades, etc. (See City of Laredo Code or Ordinances Article V COMMERCIAL USE OF STREETS, SIDEWALKS AND OTHER PUBLIC PLACES Section 28-102 Definitions). (Added 7/6/10, Ord. No. 2010-0-084)

Special Drainage Easement – For the purpose of Section 24-59 Storm Water Management, Shall Mean: A drainage easement over private residential property that is at least ten (10) feet wide which the City of Laredo shall enforce and the private property owner shall maintain. No flow restricting fences, buildings, structures, or other improvements which impede flow shall be placed within this easement. The maintenance of Private Drainage Facilities shall be provided for by the property owner or assigned agent. The City shall be kept advised of the responsible agent. (Added 6/7/17, Ord. No. 2017-0-061)

Special Flood Hazard Area - see Area of Special Flood Hazard

Stabilization - means providing measures, vegetative and/or structural, that will prevent erosion from occurring.

Stage Work or Stage Construction - shall mean a plan for the staged construction of storm water facilities where portions of the facilities will be constructed as different stages of the development are started or completed.

Standard Building Code - shall mean the 1991 Edition of the Standard Building Code as amended, or such other building code which may be adopted by the City to govern buildings and structures.

Start of Construction (For Section 24.69 Flood Damage Prevention only) - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main

Substantial Improvement - Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Swale - shall mean a structural measure with a lining of grass, riprap or other material which can function as a detention structure and convey storm water runoff without causing erosion.

TAC - Texas Administrative Code, as compiled by the Texas Secretary of State

TCEQ - Texas Commission on Environmental Quality

Ten-Year Frequency Storm - shall mean a storm that is capable of producing rainfall to be equaled or exceeded on the average of once in 10 years. It may also be expressed as an accidence probability with a 10 percent chance of being equaled or exceeded in any given year.

Theater - shall mean a structure providing for live or taped entertainment with fixed seating.

Third Order Stream - is a stream formed by the confluence of two second order streams.
(Amended 5/17/04, Ord. No. 2004-0-105)

Tite well - shall mean a well on which no geological or engineering information has been furnished to any person other than those who have an interest in such well or have contractual arrangements under which there are being or have been furnished geological and engineering information pertaining to the drilling and completion of such well.

Tobacco Shop - shall mean an establishment whose main purpose is the sale of tobacco products (i.e. cigars, cigarettes, chewing and dipping tobacco and related tobacco smoking accessories) and in which the sale of other products is merely incidental and does not account for more than 45% of the establishments gross revenue. (Added Ord. No. 2014-O-153, 11/17/14)

Townhouse - A row of attached dwellings units which constitute an architectural whole and each dwelling is located on a separate, platted lot.

Townhouse - shall mean an attached single-family residence with three (3) or more units with individual fee simple ownership in the land underlying the unit. Common areas are under the ownership and control of an association established for the purpose of maintenance.

Townhouse condominium - shall mean an attached residential unit with three (3) or more units attached with individual ownership only in the living unit. Ownership and management of common areas is entrusted to a duly organized association of owners of property as provided in the Texas Condominium Act.

Trailer - shall mean a vehicle without motor power, designed or used for carrying property wholly on its own structure and to be drawn by a motor vehicle.

Trauma Treatment Center (also called Emergency Treatment Center) - Hospitals and similar facilities engaged primarily in providing diagnostic services, and extensive medical treatment, including surgical and other hospital services. These establishments have an organized medical staff, inpatient beds, and equipment and facilities to provide complete health care. May include on-site accessory clinics and

Director - shall mean the Director of the Department of Planning & Building Services, or his designee.

Discharge - shall mean any addition or introduction of any pollutant, storm water, or any other substance whatsoever into the municipal separate storm sewer system (MS4) or into waters of the United States.

Discharger - shall mean any person who causes, allows, permits, or is otherwise responsible for a discharge, including without limitation, any operator of a construction site or industrial facility.

District - shall mean a zoning district within any section of the City.

Dormitory - shall mean a structure designed for long-term occupancy by three or more unrelated persons, and where no cooking or dining facilities are provided in the individual rooms.

Double-front lot - shall mean a lot located between two public streets with frontage on both.

Drainage area - shall mean that area contributing runoff to a single point measured in a horizontal plane, which is enclosed by a ridge line.

Drainage channel - shall mean a natural or artificially constructed watercourse which provides for stormwater run-off.

Drilling Block - shall mean the surface area of those blocks of land upon which drilling and production operations are to be conducted.

Drilling Unit - shall mean the minimum number of acres surrounding the well required under R.R.C. Form W-1.

Drinking water - shall mean all water distributed by any agency or individual, public or private for the purpose of human consumption or which may be used in the preparation of foods or beverages or for the cleaning of any utensil or article used in the course of preparation of food or beverages for, human bathing or clothes washing.

Dripline Diameter - shall mean an imaginary line on the ground, at the furthest extension of the canopy around the circumference of a tree. Typically the dripline is not a perfect circle.

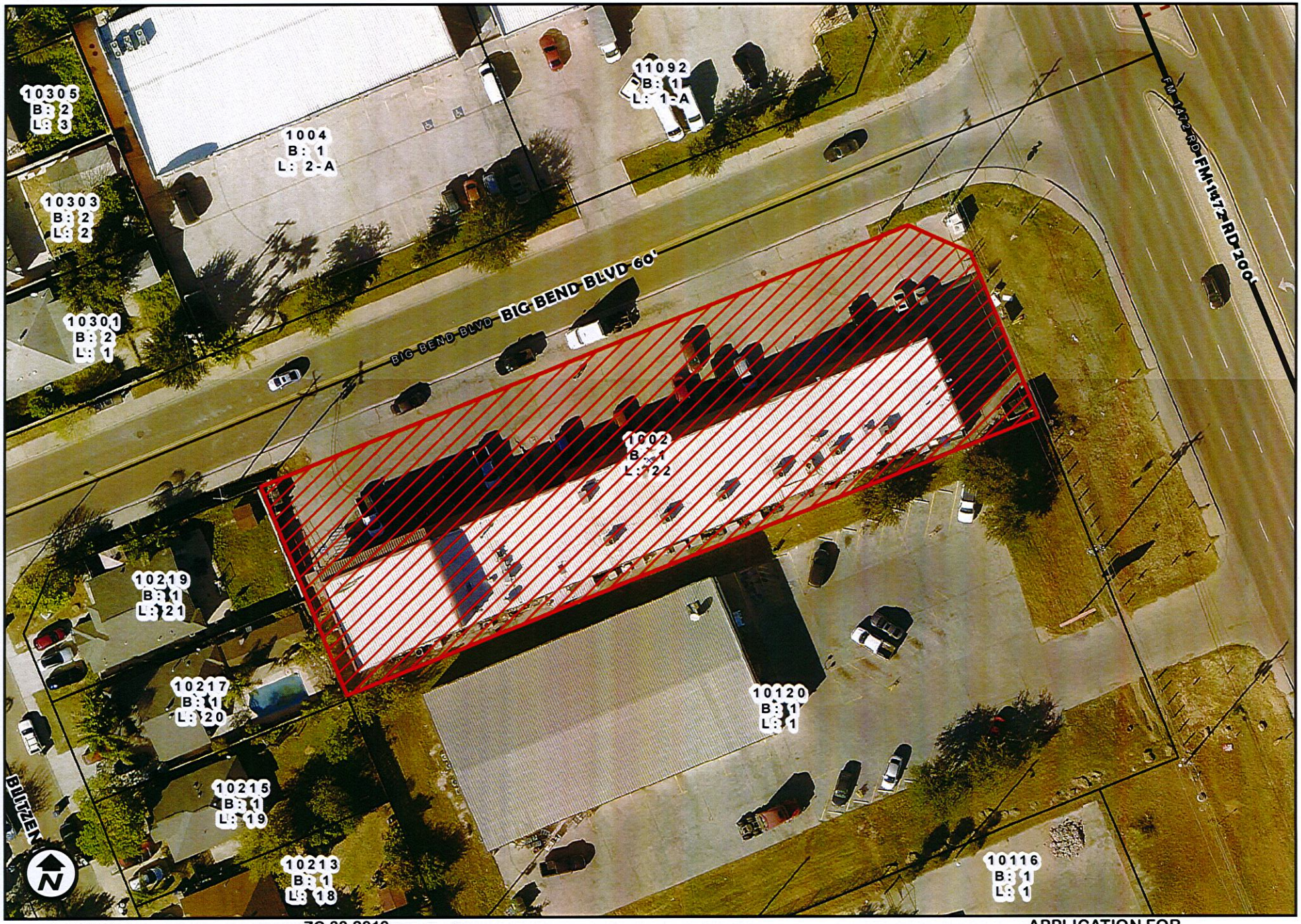
Drive-In Restaurant - shall mean a restaurant that serves customers who may order from and eat within their vehicles.

Drive-through restaurant - shall mean a business which provides food service to customers through an exterior window.

Drive-through Store - shall mean a retail establishment which supplies merchandise to customers through an exterior window or at the window of their vehicle.

Drug and Tobacco Paraphernalia Shop (a/k/a Head Shop) - shall mean any premises or establishment having a substantial or significant portion of its stock in trade in drug paraphernalia or which has as its main purpose the offering for sale, or that presents or, displays for sale, drug paraphernalia, or items, equipment or products commonly used, intended to be used or commonly known to be used for the ingestion, inhalation, preparation or injection of illegal substances.
(Added Ord. No. 2014-O-153, 11/17/14)

Drug paraphernalia means equipment - a product, or material that is used or intended for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, or concealing a controlled substance in violation of this chapter or in injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance in violation of this chapter. The term

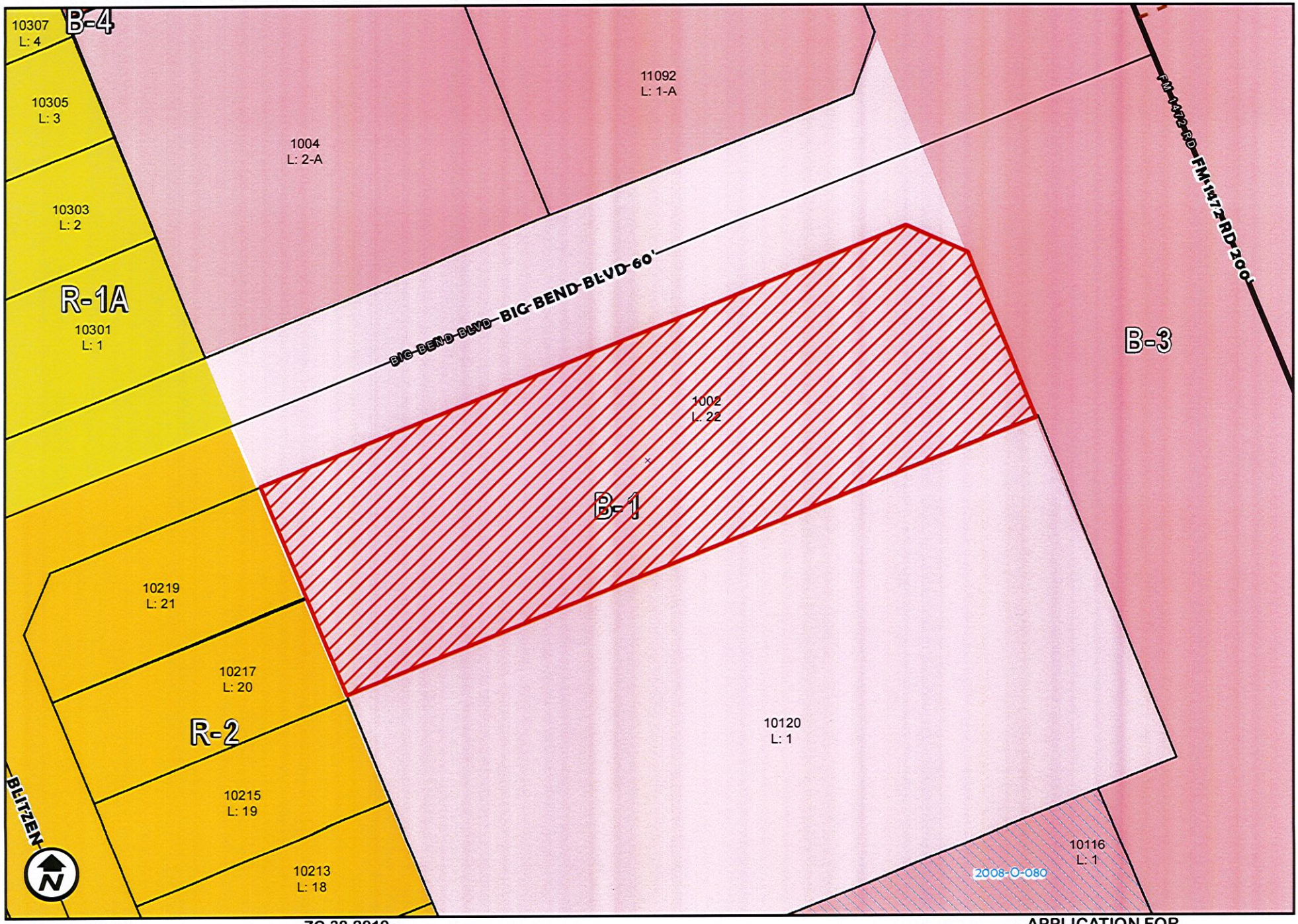


AERIAL MAP

1 inch = 51 feet

ZC-38-2019
COUNCIL DISTRICT 7
1002 BIG BEND BLVD

APPLICATION FOR
B1 (LIMITED COMMERCIAL DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

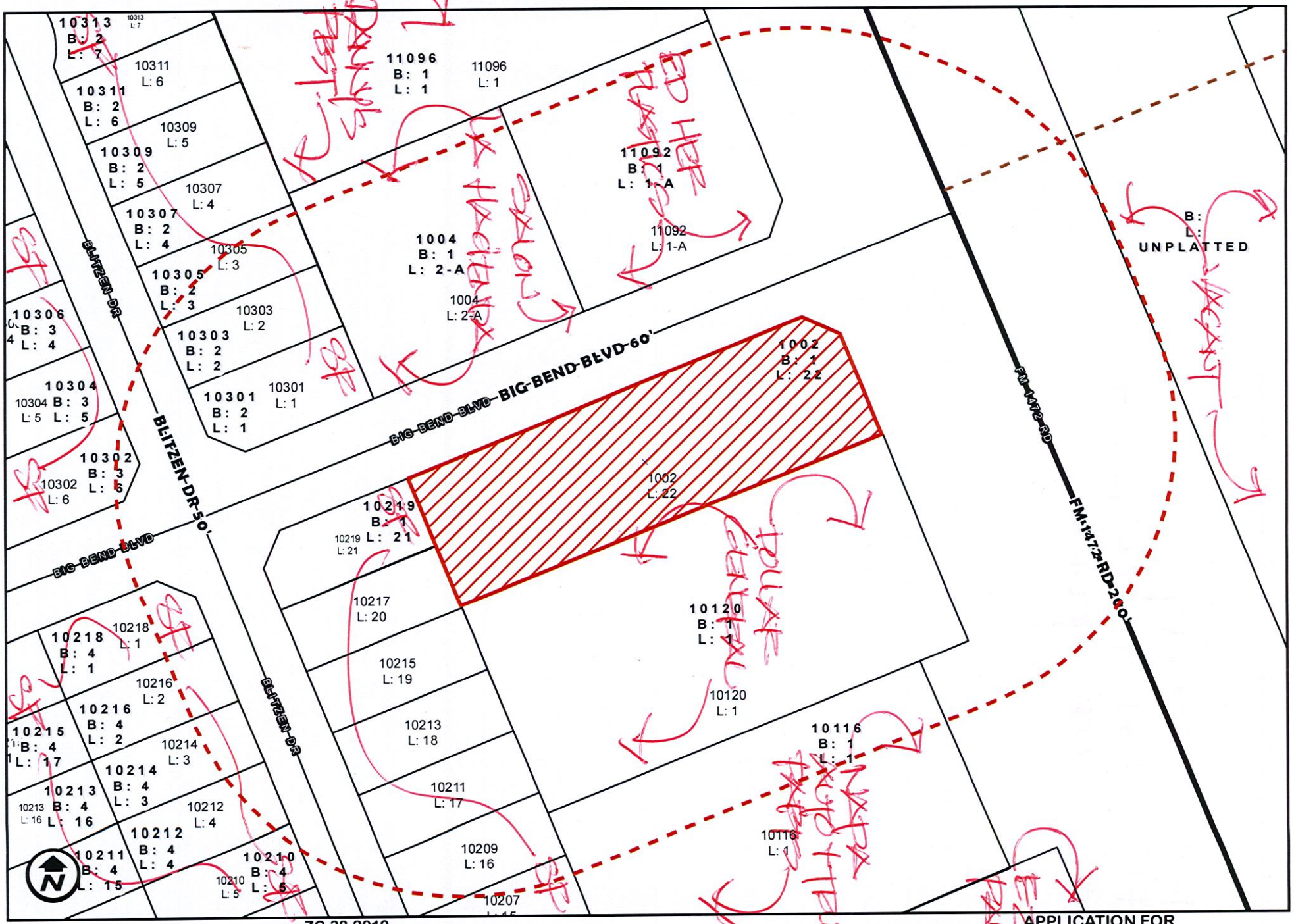


ZONING MAP

1 inch = 51 feet

ZC-38-2019
COUNCIL DISTRICT 7
1002 BIG BEND BLVD

APPLICATION FOR
B1 (LIMITED COMMERCIAL DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

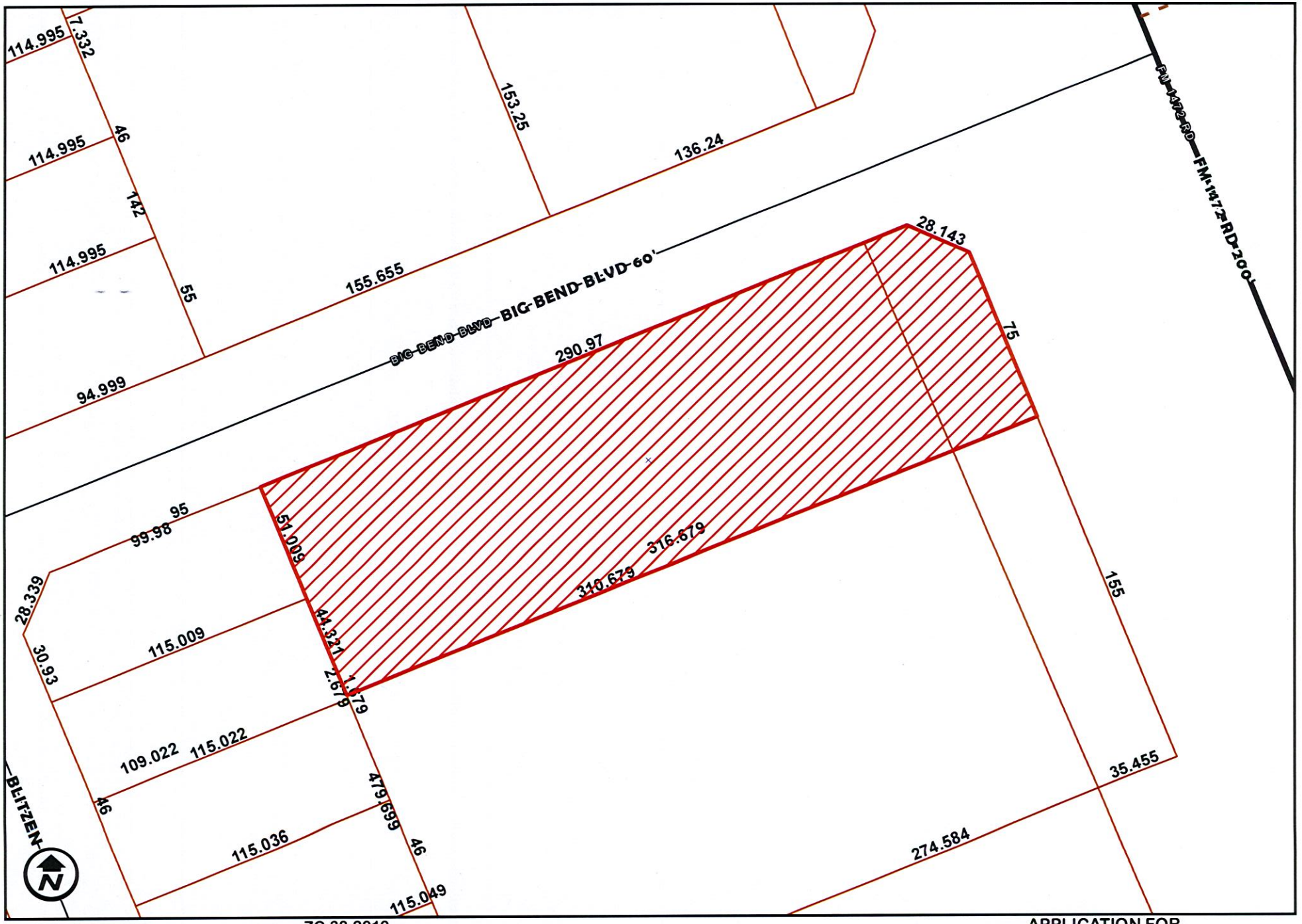


SURVEY MAP

1 inch = 83 feet

ZC-38-2019
COUNCIL DISTRICT 7
1002 BIG BEND BLVD

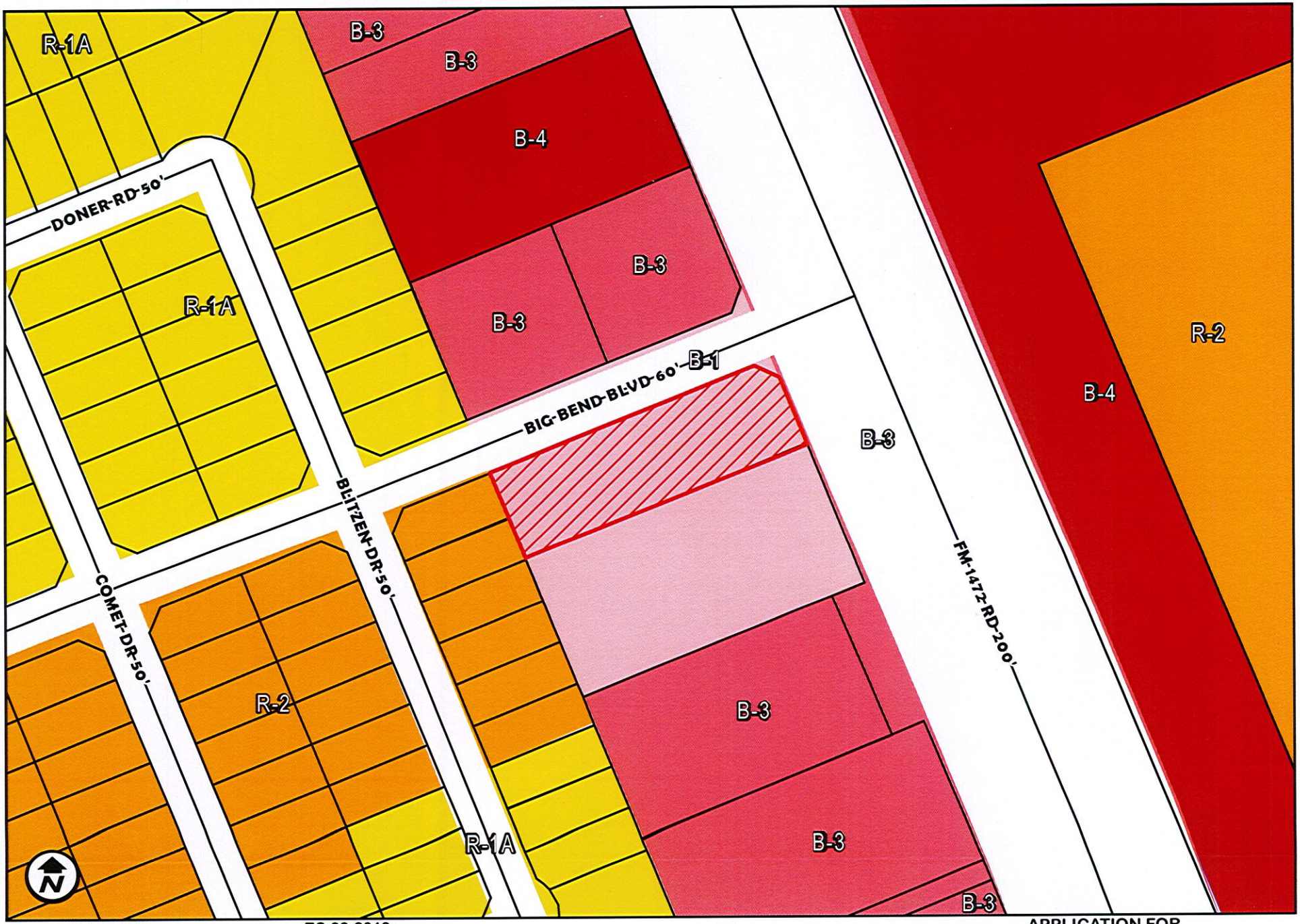
APPLICATION FOR
B1 (LIMITED COMMERCIAL DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)



DIMENSIONS MAP
1 inch = 51 feet

ZC-38-2019
COUNCIL DISTRICT 7
1002 BIG BEND BLVD

APPLICATION FOR
B1 (LIMITED COMMERCIAL DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)



ZONING OVERVIEW

1 inch = 125 feet

ZC-38-2019
COUNCIL DISTRICT 7
1002 BIG BEND BLVD

APPLICATION FOR
B1 (LIMITED COMMERCIAL DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

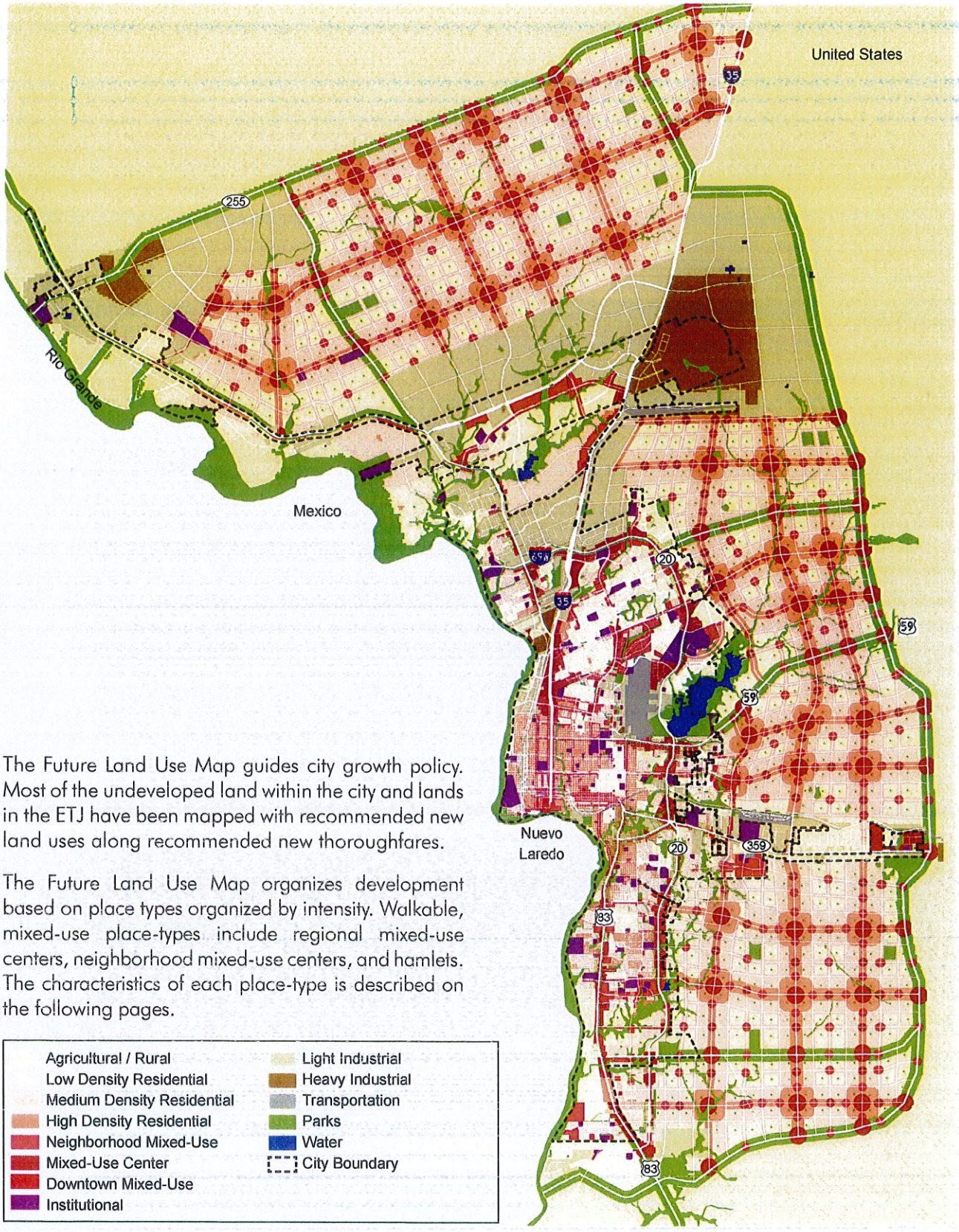
FUTURE LANDUSE MAP

1 inch = 100 feet

ZC-38-2019
COUNCIL DISTRICT 7
1002 BIG BEND BLVD

APPLICATION FOR
B1 (LIMITED COMMERCIAL DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

- Agricultural / Rural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Mixed-Use
- Mixed-Use Center
- Downtown Mixed-Use
- Institutional
- Light Industrial
- Heavy Industrial
- Transportation
- Parks
- Water
- City Boundary

Land Use Equivalents Chart

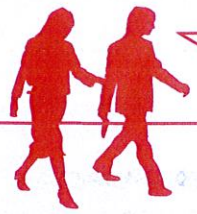
New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.
** Land uses allowed under a B4 are allowed with the exception of the following uses***:

Farms, General (Crops & Livestock)
Farms, General (Livestock/Ranch)
Bulk Grain And/Or Feed Storage
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.

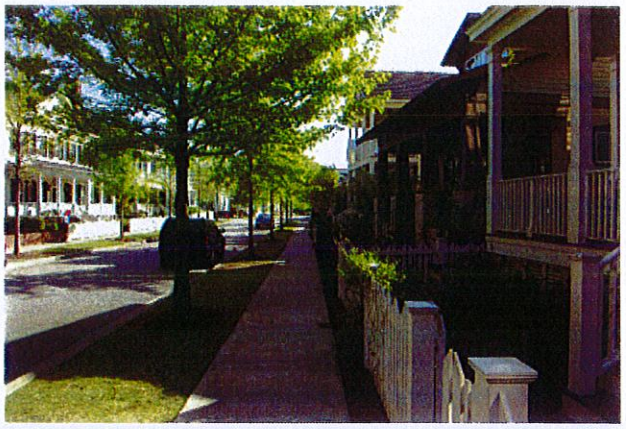


The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.

Create incentives for job creation, economic development, and alternative land development options (higher and lower density).

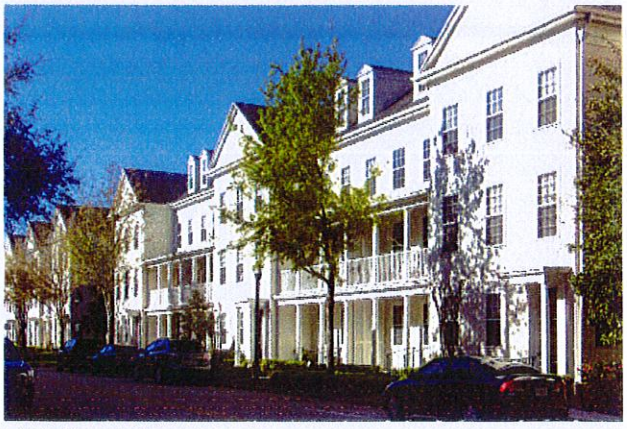
Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.



Low Density Residential

Medium Density Residential

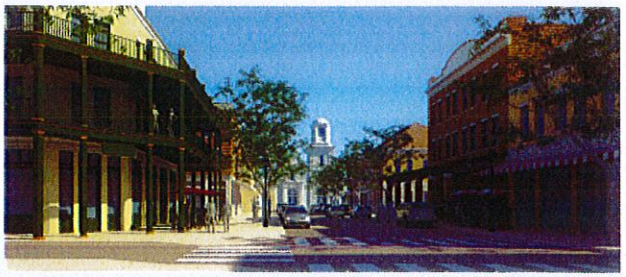


High Density Residential

Neighborhoods are generally made up of residential and mixed-use designations:

- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

ZC-38-2019
B-1 to B-4
Smoking Establishment
1002 Big Bend Blvd.

ZC-38-2019
B-1 to B-4
Smoking Establishment
1002 Big Bend Blvd.

ZC-38-2019
B-1 to B-4
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B-1 to B-4
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1002 Big Bend Blvd.

ZC-38-2019
B-1 to B-4
Smoking Establishment
1002 Big Bend Blvd.

Public Hearings (also Intro Ord) 8.

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: James Kirby Snideman, Planning & Zoning Director

Initiated By: Grupo Centro, LTD/Luis Hurtado, Owner/Applicant and Gilberto Gonzalez, PE, representative.

Staff Source: J. Kirby Snideman, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 3.74 acres, as further described by Metes & Bounds Exhibit A, located on the North side of FM 1472 Rd., AG (Agricultural District) to M-1 (Light Manufacturing District); providing for publication and effective date.

The Planning & Zoning Commission recommended approval of the zone change, and staff supports the application.

ZC-39-2019
District VII

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VII - The Honorable George J. Altgelt.

Proposed use: warehousing.

Site: The site is vacant undeveloped land.

Surrounding land uses: North, of the property there is vacant undeveloped land. South, East and West of the property there is transportation/warehousing uses.

Comprehensive Plan: The Future Land Use Map recognizes this area as a Light Industrial.

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472 Rd. as an Expressway. The Plan does not identify Copper Mine Rd. East of the property.

Letters sent to surrounding property owners: 5
In Favor: 0
Opposed: 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 6 to 0 vote recommended approval of the proposed zone change.

STAFF RECOMMENDATION

Staff supportsthe proposed zone change.

STAFF COMMENTS:

Staff **supports**the proposed zone change for the following reasons:
1. The proposed zone change is in conformance with the Comprehensive Plan designation for the future land use as Light Industrial.
2. The proposed use is compatible with the surrounding uses in the area.

IMPACT ANALYSIS

M-1 (Light Manufacturing District): The purpose of the M-1 District (Light Manufacturing District) is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.

Is this change contrary to the established land use pattern?
No. The uses along this area are light industrial.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The there are M-1 zoning districts and uses south of the property across FM 1472 Rd.

Will change adversely influence living conditions in the neighborhood?
No. The there are only industrial uses in this area.

Are there substantial reasons why the property con not be used in accordance with existing zoning?
Yes. The existing AG (agricultural district) does not allow for warehousing uses.

Attachments

Ordinance 2019-O-
Color Maps

Color Pictures
Exhibit A

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 3.74 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS EXHIBIT A, LOCATED AT NORTH OF FM. 1472 RD., FROM AG (AGRICULTURAL DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of approximately 3.74 acres, as further described by Metes and Bounds Exhibit A, located at North of 1472 Rd., from AG (Agricultural District) to M-1 (Light Manufacturing District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 16, 2019; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on August 5, 2019, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning, approximately 3.74 acres, as further described by Metes and Bounds Exhibit A, located at North of 1472 Rd., from AG (Agricultural District) to M-1 (Light Manufacturing District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

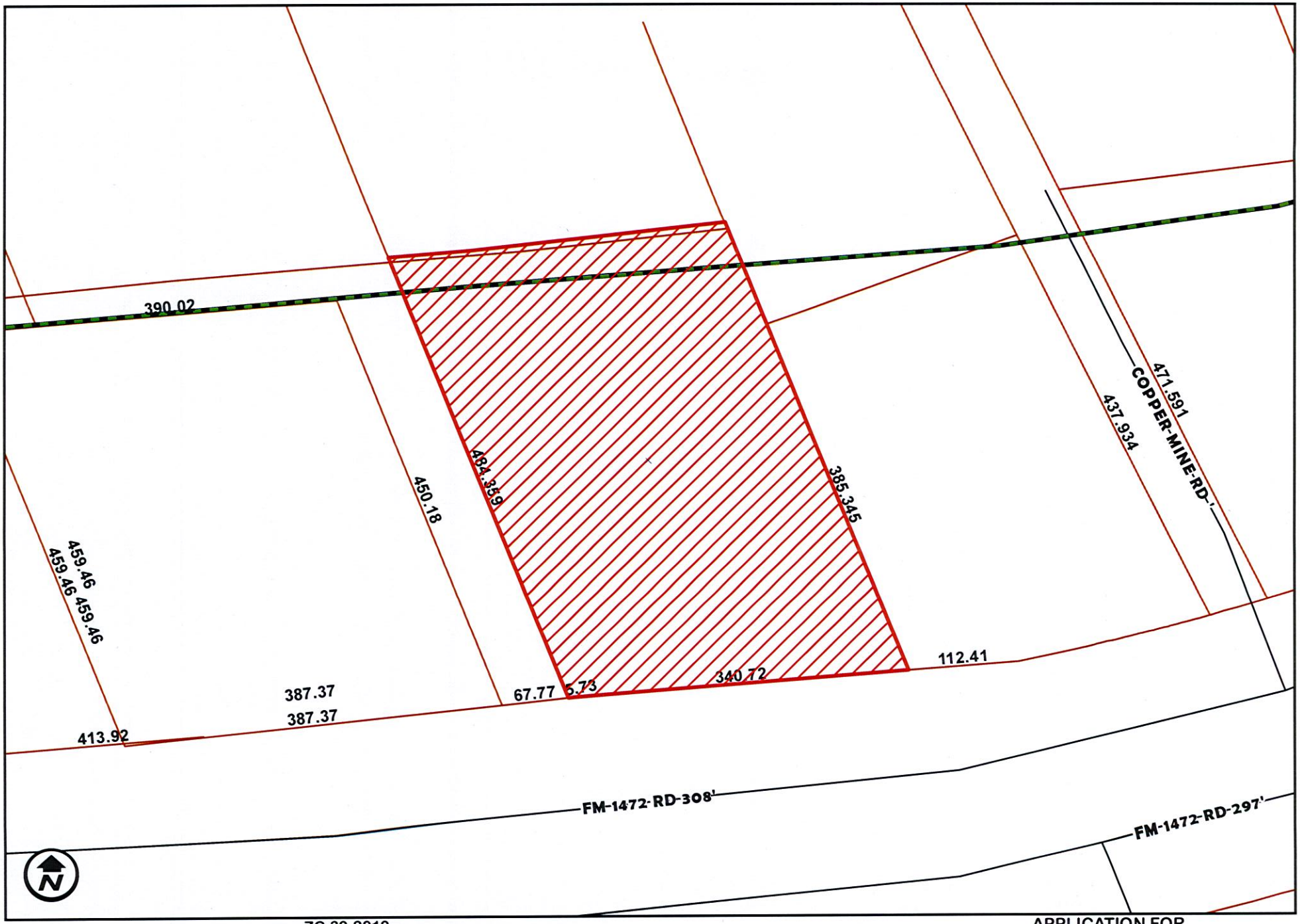
_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

AERIAL MAP

1 inch = 125 feet

ZC-39-2019
COUNCIL DISTRICT 7
3.74 ACRES FM 1472

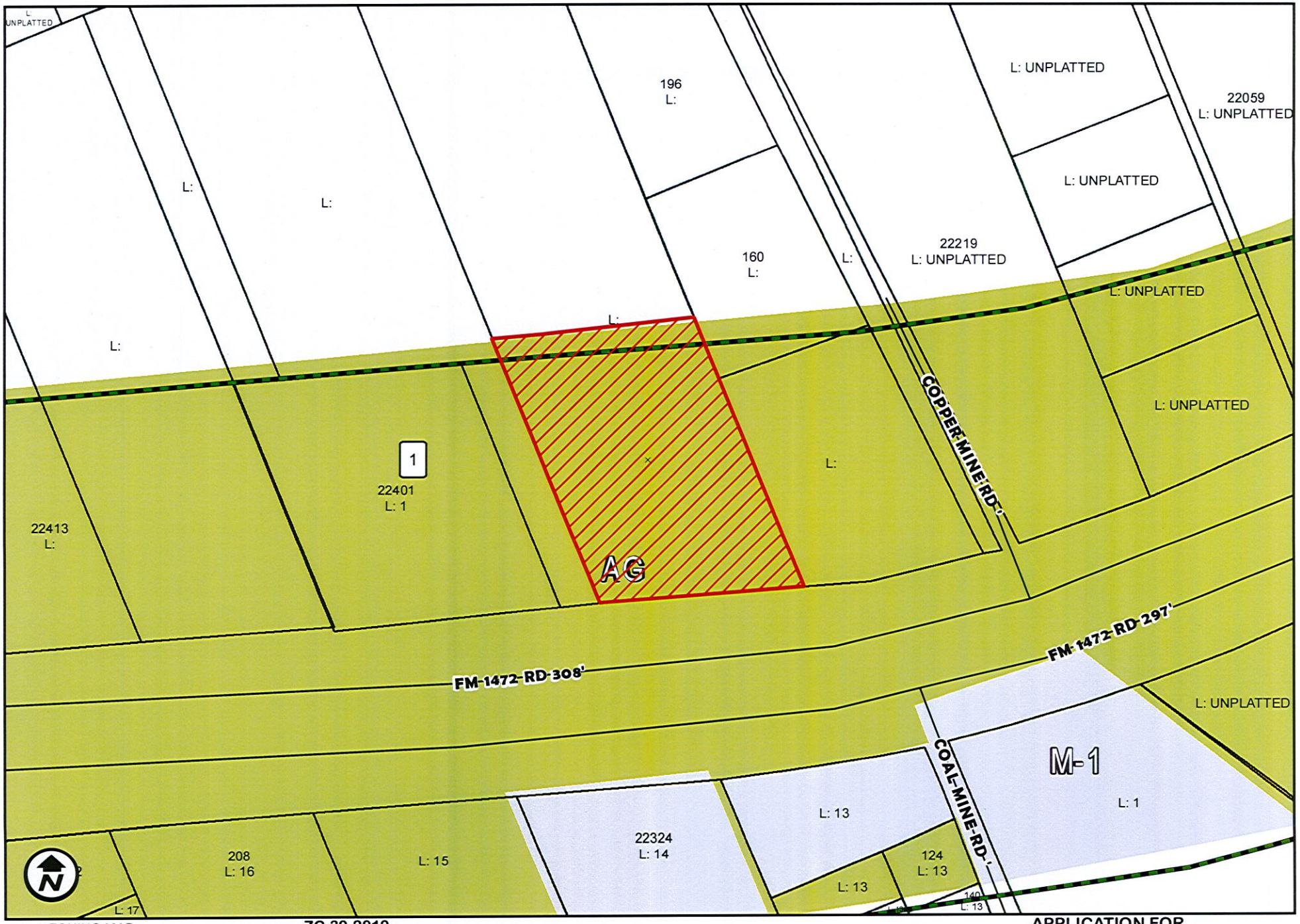
APPLICATION FOR
AG (AGRICULTURAL)
-> M1 (LIGHT INDUSTRIAL DISTRICT)



DIMENSIONS MAP
1 inch = 125 feet

ZC-39-2019
COUNCIL DISTRICT 7
3.74 ACRES FM 1472

APPLICATION FOR
AG (AGRICULTURAL)
-> M1 (LIGHT INDUSTRIAL DISTRICT)

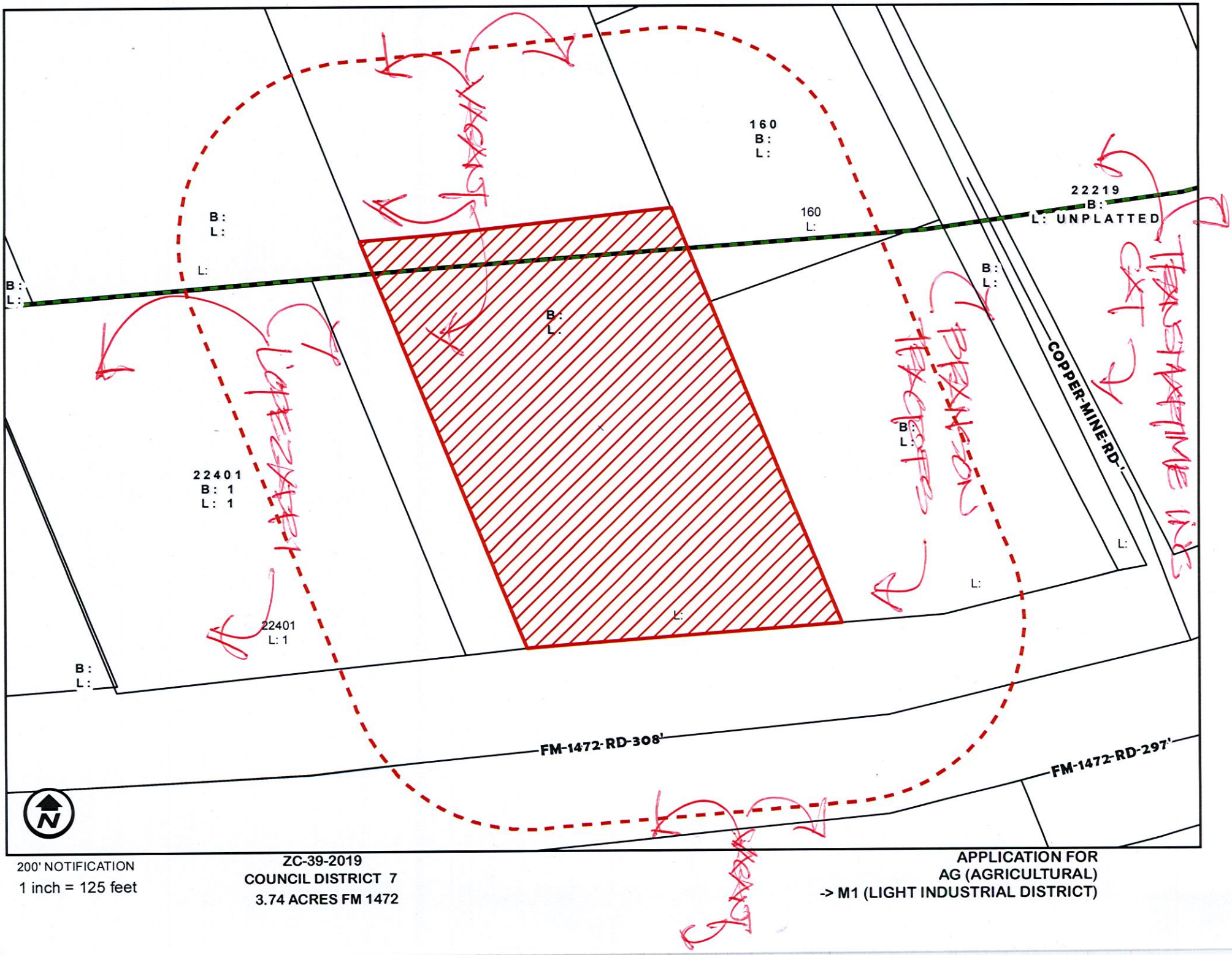


ZONING MAP

1 inch = 208 feet

ZC-39-2019
COUNCIL DISTRICT 7
3.74 ACRES FM 1472

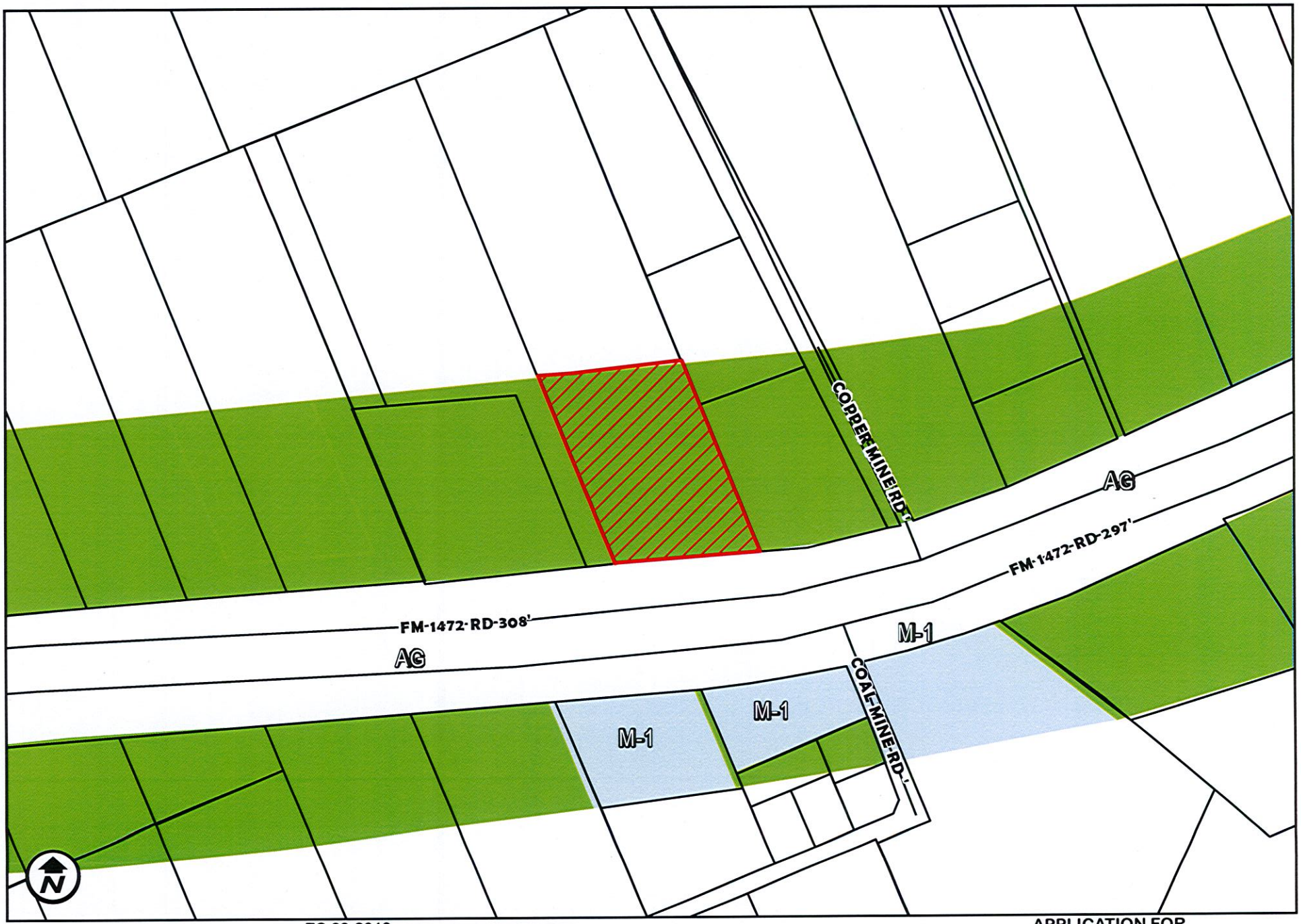
APPLICATION FOR
AG (AGRICULTURAL)
-> M1 (LIGHT INDUSTRIAL DISTRICT)



200' NOTIFICATION
1 inch = 125 feet

ZC-39-2019
COUNCIL DISTRICT 7
3.74 ACRES FM 1472

APPLICATION FOR
AG (AGRICULTURAL)
-> M1 (LIGHT INDUSTRIAL DISTRICT)

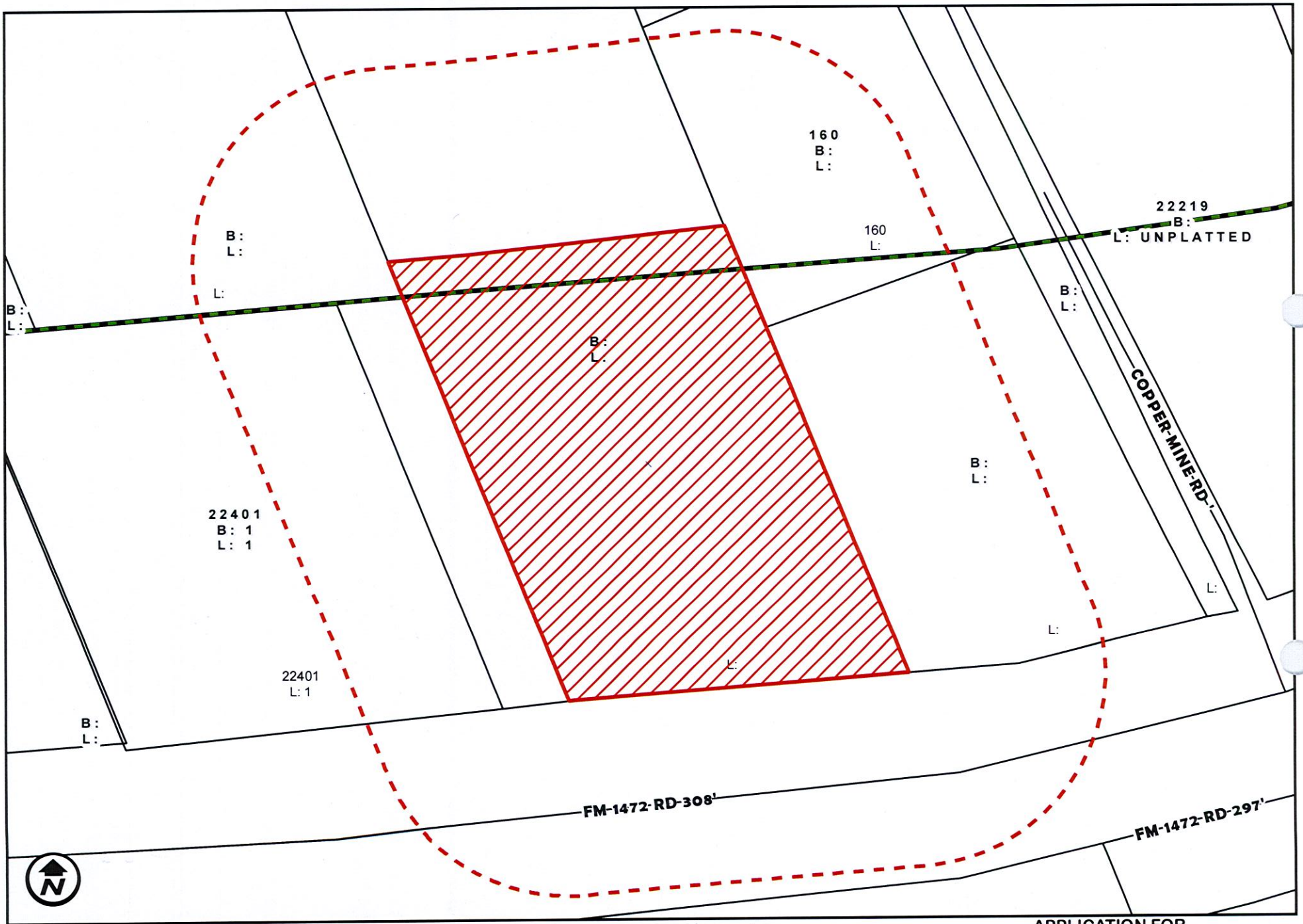


ZONING OVERVIEW

1 inch = 292 feet

ZC-39-2019
COUNCIL DISTRICT 7
3.74 ACRES FM 1472

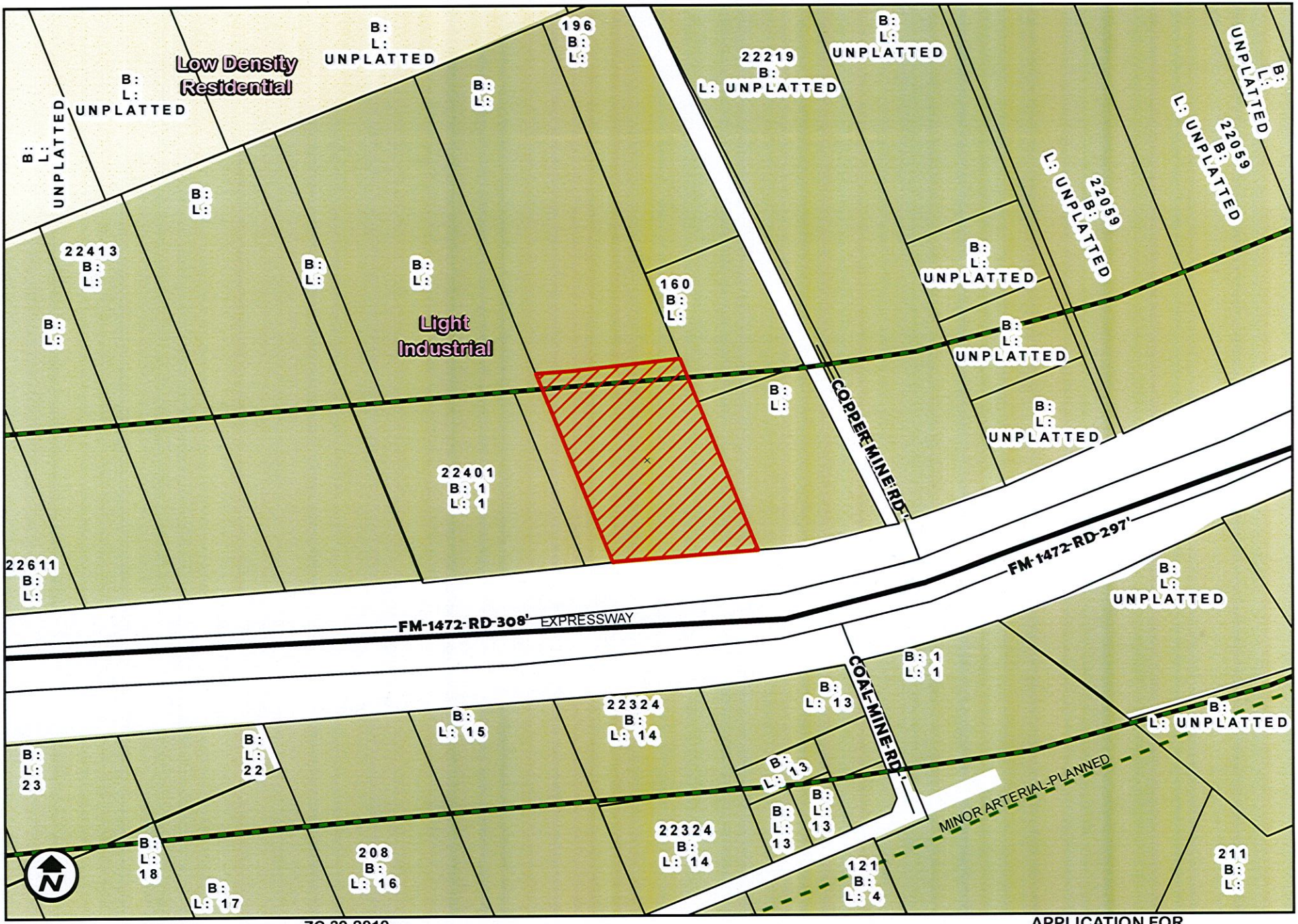
APPLICATION FOR
AG (AGRICULTURAL)
-> M1 (LIGHT INDUSTRIAL DISTRICT)



200' NOTIFICATION
1 inch = 125 feet

ZC-39-2019
COUNCIL DISTRICT 7
3.74 ACRES FM 1472

APPLICATION FOR
AG (AGRICULTURAL)
-> M1 (LIGHT INDUSTRIAL DISTRICT)

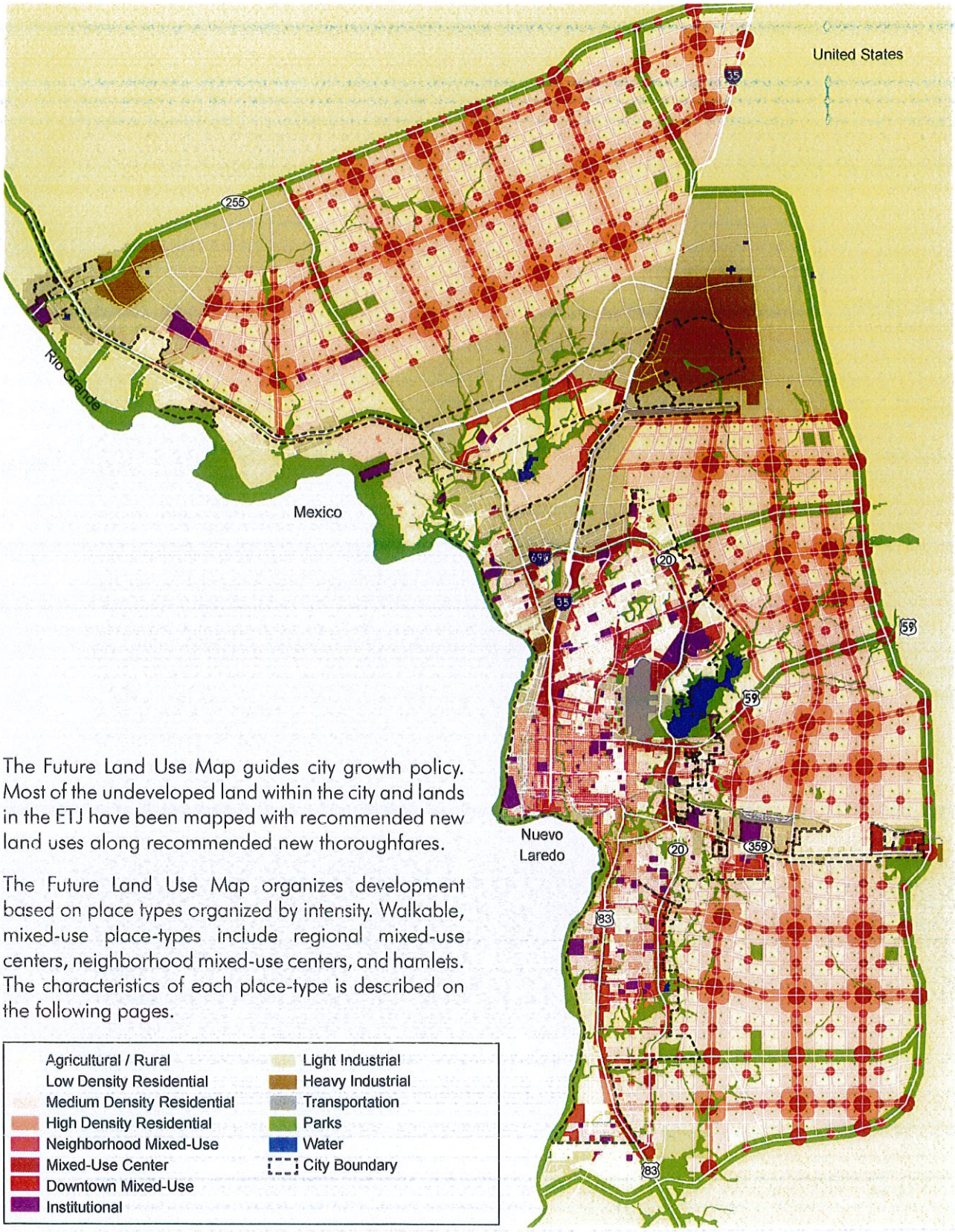


FUTURE LANDUSE MAP
1 inch = 292 feet

ZC-39-2019
COUNCIL DISTRICT 7
3.74 ACRES FM 1472

APPLICATION FOR
AG (AGRICULTURAL)
-> M1 (LIGHT INDUSTRIAL DISTRICT)

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

- Agricultural / Rural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Mixed-Use
- Mixed-Use Center
- Downtown Mixed-Use
- Institutional
- Light Industrial
- Heavy Industrial
- Transportation
- Parks
- Water
- City Boundary

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.
** Land uses allowed under a B4 are allowed with the exception of the following uses***:

Farms, General (Crops & Livestock)
Farms, General (Livestock/Ranch)
Bulk Grain And/Or Feed Storage
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

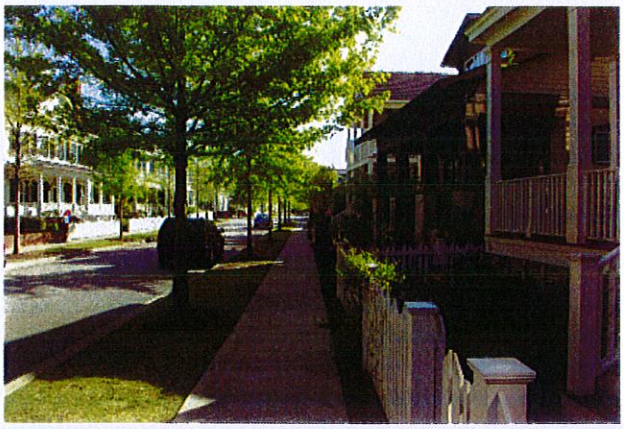
***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.

The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.

Create incentives for job creation, economic development, and alternative land development options (higher and lower density).

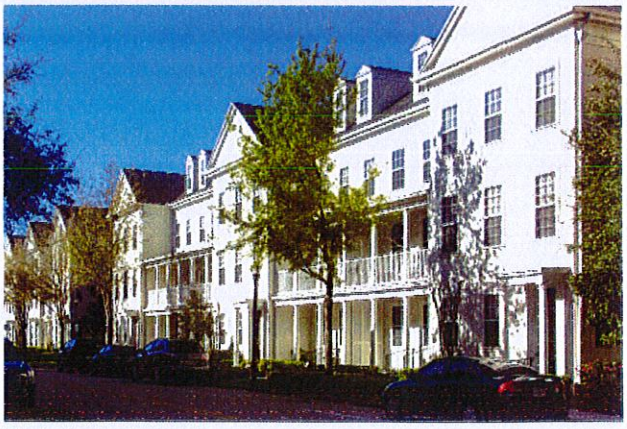
Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.



Low Density Residential

Medium Density Residential



High Density Residential

Neighborhoods are generally made up of residential and mixed-use designations:

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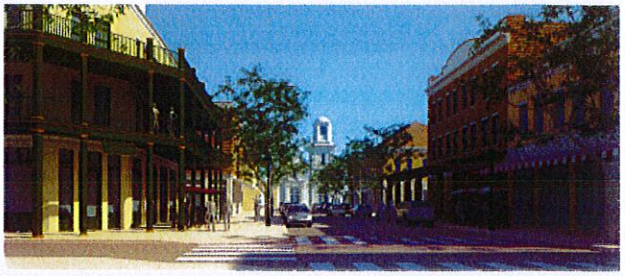
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

ZC-39-2019
AG to M-1
Warehousing
North of FM 1472 Rd.

ZC-39-2019
AG to M-1
Warehousing
North of FM 1472 Rd.

ZC-39-2019
AG to M-1
Warehousing
North of FM 1472 Rd.

ZC-39-2019
AG to M-1
Warehousing
North of FM 1472 Rd.

J Ruiz Land Surveying
TBPLS Firm Registration No. 10141800
1202 E Del Mar Blvd., Suite 1
Laredo, TX. 78041
www.jjruizlandsurveying.com
Phone 956-568-4470
Fax 956-568-4471

Field Notes
for a 3.74 acre tract of land,
out of a 10.00 acre tract of land,
conveyed to Jesus M. Sanchez and Zulema M. Sanchez,
situated in Porcion 10, Tomas Sanchez, Abstract 280,
Webb County, Texas

Being a 3.74 acre tract of land, out of a 10.00 acre tract of land, conveyed to Jesus M. Sanchez and Zulema M. Sanchez, as described in deed recorded in Volume 1011, Pages 92-93, Deed Records, Webb County, Texas, situated in Porcion 10, Tomas Sanchez, Abstract 280, Webb County, Texas, and being more particularly described by metes and bounds as follows, to wit:

Beginning at a ***½" iron rod*** found at the northerly Right of Way line of Mines Road (F.M. 1472), at the southeast corner of a tract of land, conveyed to Ruben Lopez Escamilla, as described in deed recorded in Volume 4137, Pages 658-663, Deed Records, Webb County, Texas, for the southwest corner hereof;

Thence, with the easterly line of said Escamilla tract, ***North 21 degrees 56 minutes 03 seconds West, 490.23 feet*** to a ***point*** at the Laredo City Limits line, at the southwest corner of a 6.26 acre tract of land, created by this survey, for the northwest corner hereof;

Thence, with said Laredo City Limits line, and the southerly line of said 6.26 acre tract, ***North 85 degrees 19 minutes 47 seconds East, 83.80 feet*** to a ***point***, for a point of deflection hereof;

Thence, continuing with said Laredo City Limits line, and the southerly line of said 6.26 acre tract, ***North 83 degrees 42 minutes 34 seconds East, 255.54 feet*** to a ***point***, for a point of deflection hereof;

Thence, continuing with said Laredo City Limits line, and the southerly line of said 6.26 acre tract, ***North 83 degrees 02 minutes 41 seconds West, 5.02 feet***, to a ***point*** at the westerly line of a tract of a land, conveyed to Ronald H. Grant and Alice K. Grant, as described in deed in recorded in Volume 1055, Pages 673-675, Deed Records, Webb County, Texas, for the northeast corner hereof;

Thence, with the westerly line of said Grant tract, ***South 21 degrees 56 minutes 03 seconds East, 497.73 feet***, to a ***½" iron*** found at the northerly Right of Way line of aforementioned Mines Road (F.M. 1472), for the southeast corner hereof;

Thence, with the northerly Right of Way line of said Mines Road (F.M. 1472), ***South 85 degrees 22 minutes 42 seconds West, 340.72 feet***, to a ***½" iron*** found, for a point of deflection hereof;

Thence, continuing with the northerly Right of Way line of said Mines Road (F.M. 1472), ***South 79 degrees 53 minutes 27 seconds West, 5.73 feet*** to the **Point of Beginning** and containing ***5.73*** **acres** of land, more or less.

Basis of Bearings:
Basis of Bearing:
A ½" iron rod found at the northeast corner of a tract of land, conveyed to Ruben Lopez Escamilla, as described in deed recorded in Volume 4137, Pages 658-663, Deed Records, Webb County, Texas, and a ½" iron rod found at the southeast corner of said Escamilla tract.

Called to be: South 22 degrees 00 minutes East, 1,265.45 feet
Found by GPS observation to be: South 21 degrees 56 minutes 03 seconds East, 1,265.45 feet

State of Texas:
County of Webb:

I, **Julian Javier Ruiz**, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above captioned "Field Notes" and attached "Drawing" was prepared from an actual Survey performed on the ground under my supervision.

JULIAN JAVIER RUIZ 5304 REGISTERED LAND SURVEYOR

R.P.L.S. No. 5304 - Texas

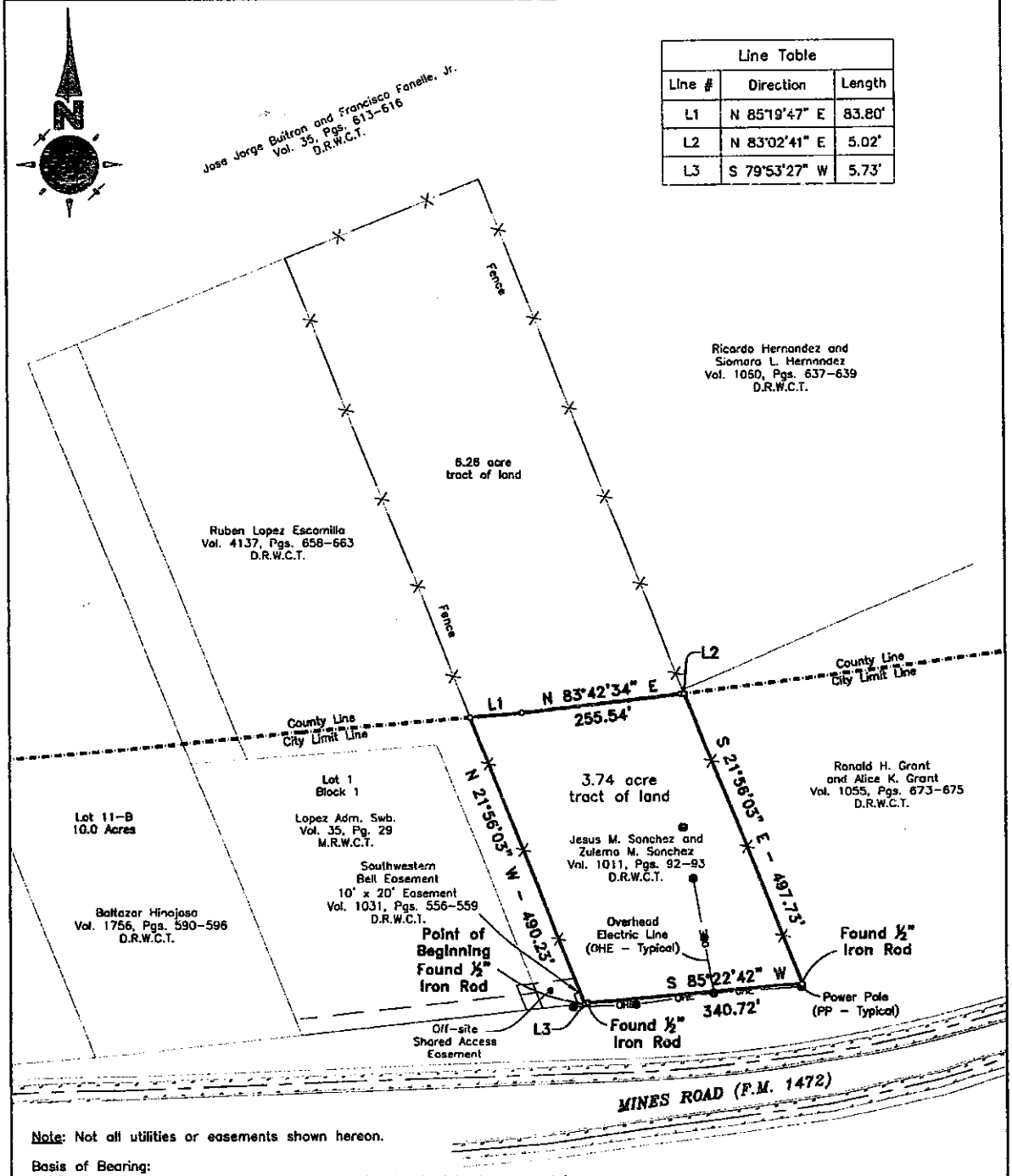
04-09-19
Current Date

Exhibit A

(Sheet 2 of 2)

SURVEY

of a 3.74 acre tract of land,
out of a 10.00 acre tract of land,
conveyed to Jesus M. Sanchez and Zulema M. Sanchez,
situated in Porcion 10, Tomas Sanchez, Abstract 280,
Webb County, Texas



Line Table		
Line #	Direction	Length
L1	N 85°19'47" E	83.80'
L2	N 83°02'41" E	5.02'
L3	S 79°53'27" W	5.73'

Note: Not all utilities or easements shown hereon.

Basis of Bearing:
A ½" iron rod found at the northeast corner of a tract of land, conveyed to Ruben Lopez Escamilla, as described in deed recorded in Volume 4137, Pages 658-663, Deed Records, Webb County, Texas, and a ½" iron rod found at the southeast corner of said Escamilla tract.

Called to be: S 22°00'00" E, 1,265.45'
Found by GPS observation to be: S 22°00'00" E, 1,265.45'

GRAPHIC SCALE
10 0 50 100 200 400
(IN FEET)
1 inch = 200 Ft.

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED.

JULIAN JAVIER RUIZ
5304
PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS

Julian Javier Ruiz, R.P.L.S. STATE OF TEXAS

04-09-19
CURRENT DATE:

J J Ruiz Land Surveying
TBPLS Firm Registration No. 10141800
1202 E. Del Mar Blvd., Ste. 1
Laredo, TX. 78041
www.jjruizlandsurveying.com
Phone 956-568-4470
Fax 956-568-4471

TECH:	M.G.C.
Q.C.:	J.J.R.
JOB No.:	18033
DATE:	04-09-19
F.B.:	000
PG.:	000
SHEET:	1 OF 2

Public Hearings (also Intro Ord) **9.**

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: James Kirby Snideman, Planning & Zoning Director

Initiated By: Olga Y. H. Cavazos Owner/Applicant and Carlos E. Cavazos, Representative

Staff Source: J. Kirby Snideman, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by repealing Ordinance 2004-0-063 and authorizing the issuance of a Conditional Use Permit for general automotive repairs on Lots 19 & 20, Block 30, Vista Hermosa Unit II, located at 5417 and 5419 McPherson Rd; providing for publication and effective date.

The Planning & Zoning Commission recommended approval of the Conditional Use Permit, and staff supports the application.

ZC-40-2019
District V

PREVIOUS COUNCIL ACTION

Council passed Ordinance 2004-0-063, for a CUP for general automotive repairs, April 5, 2004.

BACKGROUND

Council District: V - The Honorable Nelly Vielma

Proposed use: General automotive repairs. Property has a CUP for the proposed use that applicant is amending by changing permit holder.
Ordinance 2004-0-063.

Site: The site has a vacant commercial building former general automotive repairs.

Surrounding land uses: North of the site are AutoZone, and a Commercial Plaza 1, with 8 suites (Saenz Law Firm, Complete Choice Care, Circles of Care, Vail Center of Independence Living, All State, and 3 vacant suites), and across Alta Vista Dr. is a Multifamily complex. South abutting the property are Mirage and a Commercial Plaza

with 6 suites (Farmers Insurance, LTD Group Transport, Highway Solutions, Real Link, Dynamic Dance and one vacant suite) . East of the property there is a residential subdivision. West of the property is McPherson Rd. and across McPherson Rd. is Mission Viejo, a multifamily complex.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Use.

Transportation Plan: The Long Range Thoroughfare Plan identifies McPherson Rd., as a Major Arterial. The Plan does not identifies Alta Vista Dr., north of the property.

Letters sent to surrounding property owners: 33
In Favor: 0
Opposed: 0

STAFF COMMENTS:
Staff supportsthe request of the proposed CUP at this location for the following reasons:

1. The general conditions surrounding the area remain the same since the current CUP was acquired in 2004.
2. The location has a current CUP for the proposed use, Ordinance 2004-0-063. Property owner change, therefore new property owner is re-applying to acquire a new CUP for the same use by amending it by changing the permit holder.
3. The proposed use complies with the minimum parking required as per Section 24.78 of the Land Development Code Book. Re: calculations below.

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits auto repair general in zones B-4, M-1, M-2 and MXD. The applicant is applying for a Conditional Use Permit. Section 24.94.5(A)(3): Conditional Use Permit Application Submittal Criteria state that, "Applications for properties currently zoned B-1, B-1R, CBD, **B-3,**or B-4, may only seek conditional status for those uses permitted by zones B-1R, CBD, B-3, **B-4**or M-1 of higher intensity". **This property is currently zoned B-3.**

*Parking Calculations:

Proposed New Use:

Building A - Total parking spaces required for Building A = 25 p.s.

Use: Vehicle service station (specific repairs, maintenance)/heavy vehicle repair.
Parking formula: 1 per 500 sf office/reception space, plus one for each service bay (exterior or interior) and two stacking spaces for each service bay.
Total area office/reception: 2,088 SF sq. ft.
2,088 ps / 500 = 4.176= 4 parking spaces

Total bay(s): 7
1 per each bay area(s) x 7 = 7 parking spaces

stacking spaces per each service bay: 7
2 per each bay area(s) x 7 = 14 parking spaces

Total parking spaces required: 4+7+14 = 25 parking spaces
Total parking spaces provided: = 28 parking spaces

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 6 to 0 vote recommended approvalof the proposed Conditional Use Permit.

STAFF RECOMMENDATION

Staff supportsthe application and suggests the following conditions.

1. The Conditional Use Permit is issued to Olga Y. Cavazos, Owner/Applicant, and Leonel Muriel for All Tune & Lube, Tenant and is non-transferable.
2. The Conditional Use Permit is restricted to all General Automotive Repairs, as permitted by the B-4 designation are allowed to include but not limited to those specifically mentioned on letter, Exhibit "A", which is made part hereof for all purposes; with hours of operation from Monday through Friday from 7:00 a.m. to 8:00 p.m., and Saturday & Sunday from 8:00 a.m. to 4:00 p.m.
3. The Conditional Use Permit is restricted to 3,215 SF of workshop area (7 bays) and 2,088 SF of office space as per site plan Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage is limited to that allowed in a B-3 Zoning District.
6. Off-site parking is prohibited.
7. Owner shall provide parking spaces in compliance with Section 24.78 and 24.78.3 of the Laredo Land Development Code, for commercial parking, parking space dimensional requirements, loading space requirements and dimensions, paving, drainage, maintenance, lighting, location of parking spaces, disabled vehicles, joint use of parking spaces (on-site), wheel blocks, access and maneuvering space requirements, width of access driveway in business and industrial districts, as required by ordinance.
8. Outdoor music and speakers are NOT allowed, and there shall be no ground vibrations created or sustained on the site, which are perceptible without instruments at any point on any property adjoining the subject property.
9. The establishment shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
10. The establishment shall undergo an annual Fire Inspection.
11. The establishment shall not exceed the "Occupant Load" as set forth in the

Certificate of Occupancy issued to business holder.

12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with Building, Health, Safety, and all applicable codes and regulations as required.

Attachments

Ordinance 2019-O-

Section 24.63 Permitted Uses

Color maps

Color pictures

Exhibit A and B

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REPEALING ORDINANCE 2004-O-063 AND AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A GENERAL AUTOMOTIVE REPAIRS ON LOTS 19 & 20, BLOCK 30, VISTA HERMOSA SUBDIVISION, UNIT II, LOCATED AT 5417 & 5419 MCPHERSON RD.; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a General Automotive Repairs on Lots 19 & 20, Block 30, Vista Hermosa Subdivision, Unit II, located at 5417 & 5419 McPherson Rd.; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 16, 2019; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Conditional Use Permit; and,

WHEREAS, notice of the Conditional Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on August 5, 2019, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Conditional Use Permit for a General Automotive Repairs on Lots 19 & 20, Block 30, Vista Hermosa Subdivision, Unit II, located at 5417 & 5419 McPherson Rd.

Section 2: The Conditional Use Permit is further restricted to the following provision here with adopted by the City Council:

1. The Conditional Use Permit is issued to Olga Y. Cavazos, Owner/Applicant, and Leonel Muriel for All Tune & Lube, Tenant and is non-transferable.
2. The Conditional Use Permit is restricted to a General Automotive Repairs, with hours of operation from Monday through Friday from 7:00 a.m. to 8:00 p.m., and Saturday &

Sunday from 8:00 a.m. to 4:00 p.m., as further described on letter, Exhibit “A”, which is made part hereof for all purposes.

3. The Conditional Use Permit is restricted to 3,215 SF of workshop area and 2,088 SF of office space as per site plan Exhibit “B”, which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage is limited to that allowed in a B-3 Zoning District.
6. Off-site parking is prohibited.
7. Owner shall provide parking spaces in compliance with Section 24.78 and 24.78.3 of the Laredo Land Development Code, for commercial parking, parking space dimensional requirements, loading space requirements and dimensions, paving, drainage, maintenance, lighting, location of parking spaces, disabled vehicles, joint use of parking spaces (on-site), wheel blocks, access and maneuvering space requirements, width of access driveway in business and industrial districts, as required by ordinance.
8. Outdoor music and speakers are NOT allowed, and there shall be no ground vibrations created or sustained on the site, which are perceptible without instruments at any point on any property adjoining the subject property.
9. The establishment shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
10. The establishment shall undergo an annual Fire Inspection.
11. The establishment shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy issued to business holder.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7’ high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with Building, Health, Safety, and all applicable codes and regulations as required.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled “Revocation,” according to the criteria and procedures described therein and below:

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
D. The use of which the Conditional Use Permit was authorized does not commence within nine months of City Council's final approval date.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

Residential Districts											TRANSPORTATION / AUTOMOTIVE	Non-Residential Districts									
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
										4214	Transfer/Storage Terminal								X	X	X
										7520	Accesory Parking	Depends on Principle Use									
										7521	Commercial Parking Lot (Cars)		X			X	X	X	X	X	X
										7521	Commercial Parking Lot (Trucks/Heavy Equip.)							X	X	X	X
										7521	Recreational Vehicle Parking Lot							X	X	X	X
										7532	Auto Interior Shop							X	X	X	X
										7532	Auto Body Repair							X	X	X	X
										7522	Auto Paint Shop							X	X	X	X
										7533	Auto Muffler Shop							X	X	X	X
										7534	Auto Tire Repair						X	X	X	X	X
										5531	Tire Sales (Indoors)						X	X	X	X	X
										7539	Auto Glass Repair/Tenting						X	X	X	X	X
										7539	Auto Repair (General)							X	X	X	X
										7538	Auto Repair as Associated use to Retail Sales						X	X	X	X	X
										7538	Truck/Heavy Equipment/Recreational Veh. Repair							X	X	X	X
										3732	Boat Repair and/or Storage							X	X	X	X

LEGEND:

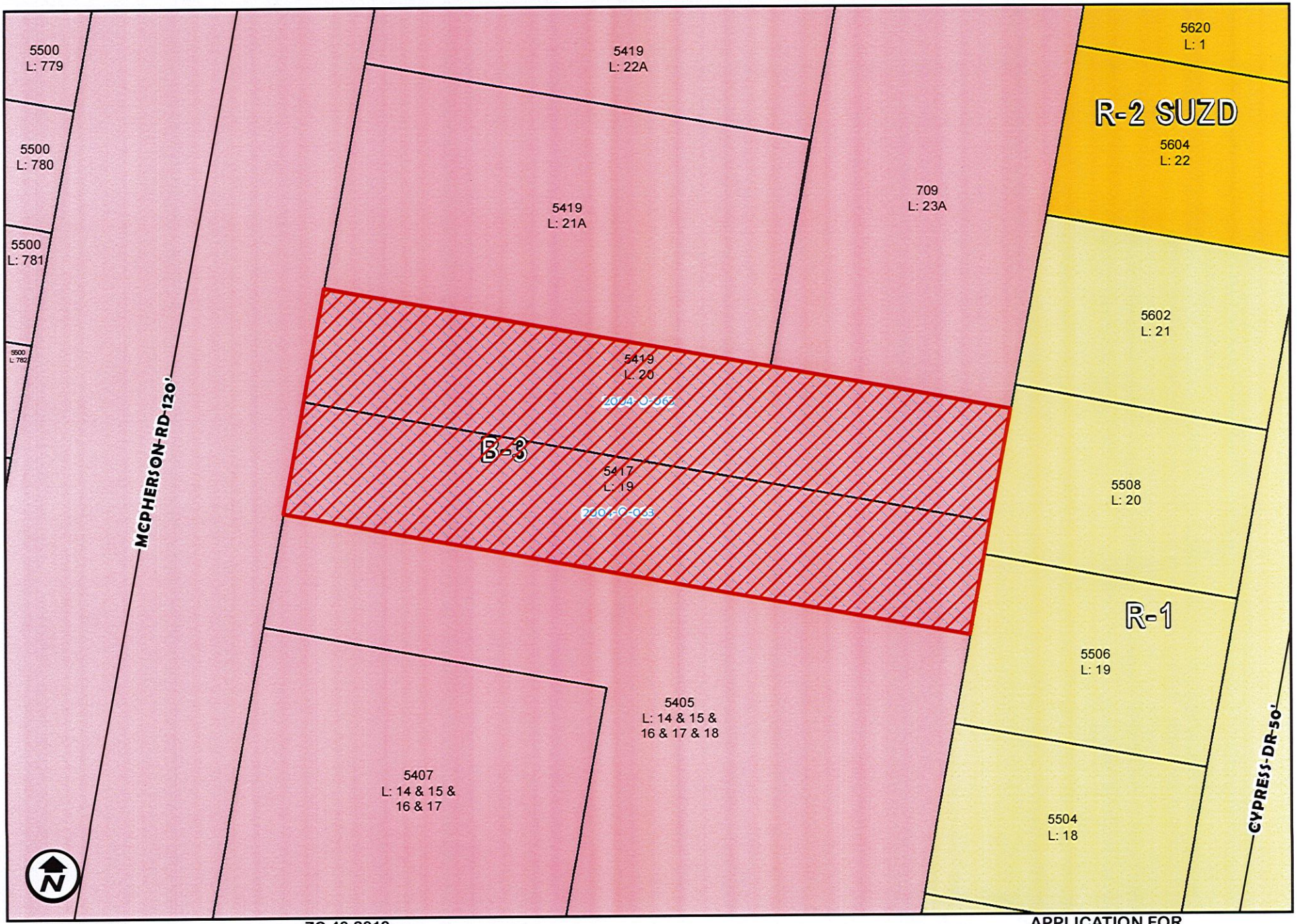
X	Permitted
S	Special Use Permit

AERIAL MAP

1 inch = 53 feet

ZC-40-2019
COUNCIL DISTRICT 5
5417 & 5419 MCPHERSON RD

APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> C.U.P. (CONDITIONAL USE PERMIT)



ZONING MAP

1 inch = 53 feet

ZC-40-2019
COUNCIL DISTRICT 5
5417 & 5419 MCPHERSON RD

APPLICATION FOR
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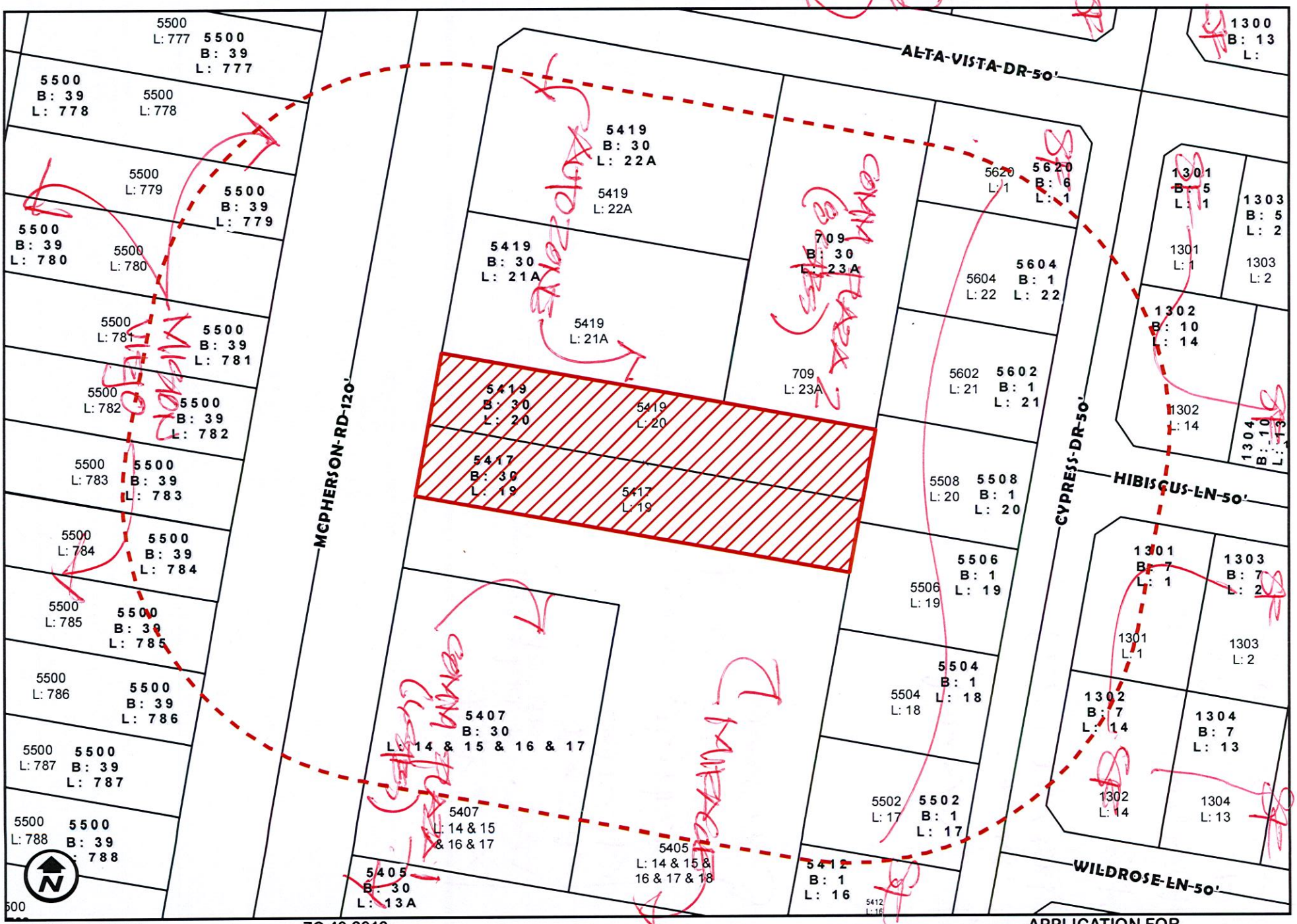
-> C.U.P. (CONDITIONAL USE PERMIT)



200' NOTIFICATION

1 inch = 83 feet

ZC-40-2019
COUNCIL DISTRICT 5
5417 & 5419 MCPHERSON RD

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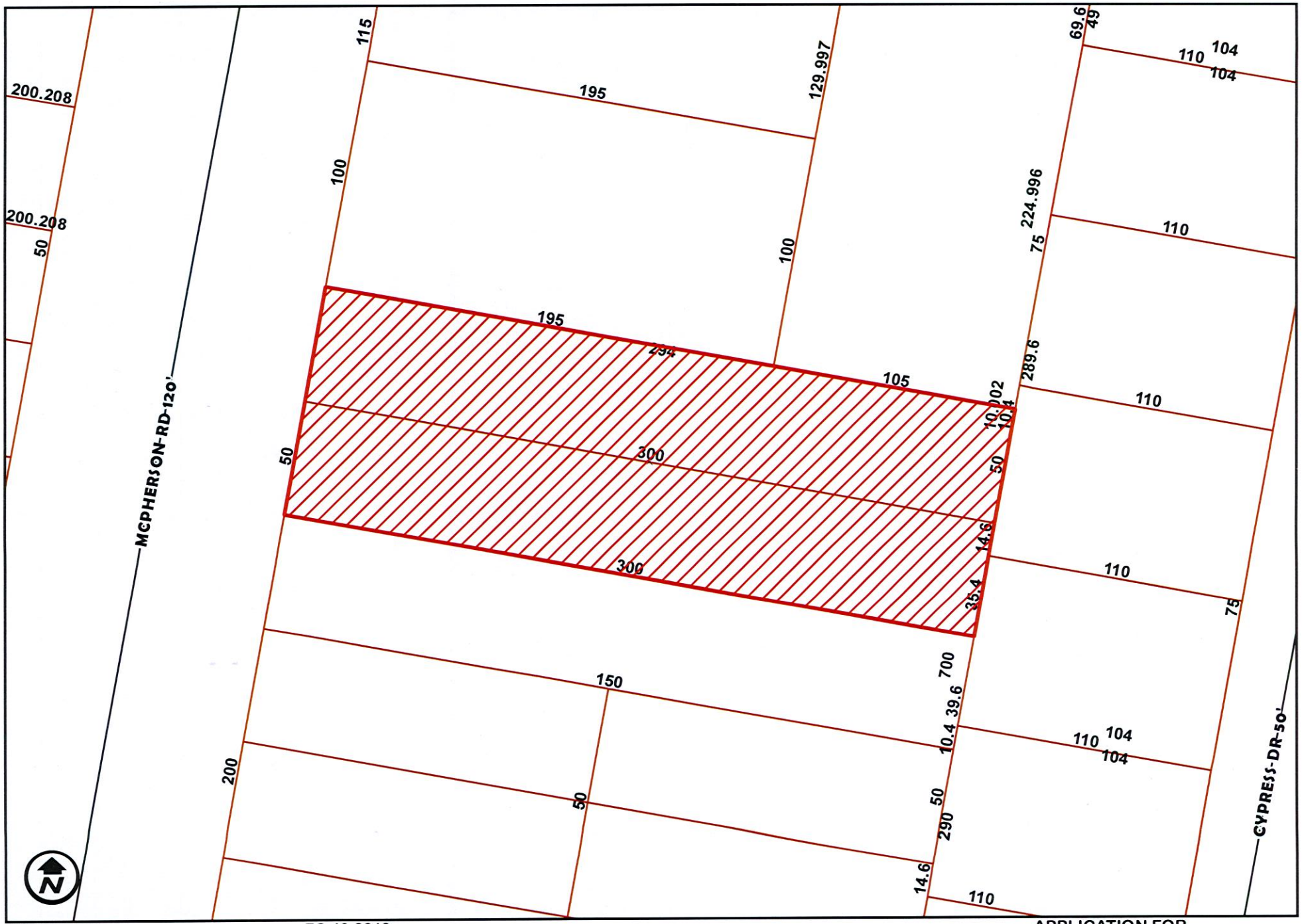


DIMENSIONS MAP

1 inch = 53 feet

ZC-40-2019

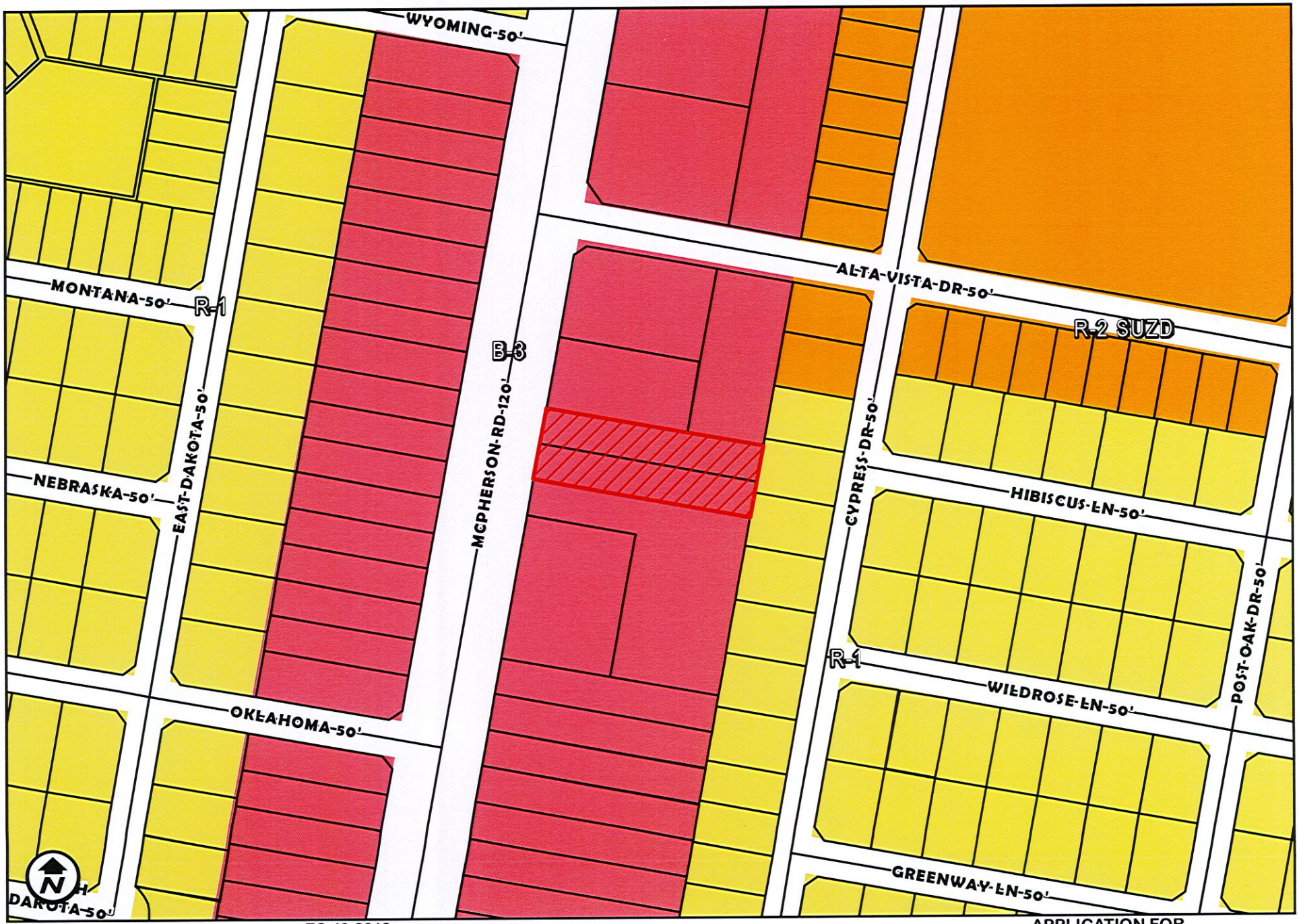
COUNCIL DISTRICT 5

5417 & 5419 MCPHERSON RD

APPLICATION FOR

B3 (COMMUNITY BUSINESS DISTRICT)

-> C.U.P. (CONDITIONAL USE PERMIT)



ZONING OVERVIEW

1 inch = 167 feet

ZC-40-2019

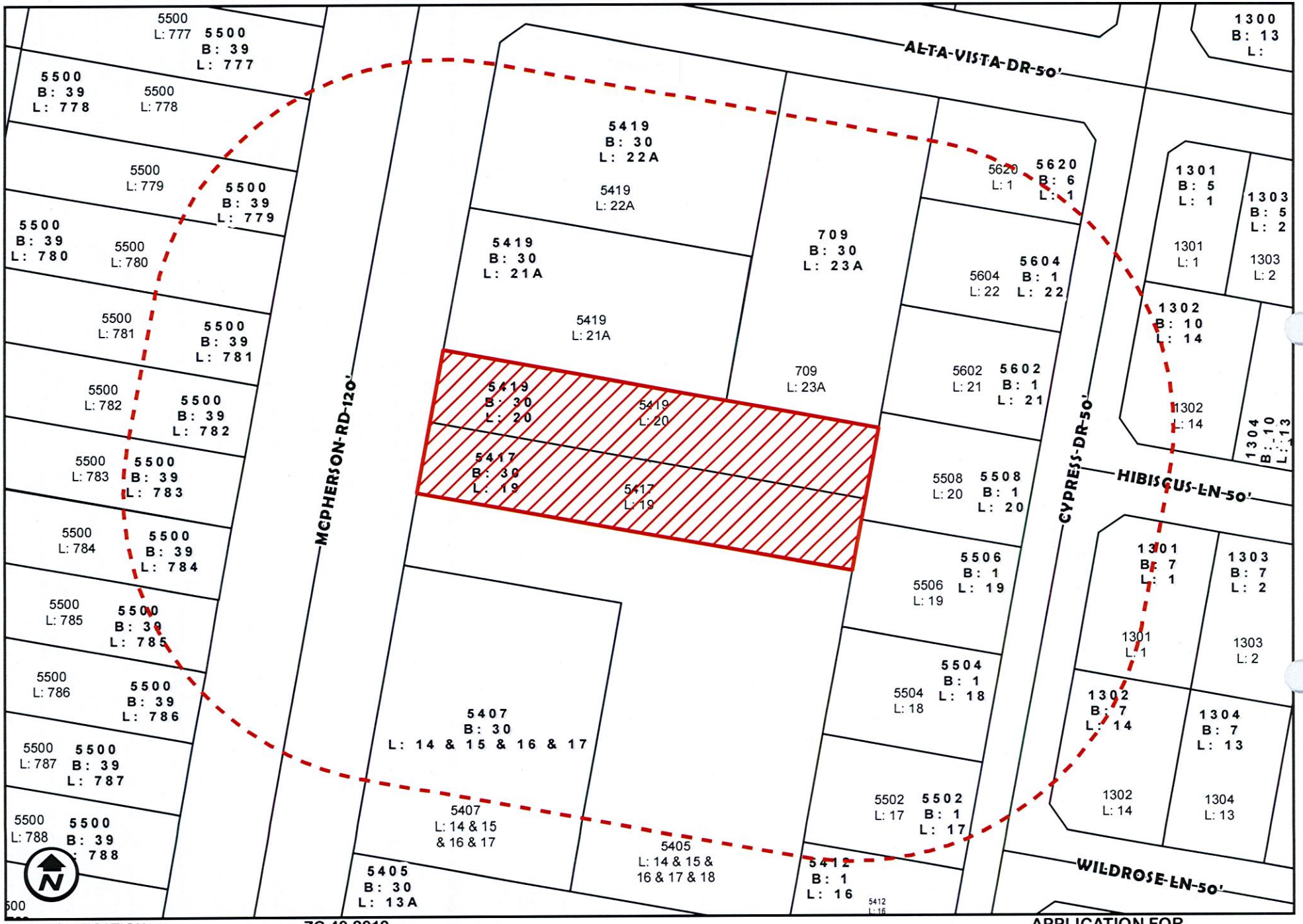
COUNCIL DISTRICT 5

5417 & 5419 MCPHERSON RD

APPLICATION FOR

B3 (COMMUNITY BUSINESS DISTRICT)

-> C.U.P. (CONDITIONAL USE PERMIT)



200' NOTIFICATION

1 inch = 83 feet

ZC-40-2019
COUNCIL DISTRICT 5
5417 & 5419 MCPHERSON RD

APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
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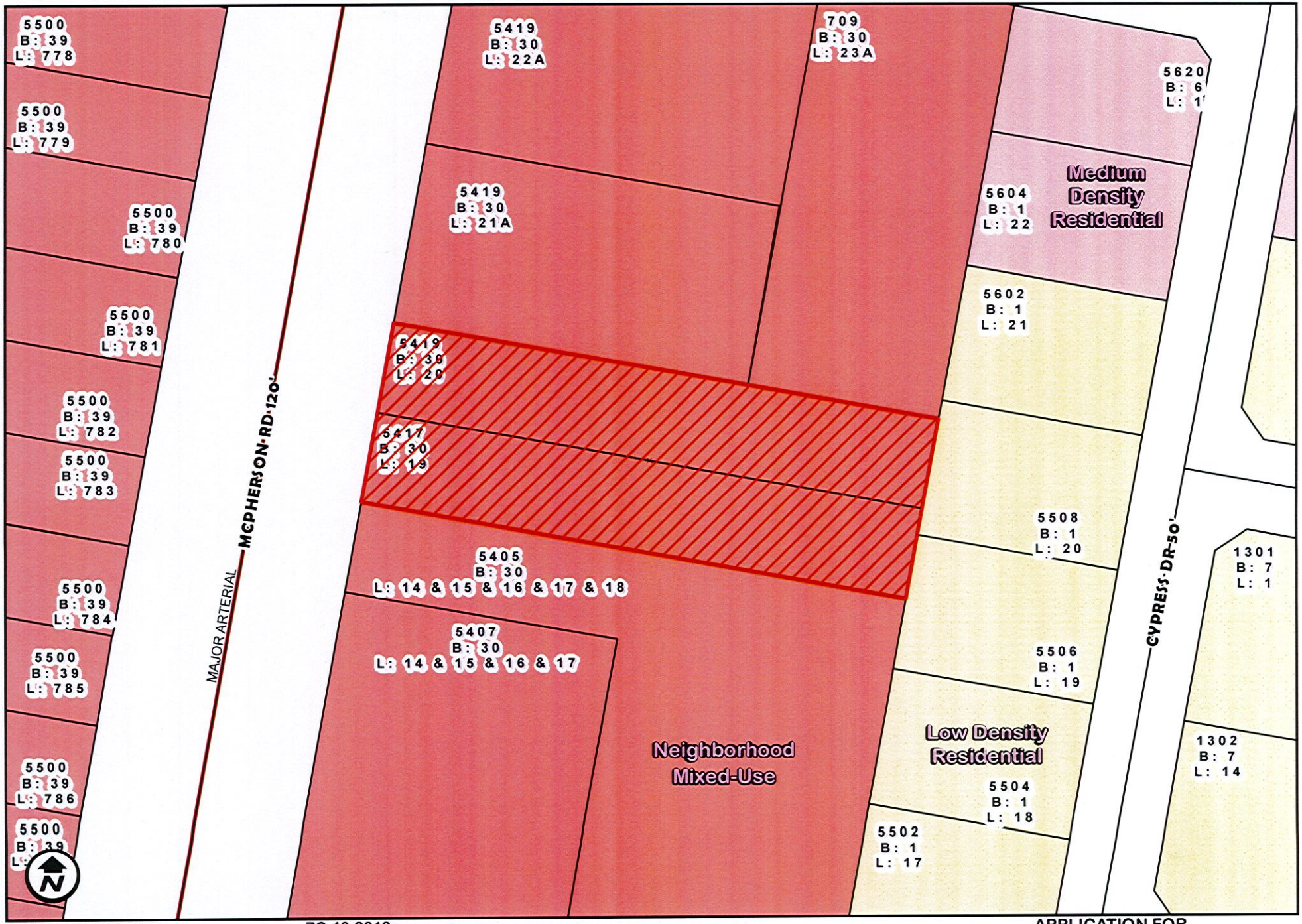


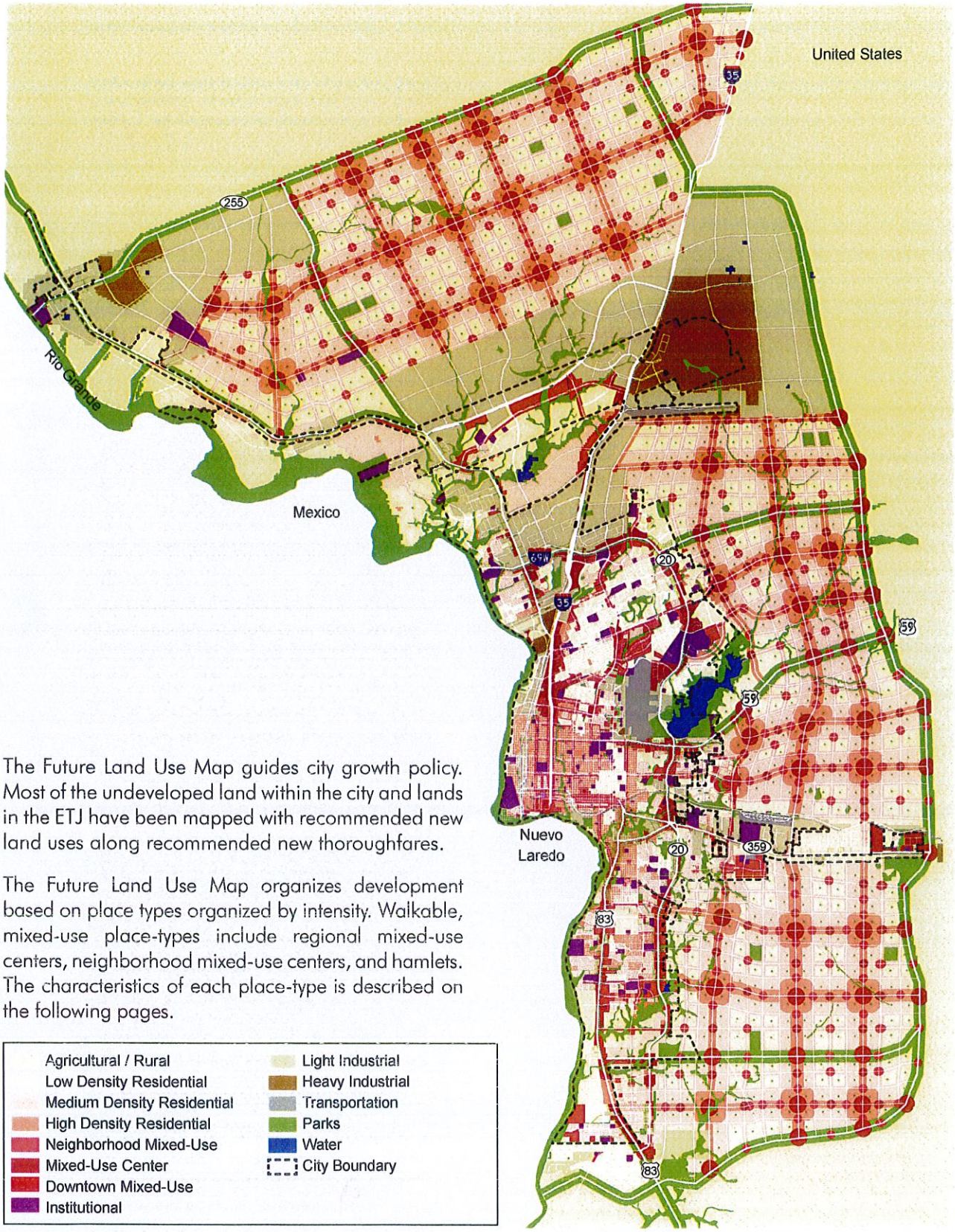
FUTURE LANDUSE MAP

1 inch = 67 feet

ZC-40-2019
COUNCIL DISTRICT 5
5417 & 5419 MCPHERSON RD

APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> C.U.P. (CONDITIONAL USE PERMIT)

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

- Agricultural / Rural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Mixed-Use
- Mixed-Use Center
- Downtown Mixed-Use
- Institutional
- Light Industrial
- Heavy Industrial
- Transportation
- Parks
- Water
- City Boundary

Land Use Equivalents Chart

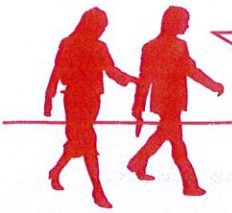
New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.
** Land uses allowed under a B4 are allowed with the exception of the following uses***:

Farms, General (Crops & Livestock)
Farms, General (Livestock/Ranch)
Bulk Grain And/Or Feed Storage
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.

Create incentives for job creation, economic development, and alternative land development options (higher and lower density).

Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Low Density Residential

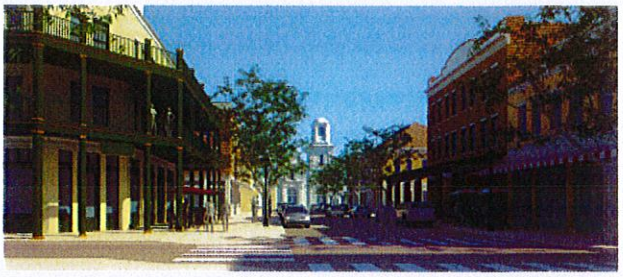
Medium Density Residential

High Density Residential

Neighborhoods are generally made up of residential and mixed-use designations:

- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

ZC-40-2019
5417 and 5419 McPherson Rd.
B3 to CUP
for general automotive repairs

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B3 to CUP
for general automotive repairs

ZC-40-2019
5417 and 5419 McPherson Rd.
B3 to CUP
for general automotive repairs

All Tune and Lube
5417 McPherson Road
Laredo, Texas 78041
(956)441-1741
Email: service@atllaredotx.com

April, 15,2019

City of Laredo Planning and Zoning Department
Laredo, Texas 78040

Attn: Planning and Zoning Commissioners
Ref: Narrative for a CUP application at Vista Hermosa II Lots 19 and 20, Block 30

At this time, we would like to ask for a CUP for lots 19 and 20, Block 30, Vista Hermosa Unit II, and the operation hours will be from 7:00 am to 8:00 pm., Monday-Friday and 8:00 am to 4:00 pm., on Saturday and Sunday. The services that will be conducted include the following:

1. Engine tune-up
2. Emission Inspection
3. Fuel injection and carburation service
4. State inspection
5. Brake service
6. Alignment
7. Engine and transmission replacement
8. Air conditioning
9. Transmission service
10. Tire replacement and rotation
11. Diagnostic
12. Ride control, shocks, struts
13. Exhaust systems replacement
14. Engine oil and filter change, including lubrication and vital fluid checks

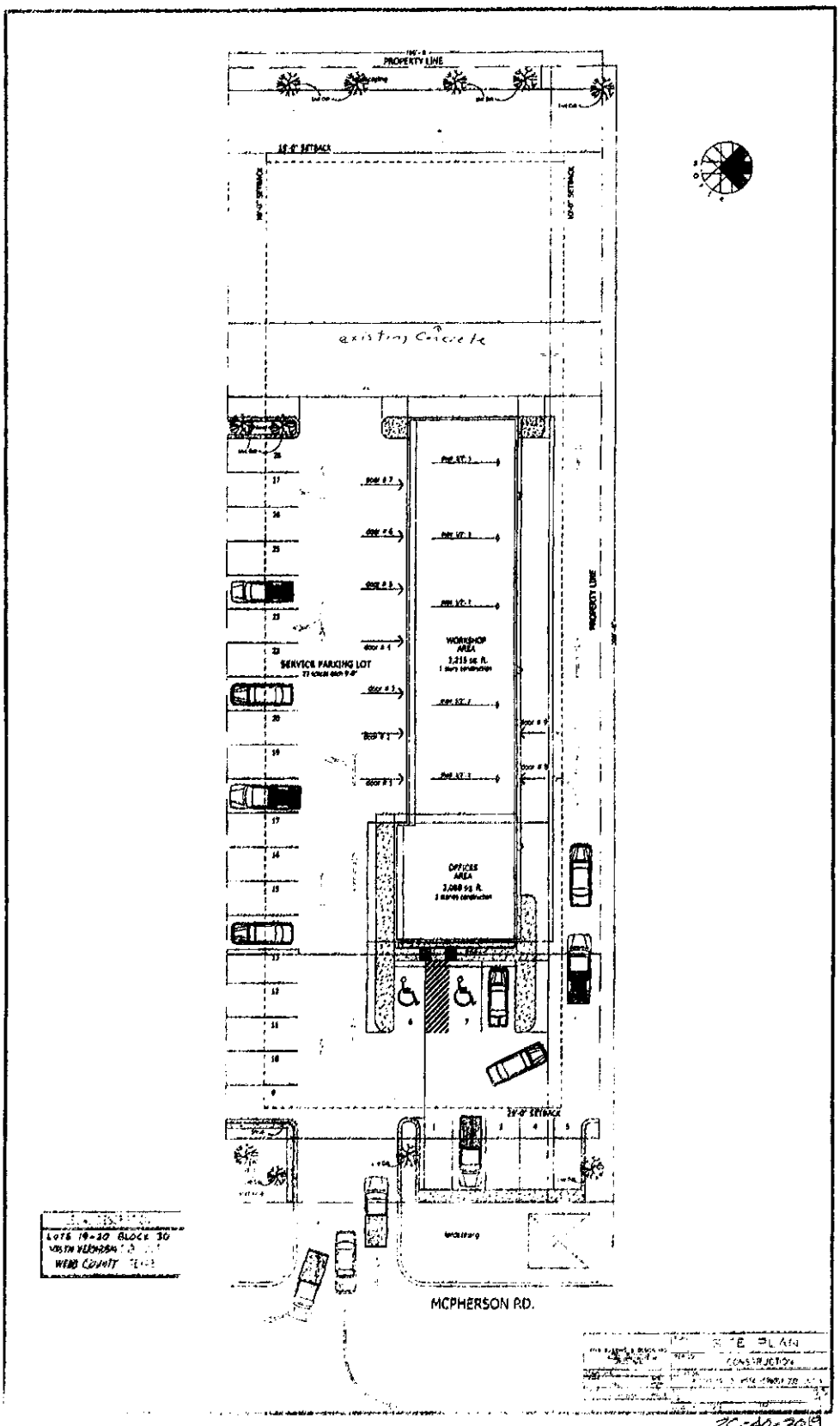
In general, this is the extent of the operations of ALL Tune and Lube should there be any questions, please call the phone number above and ask for Eric Lozano and, thank you for your time on this matter.

Sincerely,

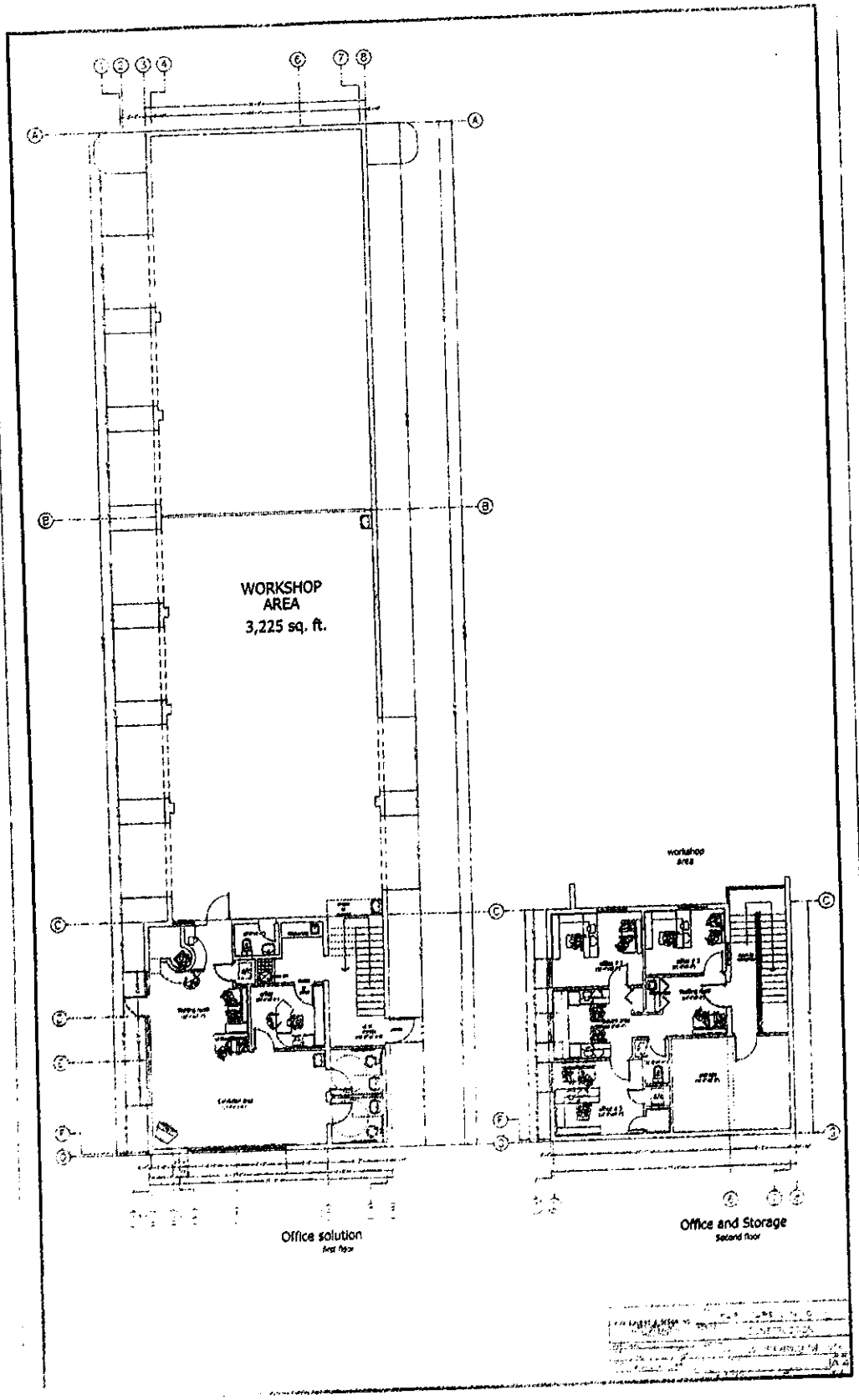
All Tune and Lube

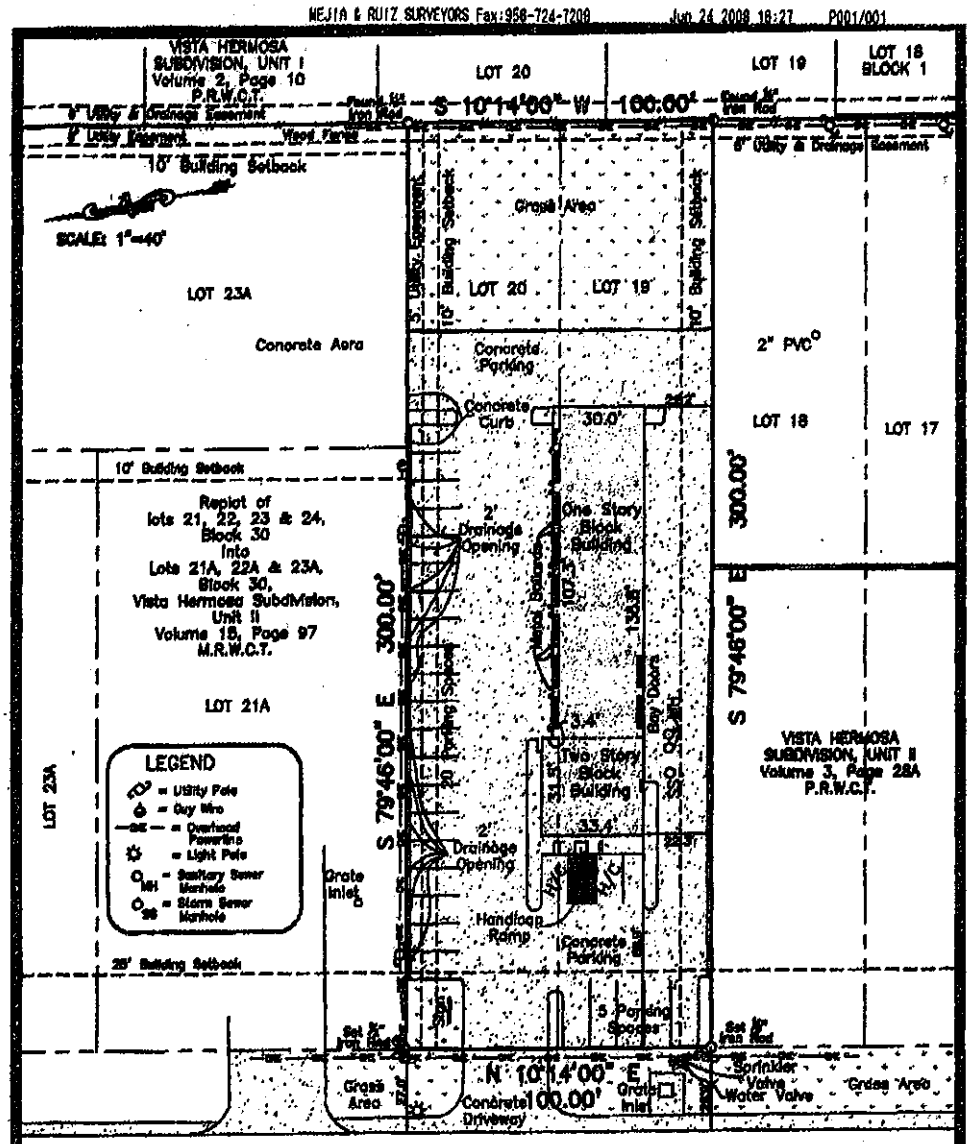
Leonel Muriel

Exibit A


PROPERTY LINE
existing Concrete
WORKSHOP AREA
SERVICE PARKING LOT
OFFICES AREA
PROPERTY LINE
MCPHERSON RD.
LOTS 19-20 BLOCK 30
WEBB COUNTY

Exibit B


WORKSHOP
AREA
3,225 sq. ft.
Office solution
Office and Storage



NOTE: NOT ALL UTILITIES OR EASEMENTS SHOWN HEREON.

BASIS OF BEARINGS:
A ½" IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 19, BLOCK , AND A ½" IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 19A, BLOCK 5, VISTA HERMOSA SUBDIVISION, UNIT II.

CALLED TO BE: S 10°14'00" W, 200.00'
MEASURED: S 10°14'00" W, 200.00'

Survey of
Lots 19 and 20, Block 30, Vista Hermosa Subdivision, Unit II, conveyed by deed to Olga Y. H. De Cavazos, recorded in Volume 1574, Pages 297-300, Deed Records, Webb County, Texas.

Address: 5417 McPherson Road, Laredo, Texas 78041

STATE OF TEXAS
REGISTERED
JULIAN JAVIER RUIZ
No. 5304
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF WEBB

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED.

Julian Javier Ruiz, R.P.L.S. No. 5304 — 04-24-08 — Date

Mejia & Ruiz
Land Surveyors
101 West Hillside, Suite 10
Laredo, Texas 78041
Phone: (956) 724-8423
Fax: (956) 724-7209

SURVEY BASED ON GF No.	
DRAWN BY: EMT	
CHECKED BY: JJR	
DATE: 01-23-07	
JOB No. 080103	

FILE: 070032 Lots 13-18 Vista Hermosa Subdivision.dwg

Public Hearings (also Intro Ord) 10.

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: James Kirby Snideman, Planning & Zoning Director
Initiated By: Cima Builders Inc./Gerardo Hinojosa. Owner/Applicant

Staff Source: J. Kirby Snideman, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 20, Block 5, Santa Rita Subdivision, Unit XIV, located at 104 Frank Sciaraffa Dr., from R-1A (Single Family Reduced Area District) to R-1MH (Single Family Manufactured Housing District); providing for publication and effective date.

The Planning and Zoning Commission recommended approval of the zone change, and staff supports the application.

ZC-44-2019
District III

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: III – The Honorable Mercurio Martinez, III

Proposed use: residential

Site: The site is currently raw undeveloped land.

Surrounding land uses: North, south and west of the property there are vacant lots. East of the property, there is a single-family residence.

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

Transportation Plan: The Long Range Thoroughfare Plan does not identify Frank Sciaraffa Dr.

Letters sent to surrounding property owners: 24
In Favor: 0
Opposed: 5 4 on a petition out of the 200 FT.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 5 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change.

STAFF COMMENTS

Staff supports the proposed zone change for the following reasons:

1. The proposed zone change is appropriate at this location because is in conformance with the Comprehensive Plan's designation of this area as Medium Density Residential; that includes R-1, R-O, R-2, B-1R, R-1B, Small format market.
2. The property complies with the R-1MH zoning requirements of a small format market.
3. There is an R-1MH zoning Northwest, West and Southwest of the property.
4. The proposed zoning will not affect the current residential uses in the area, in a negative way.
5. The proposed zone change is compatible with the current residential uses and zoning in the area.
6. The proposed lot is 50' wide, which exceeds the minimum Lot Width requirement of 42 Ft.

IMPACT ANALYSIS

R-1MH (Single Family Manufactured Housing District): The purpose of the R-1MH District (Single Family Manufactured Housing District) is to permit subdivisions designed to meet the dimensional and configuration requirements for manufactured and modular housing neighborhoods.

Is this change contrary to the established land use pattern?
No. The existing uses along this area are single family residential.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There are R-1MH zoning districts to the northwest, west and southwest of the property.

Will change adversely influence living conditions in the neighborhood?

No, the area is already a residential use in nature.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
No. The existing R-1A (Single Family Reduce Area District) does allow for residential uses, but not for Manufactured housing.

Attachments

Ordinance 2019-O-

Section 24-77 Dimensional Standards R-1MH

Color Maps

Color pictures

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 20, BLOCK 5, SANTA RITA SUBDIVISION, UNIT XIV, LOCATED AT 104 FRANK SCIARAFFA DR., FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO R-1MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 20, Block 5, Santa Rita Subdivision, Unit XIV, located at 104 Frank Sciaraffa Dr., from R-1A (Single Family Reduced Area District) to R-1MH (Single Family Manufactured Housing District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 20, 2019; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on August 5, 2019, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lot 20, Block 5, Santa Rita Subdivision, Unit XIV, located at 104 Frank Sciaraffa Dr., from R-1A (Single Family Reduced Area District) to R-1MH (Single Family Manufactured Housing District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

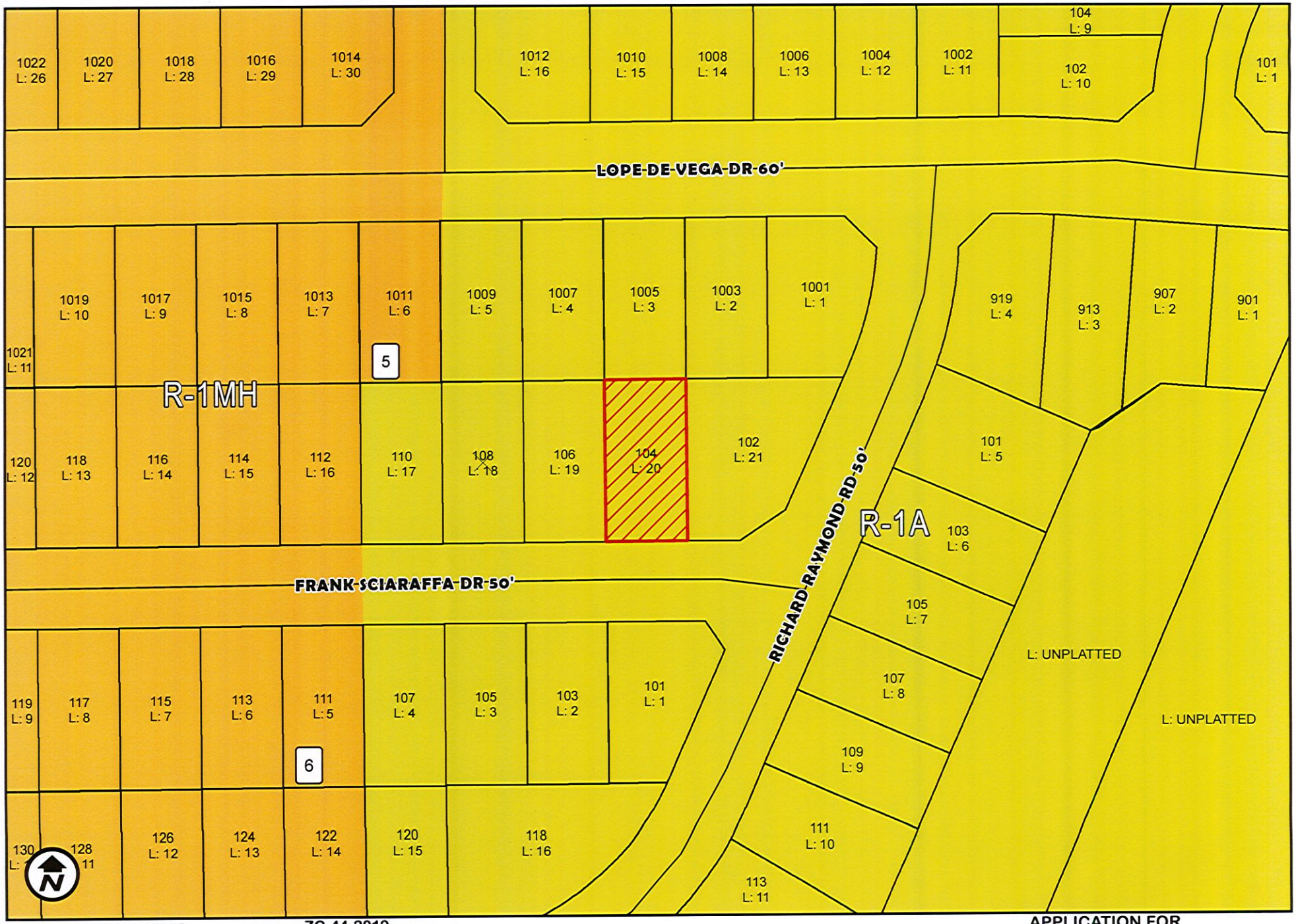
_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

SECTION 24-77
DIMENSIONAL STANDARDS
Section 24.77.1

Residential Districts													Non-Residential Districts									
AG	R-1	R-1A*	R-1MH (Manuf. Home)	R-1MH (Non-Man. Home)	R-2	R-3	RSM	RS	R-O	R-1B	Res. Lot of Record****		Reference Also	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
2½	2½	2	2	2	4	4	2½	2½	4	2	NA	Maximum Height (stories)		NA	3	1	NA	13	NA	NA	NA	NA
35	35	35	35	35	50	50	35	35	50	35	NA	Maximum Height (Feet)		NA	45	15	NA	160	NA	NA	NA	NA
35	20	20	10	20	20	20	30	30	20	20	10	Front Yard Setback	24.77.2	a*	25	30	a*	25	25	25	25	25
10	10	10	10	10	10	10	30	25	10	10	10	Side Yard Setback (corner)	24.77.10	a*	10	30	a*	10	20	10	10	10
5	5	5	5	5	5	5	10	10	5	5	5	Side Yard Setback (Interior)	24.77.2	b*	b*	10	b*	b*	b*	b*	b*	b*
35	20	20	10	20	20	20	30	20	20	20	b*	Rear Yard Setback	24.77.2	b*	NA	20	b*	b*	d*	b*	b*	b*
												Minimum Lot Area										
15,000	6,000	4,500	4,500	4,500	4,600	5,520	NA	15,000	4,500	3,000	2,500	Single Family Residential		4,000	4,600	15,000	4,000	4,000				
					6,000	6,000			6000			Duplex		6,000	6,000		6,000	6,000				
					c*	c*	c*		c*			Multi-Family residential		c*	c*		c*	c*				
e*	e*	e*	e*	e*	e*	e*	e*	e*	e*		e*	Commercial		e*	e*	e*	e*	e*	10,000e*	9,000e*	30,000e*	NA
100	46	42	42	42	46	46	100	75	46	35	30	Minimum Lot Width**		46	46	100	46	46	100	65	100	
			100	100		120	100			85.72		Minimum Lot Depth										

KEY

a*	The minimum setback is zero provided that a sidewalk of not less than eight feet (8'-0") is required for any new construction.
b*	Setbacks shall be ten feet (10'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
c*	The minimum lot area shall be 1,200 square feet per dwelling unit, plus 400 square feet for the second and each additional bedroom.
d*	Setbacks shall be twenty feet (20'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
e*	There are no lot area and lot frontage requirements for tracks intended for uses such as, but not limited to, communication towers and off-premise signs when platted in conformance to provisions provided in Section 212.0105 (b)(2) of the Local Government Code and Section 16.343 of the Water Code, relating to plats that do not require water and sewer services. (Residential lots do not qualify)
*	Staggered front and rear setbacks outlined in Section 24.65.8 of this Code.
**	Lot Width measured at the building setback line.
****	Less than 5,000 square feet.

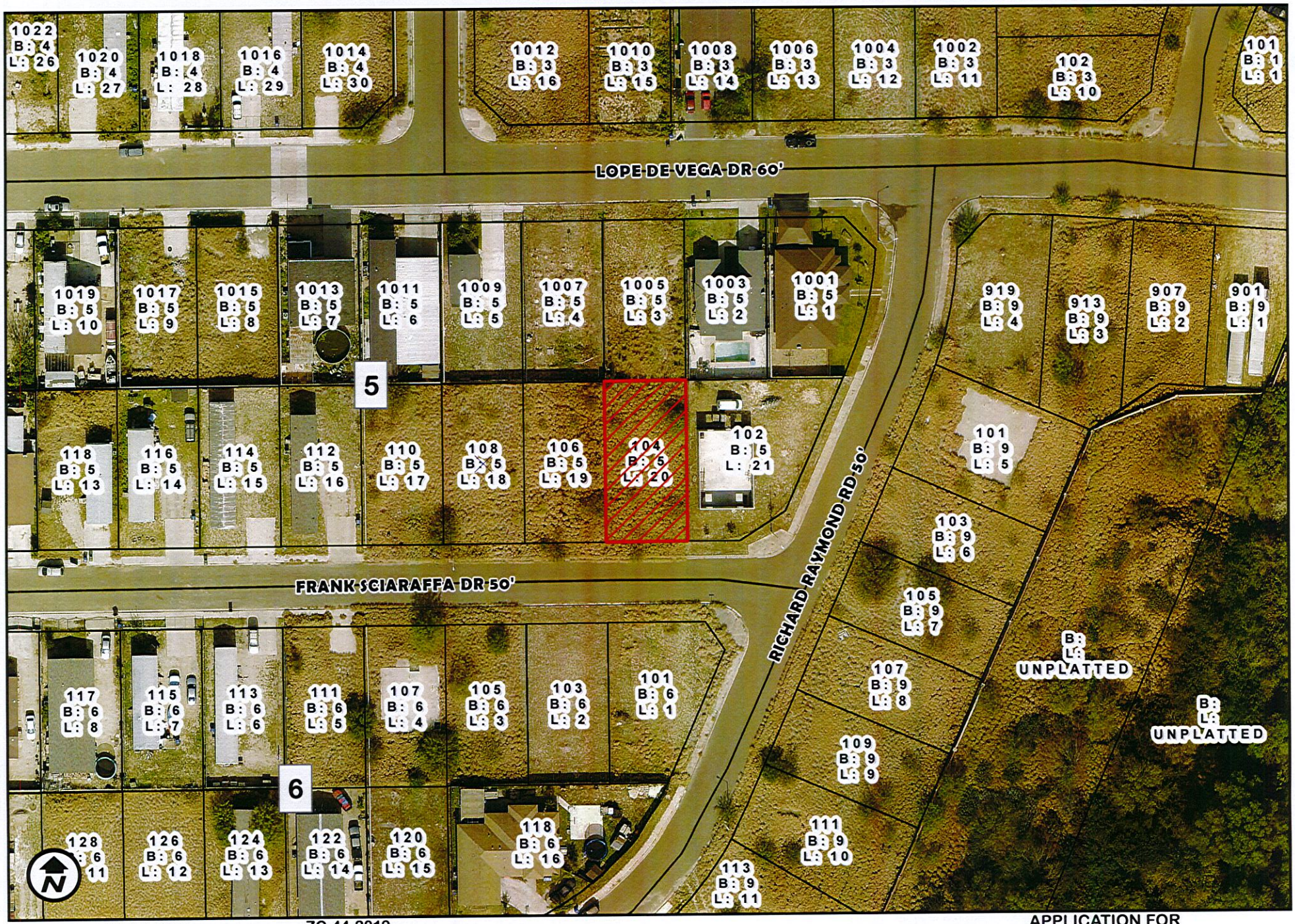


ZONING MAP

1 inch = 75 feet

ZC-44-2019
COUNCIL DISTRICT 3
104 FRANK SCIARAFFA DRIVE

APPLICATION FOR
R1A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> R1-MH (SINGLE FAMILY MANUFACTURED HOUSING)

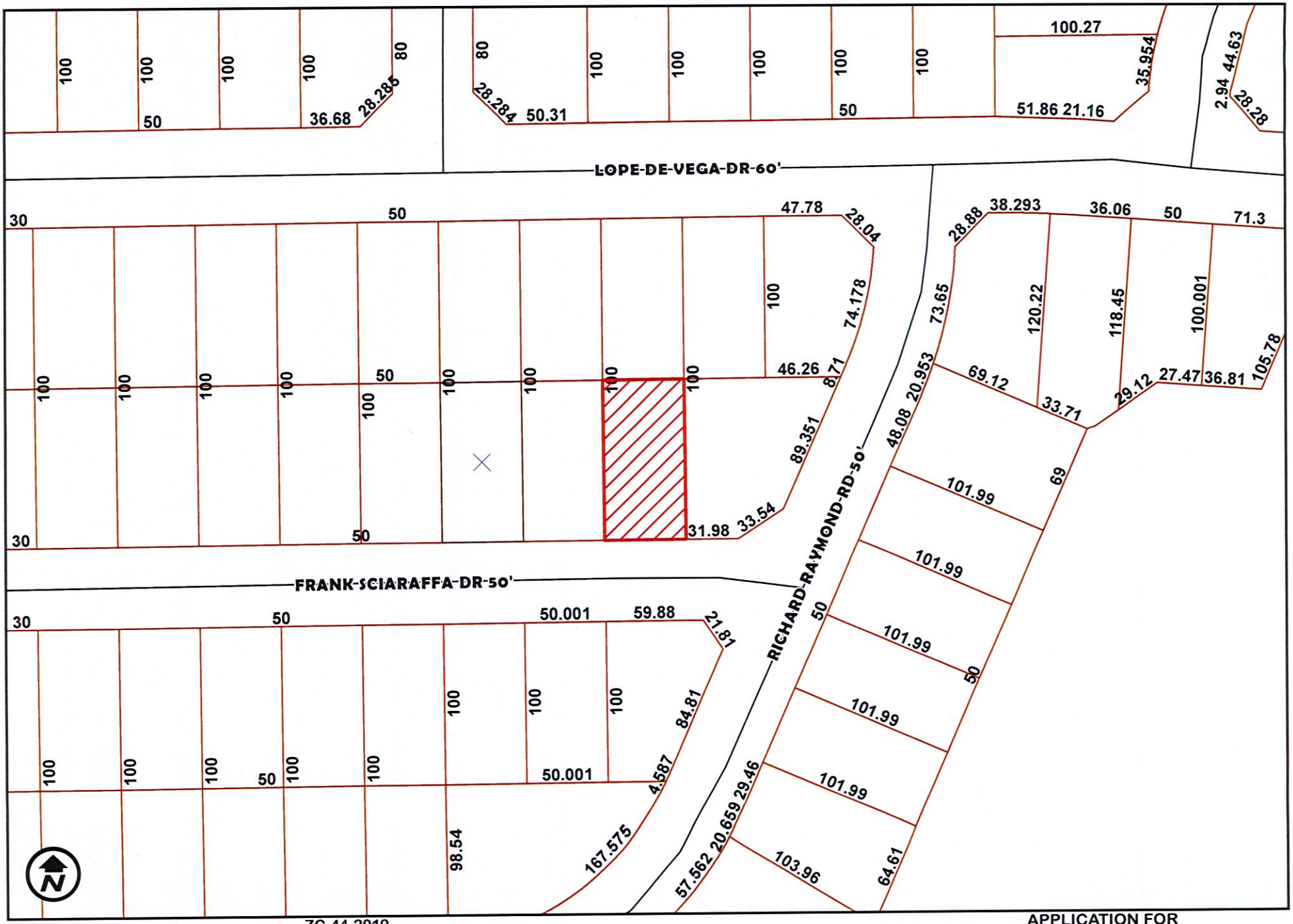


AERIAL MAP

1 inch = 75 feet

ZC-44-2019
COUNCIL DISTRICT 3
104 FRANK SCIARAFFA DRIVE

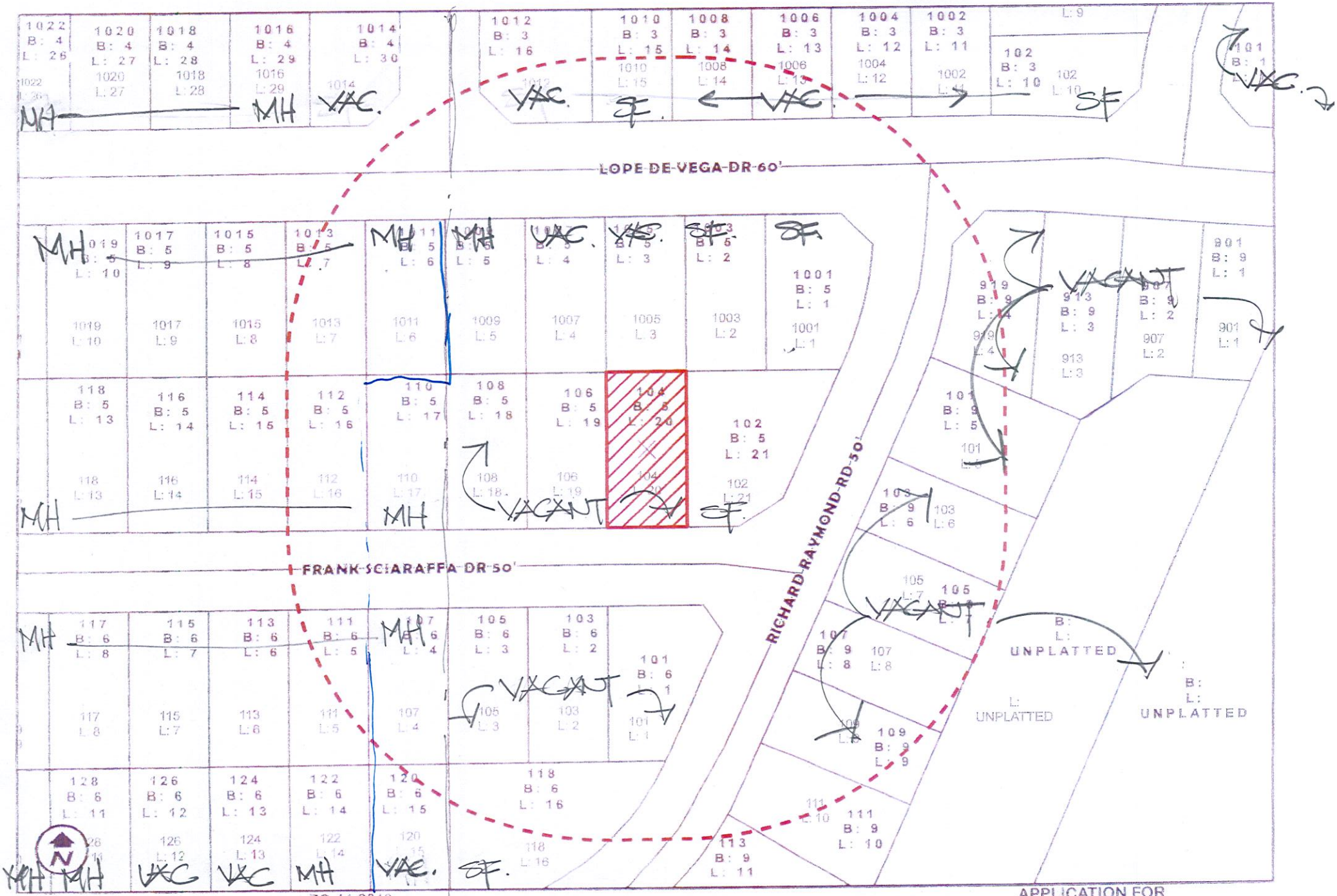
APPLICATION FOR
R1A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> R1-MH (SINGLE FAMILY MANUFACTURED HOUSING)



DIMENSIONS MAP
1 inch = 75 feet

ZC-44-2019
COUNCIL DISTRICT 3
104 FRANK SCIARAFFA DRIVE

APPLICATION FOR
R1A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> R1-MH (SINGLE FAMILY MANUFACTURED HOUSING)



200' NOTIFICATION

1 inch = 75 feet

ZC-44-2019

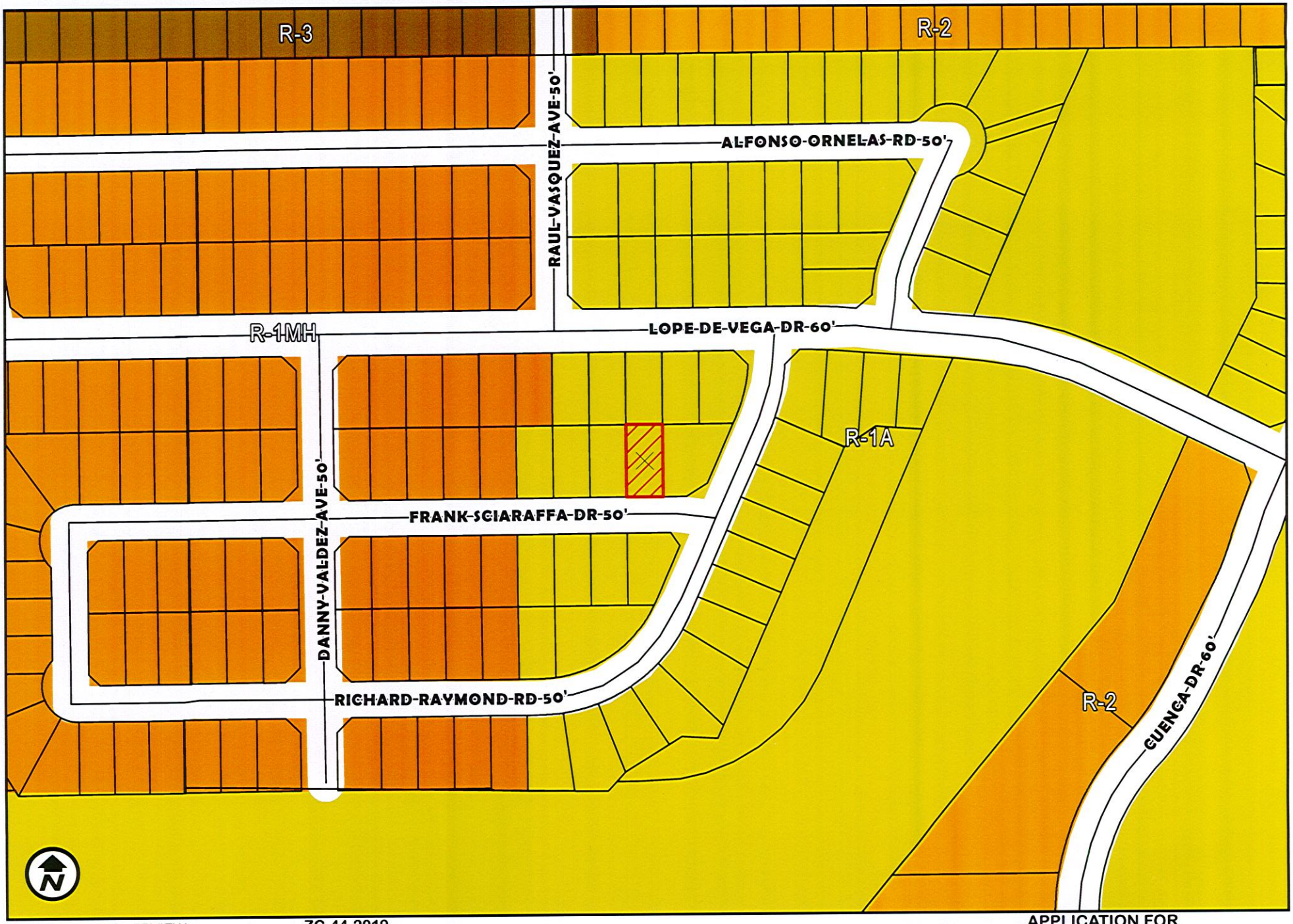
COUNCIL DISTRICT 3

104 FRANK SCIARAFFA DRIVE

APPLICATION FOR

R1A (SINGLE FAMILY REDUCED AREA DISTRICT)

-> R1-MH (SINGLE FAMILY MANUFACTURED HOUSING)



ZONING OVERVIEW

1 inch = 167 feet

ZC-44-2019
COUNCIL DISTRICT 3
104 FRANK SCIARAFFA DRIVE

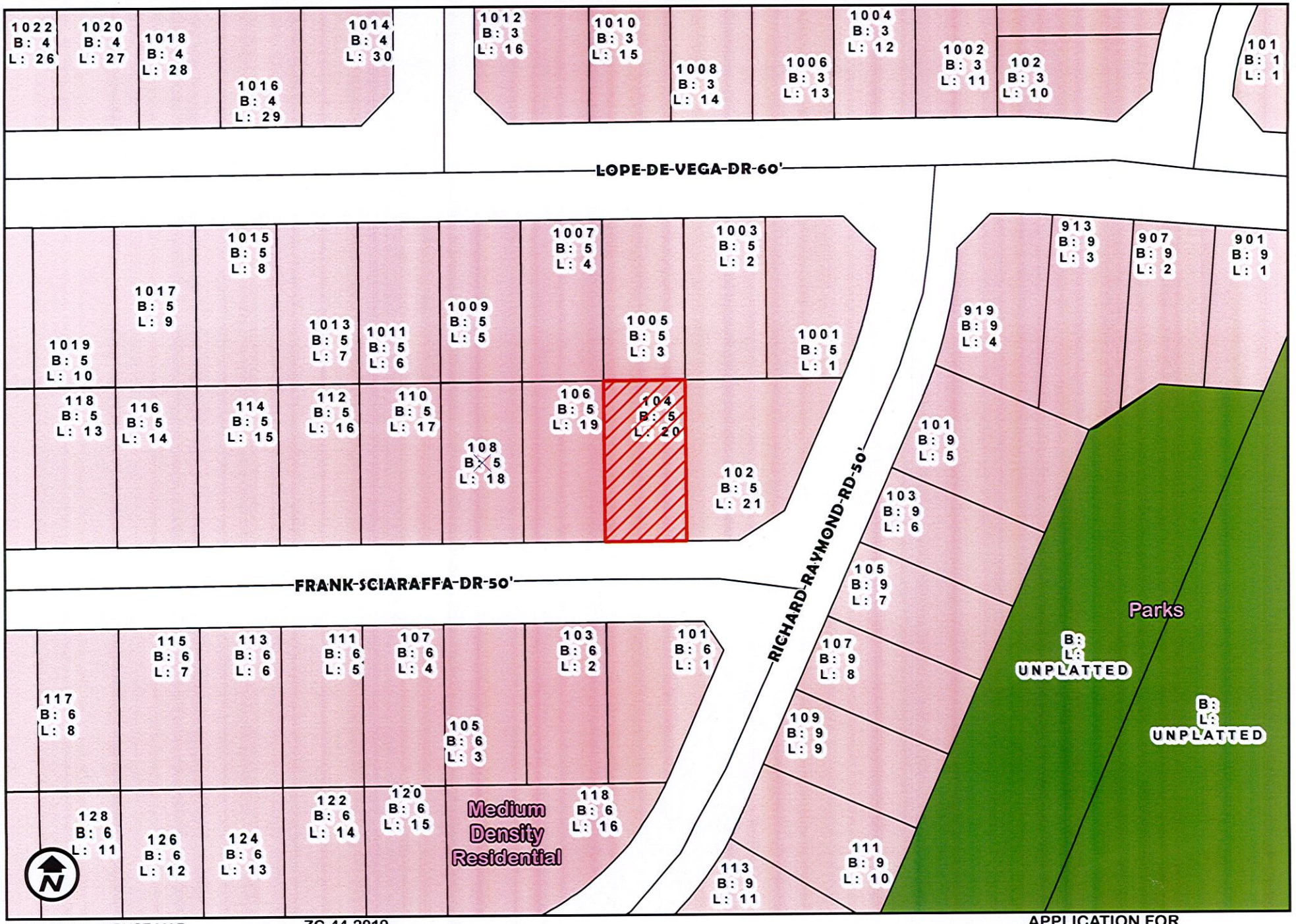
APPLICATION FOR
R1A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> R1-MH (SINGLE FAMILY MANUFACTURED HOUSING)

200' NOTIFICATION

1 inch = 75 feet

ZC-44-2019
COUNCIL DISTRICT 3
104 FRANK SCIARAFFA DRIVE

APPLICATION FOR
R1A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> R1-MH (SINGLE FAMILY MANUFACTURED HOUSING)



FUTURE LANDUSE MAP

1 inch = 75 feet

ZC-44-2019

COUNCIL DISTRICT 3

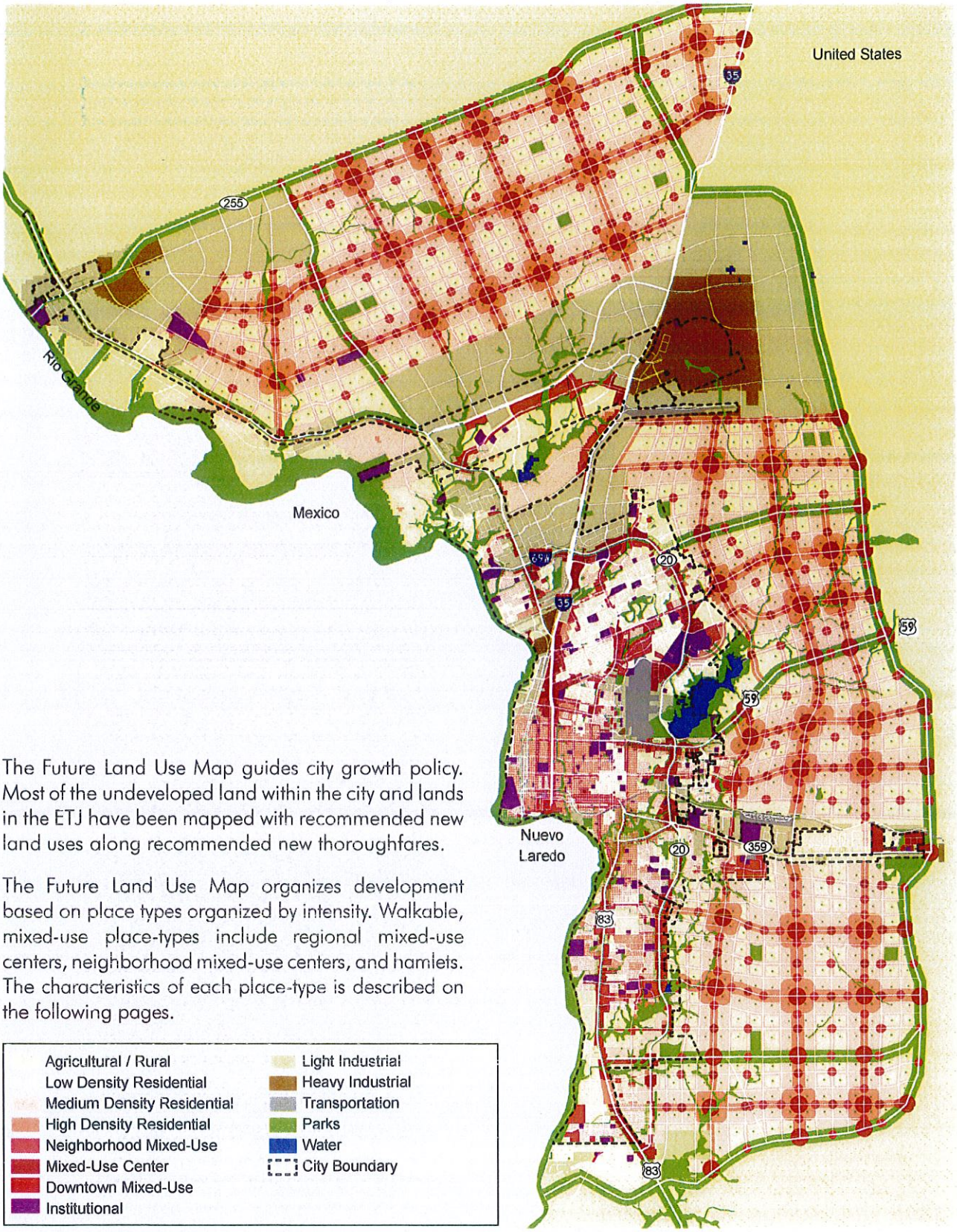
104 FRANK SCIARAFFA DRIVE

APPLICATION FOR

R1A (SINGLE FAMILY REDUCED AREA DISTRICT)

-> R1-MH (SINGLE FAMILY MANUFACTURED HOUSING)

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

- Agricultural / Rural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Mixed-Use
- Mixed-Use Center
- Downtown Mixed-Use
- Institutional
- Light Industrial
- Heavy Industrial
- Transportation
- Parks
- Water
- City Boundary

Land Use Equivalents Chart

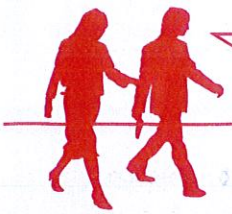
New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.
** Land uses allowed under a B4 are allowed with the exception of the following uses***:

Farms, General (Crops & Livestock)
Farms, General (Livestock/Ranch)
Bulk Grain And/Or Feed Storage
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.

Create incentives for job creation, economic development, and alternative land development options (higher and lower density).

Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

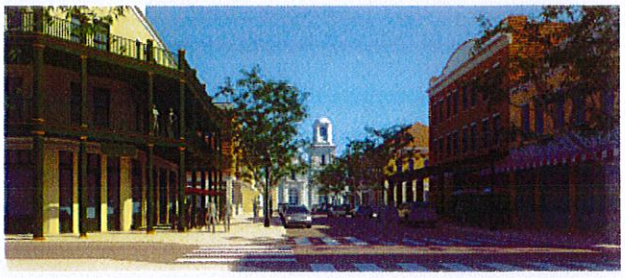
- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

Low Density Residential

Medium Density Residential

High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

ZC-44-2019
104 Frank Sciaraffa Dr.
R-1A to R-1MH

ZC-44-2019
104 Frank Sciaraffa Dr.
R-1A to R-1MH

ZC-44-2019
104 Frank Sciaraffa Dr.
R-1A to R-1MH

ZC-44-2019
104 Frank Sciaraffa Dr.
R-1A to R-1MH

Public Hearings (also Intro Ord) 11.

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: James Kirby Snideman, Planning & Zoning Director
Initiated By: Cima Builders Inc./Gerardo Hinojosa. Owner/Applicant

Staff Source: J. Kirby Snideman, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 18, Block 5, Santa Rita Subdivision, Unit XIV, located at 108 Frank Sciaraffa Dr., from R-1A (Single Family Reduced Area District) to R-1MH (Single Family Manufactured Housing District); providing for publication and effective date.

The Planning and Zoning Commission recommended approval of the zone change, and staff supports the application.

ZC-45-2019
District III

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: III – The Honorable Mercurio Martinez, III

Proposed use: residential

Site: The site is currently raw undeveloped land.

Surrounding land uses: North, south and west of the property there are vacant lots. East of the property, there is a single family residence.

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

Transportation Plan: The Long Range Thoroughfare Plan does not identify Frank Sciaraffa Dr.

Letters sent to surrounding property owners: 29

In Favor: 0
Opposed: 5 4 on a petition out of the 200 FT.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 5 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change.

STAFF COMMENTS

Staff supports the proposed zone change for the following reasons:

1. The proposed zone change is appropriate at this location because is in conformance with the Comprehensive Plan's designation of this area as Medium Density Residential; that includes R-1, R-O, R-2, B-1R, R-1B, Small format market.
2. The property complies with the R-1MH zoning requirements of a small format market.
3. There is an R-1MH zoning Northwest, West and Southwest of the property.
4. The proposed zoning will not affect the current residential uses in the area, in a negative way.
5. The proposed zone change is compatible with the current residential uses and zoning in the area.
6. The proposed lot is 50' wide, which exceeds the minimum Lot Width requirement of 42 Ft.

IMPACT ANALYSIS

R-1MH (Single Family Manufactured Housing District): The purpose of the R-1MH District (Single Family Manufactured Housing District) is to permit subdivisions designed to meet the dimensional and configuration requirements for manufactured and modular housing neighborhoods.

Is this change contrary to the established land use pattern?

No. The existing uses along this area are single family residential.

Would this change create an isolated zoning district unrelated to surrounding districts?

No. There are R-1MH zoning districts to the northwest, west and southwest of the property.

Will change adversely influence living conditions in the neighborhood?

No, the area is already a residential use in nature.

Are there substantial reasons why the property cannot be used in accordance

with existing zoning?
No. The existing R-1A (Single Family Reduce Area District) does allow for residential uses, but not for Manufactured housing.

Attachments

Ordinance 2019-O-

Section 24-77 Dimensional Standards R-1MH

Color Maps

Color Pictures

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 18, BLOCK 5, SANTA RITA SUBDIVISION, UNIT XIV, LOCATED AT 108 FRANK SCIARAFFA DR., FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO R-1MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 18, Block 5, Santa Rita Subdivision, Unit XIV, located at 108 Frank Sciaraffa Dr., from R-1A (Single Family Reduced Area District) to R-1MH (Single Family Manufactured Housing District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 20, 2019; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on August 5, 2019, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lot 18, Block 5, Santa Rita Subdivision, Unit XIV, located at 108 Frank Sciaraffa Dr., from R-1A (Single Family Reduced Area District) to R-1MH (Single Family Manufactured Housing District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

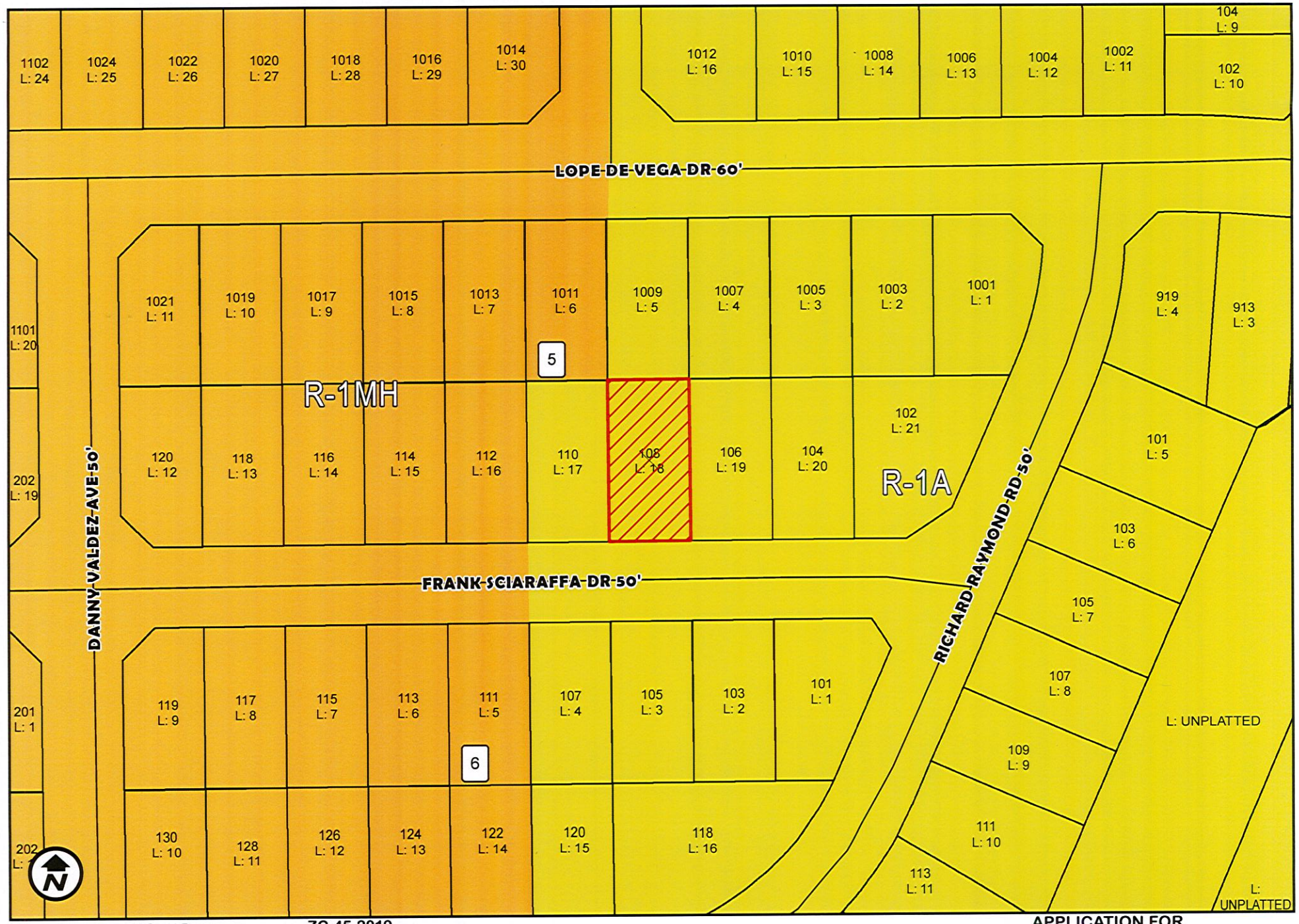
_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

SECTION 24-77
DIMENSIONAL STANDARDS
Section 24.77.1

Residential Districts													Non-Residential Districts									
AG	R-1	R-1A*	R-1MH (Manuf. Home)	R-1MH (Non-Man. Home)	R-2	R-3	RSM	RS	R-O	R-1B	Res. Lot of Record****		Reference Also	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
2½	2½	2	2	2	4	4	2½	2½	4	2	NA	Maximum Height (stories)		NA	3	1	NA	13	NA	NA	NA	NA
35	35	35	35	35	50	50	35	35	50	35	NA	Maximum Height (Feet)		NA	45	15	NA	160	NA	NA	NA	NA
35	20	20	10	20	20	20	30	30	20	20	10	Front Yard Setback	24.77.2	a*	25	30	a*	25	25	25	25	25
10	10	10	10	10	10	10	30	25	10	10	10	Side Yard Setback (corner)	24.77.10	a*	10	30	a*	10	20	10	10	10
5	5	5	5	5	5	5	10	10	5	5	5	Side Yard Setback (interior)	24.77.2	b*	b*	10	b*	b*	b*	b*	b*	b*
35	20	20	10	20	20	20	30	20	20	20	b*	Rear Yard Setback	24.77.2	b*	NA	20	b*	b*	d*	b*	b*	b*
												Minimum Lot Area										
15,000	6,000	4,500	4,500	4,500	4,600	5,520	NA	15,000	4,500	3,000	2,500	Single Family Residential		4,000	4,600	15,000	4,000	4,000				
					6,000	6,000			6000			Duplex		6,000	6,000		6,000	6,000				
					c*	c*	c*		c*			Multi-Family residential		c*	c*		c*	c*				
e*	e*	e*	e*	e*	e*	e*	e*	e*	e*		e*	Commercial		e*	e*	e*	e*	e*	10,000e*	9,000e*	30,000e*	NA
100	46	42	42	42	46	46	100	75	46	35	30	Minimum Lot Width**		46	46	100	46	46	100	65	100	
			100	100		120	100			85.72		Minimum Lot Depth										

KEY

a*	The minimum setback is zero provided that a sidewalk of not less than eight feet (8'-0") is required for any new construction.
b*	Setbacks shall be ten feet (10'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
c*	The minimum lot area shall be 1,200 square feet per dwelling unit, plus 400 square feet for the second and each additional bedroom.
d*	Setbacks shall be twenty feet (20'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
e*	There are no lot area and lot frontage requirements for tracks intended for uses such as, but not limited to, communication towers and off-premise signs when platted in conformance to provisions provided in Section 212.0105 (b)(2) of the Local Government Code and Section 16.343 of the Water Code, relating to plats that do not require water and sewer services. (Residential lots do not qualify)
*	Staggered front and rear setbacks outlined in Section 24.65.8 of this Code.
**	Lot Width measured at the building setback line.
****	Less than 5,000 square feet.

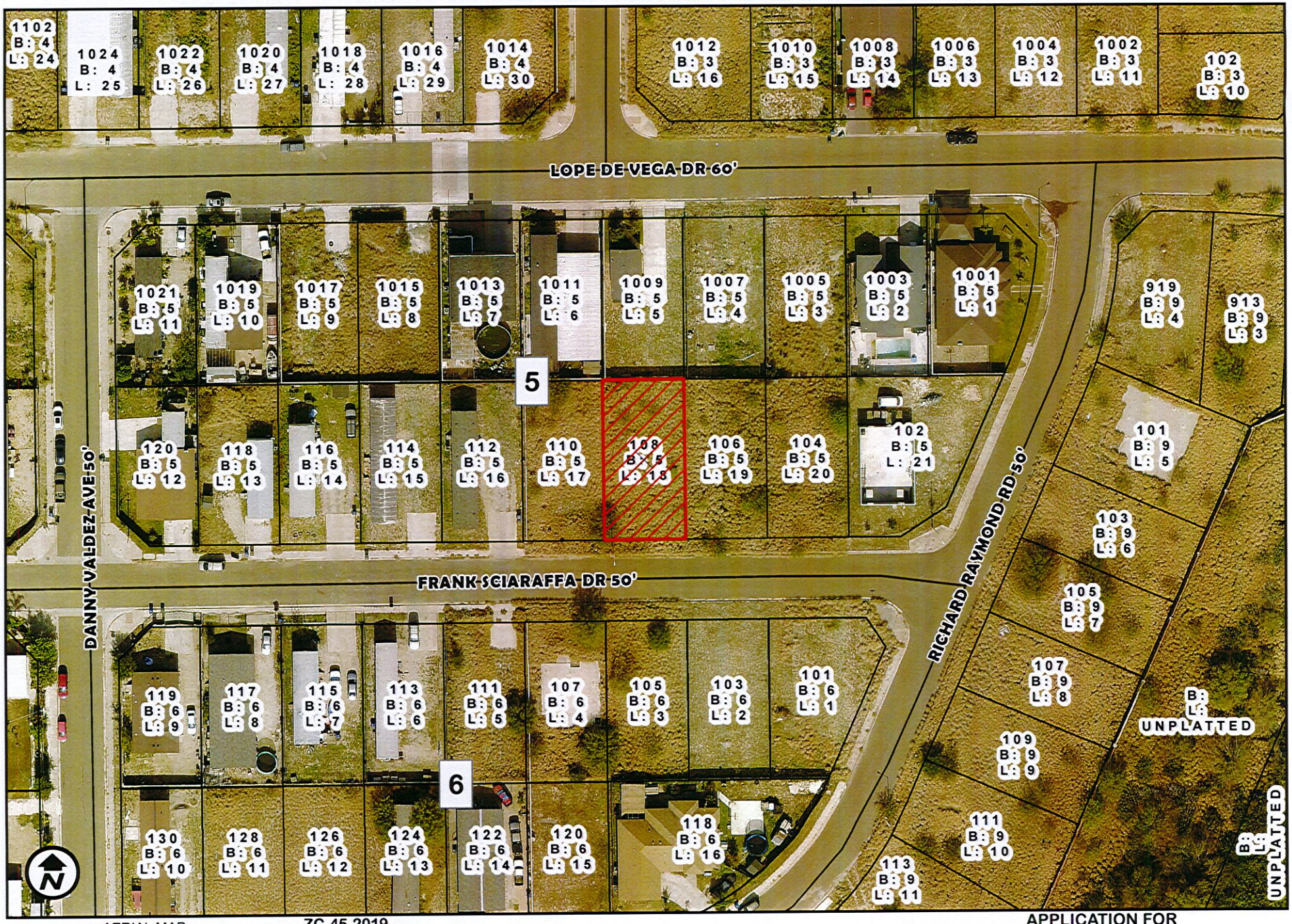


ZONING MAP

1 inch = 75 feet

ZC-45-2019
COUNCIL DISTRICT 3
108 FRANK SCIARAFFA DRIVE

APPLICATION FOR
R1A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> R1-MH (SINGLE FAMILY MANUFACTURED HOUSING)

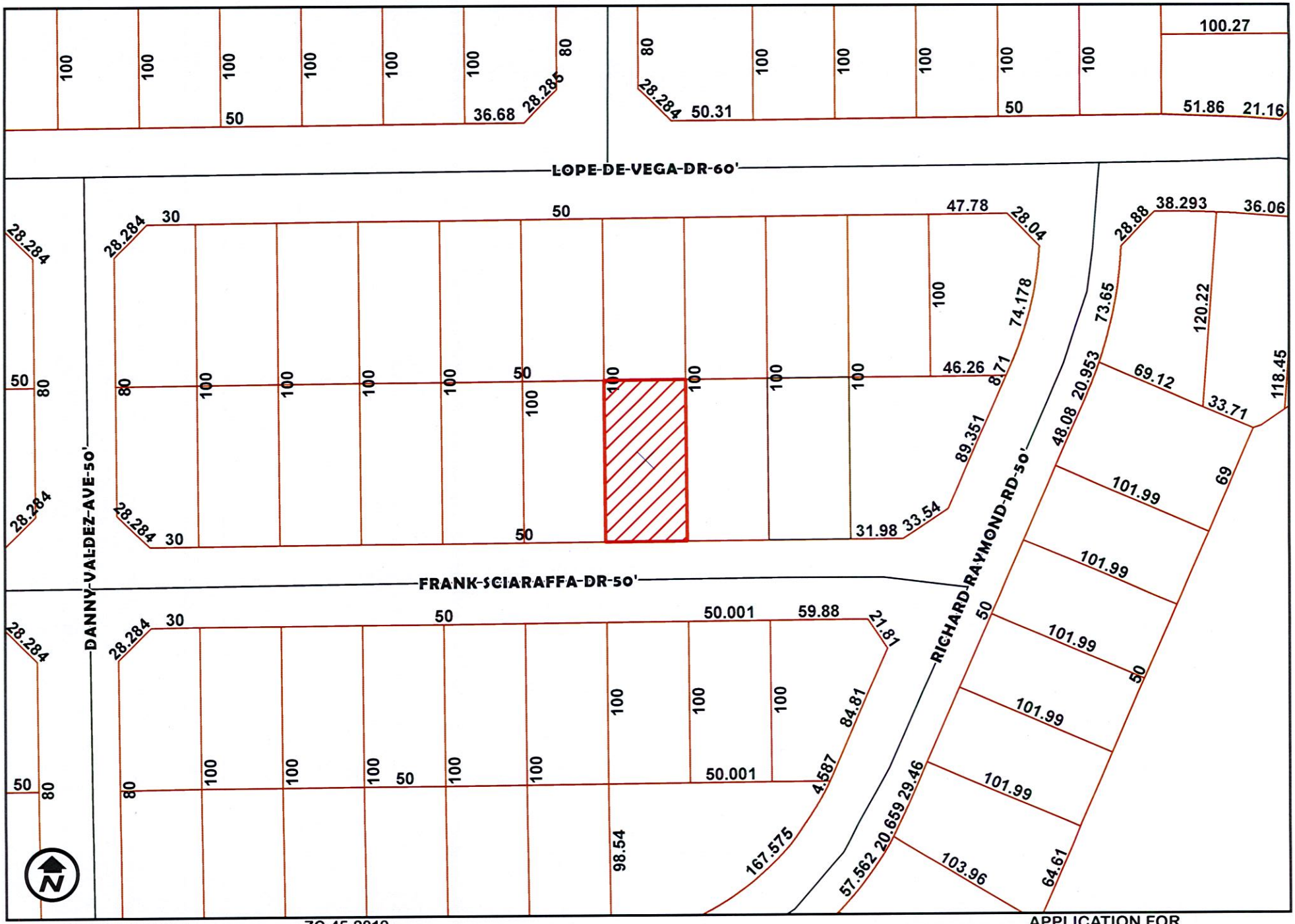


AERIAL MAP

1 inch = 75 feet

ZC-45-2019
COUNCIL DISTRICT 3
108 FRANK SCIARAFFA DRIVE

APPLICATION FOR
R1A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> R1-MH (SINGLE FAMILY MANUFACTURED HOUSING)



DIMENSIONS MAP

1 inch = 75 feet

ZC-45-2019

COUNCIL DISTRICT 3

108 FRANK SCIARAFFA DRIVE

APPLICATION FOR

R1A (SINGLE FAMILY REDUCED AREA DISTRICT)

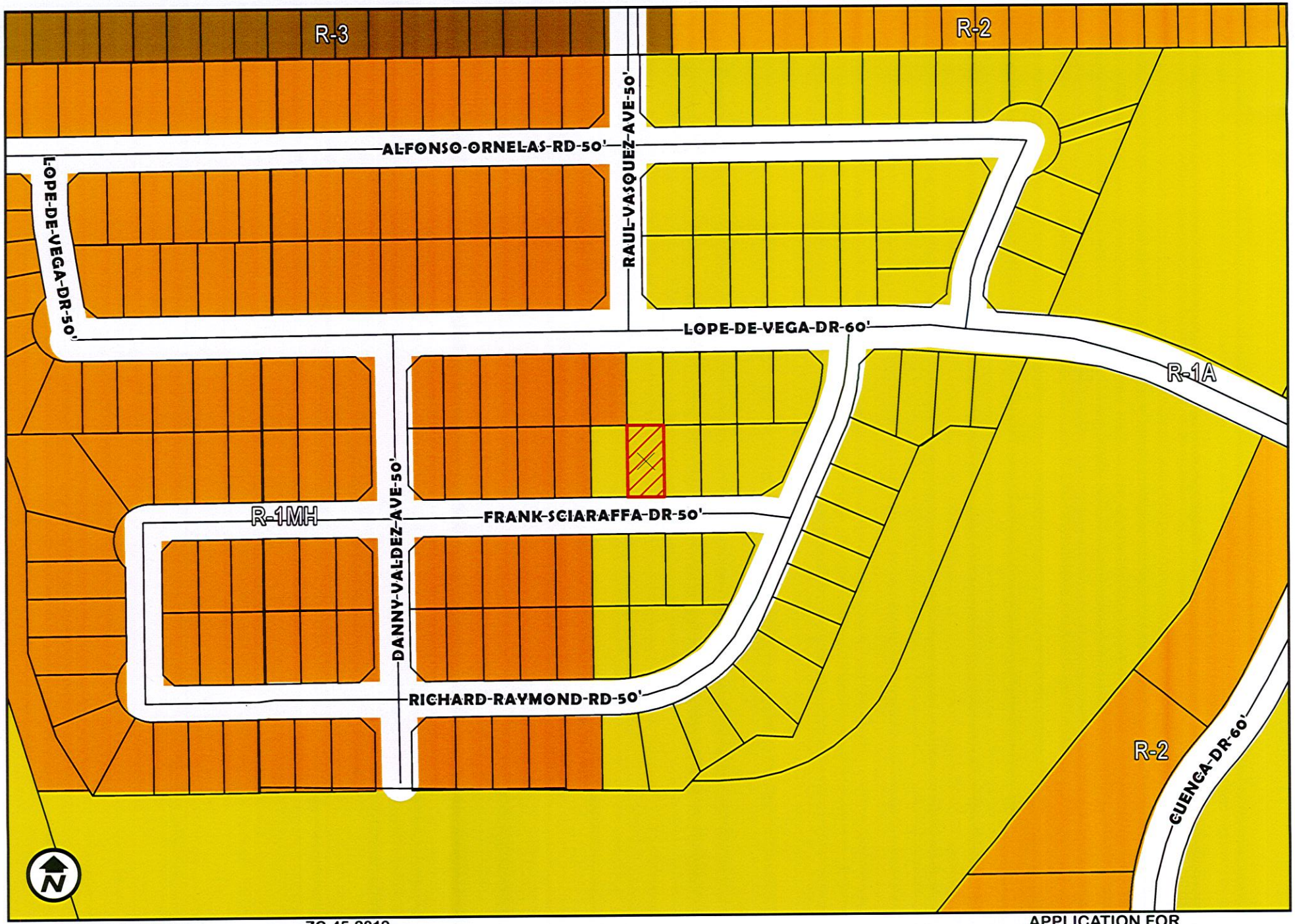
-> R1-MH (SINGLE FAMILY MANUFACTURED HOUSING)

ZONING MAP B&W

1 inch = 75 feet

ZC-45-2019
COUNCIL DISTRICT 3
108 FRANK SCIARAFFA DRIVE

APPLICATION FOR
R1A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> R1-MH (SINGLE FAMILY MANUFACTURED HOUSING)



ZONING OVERVIEW

1 inch = 167 feet

ZC-45-2019

COUNCIL DISTRICT 3

108 FRANK SCIARAFFA DRIVE

APPLICATION FOR

R1A (SINGLE FAMILY REDUCED AREA DISTRICT)

-> R1-MH (SINGLE FAMILY MANUFACTURED HOUSING)

200' NOTIFICATION

1 inch = 75 feet

ZC-45-2019
COUNCIL DISTRICT 3
108 FRANK SCIARAFFA DRIVE

APPLICATION FOR
R1A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> R1-MH (SINGLE FAMILY MANUFACTURED HOUSING)

FUTURE LANDUSE MAP

1 inch = 75 feet

ZC-45-2019

COUNCIL DISTRICT 3

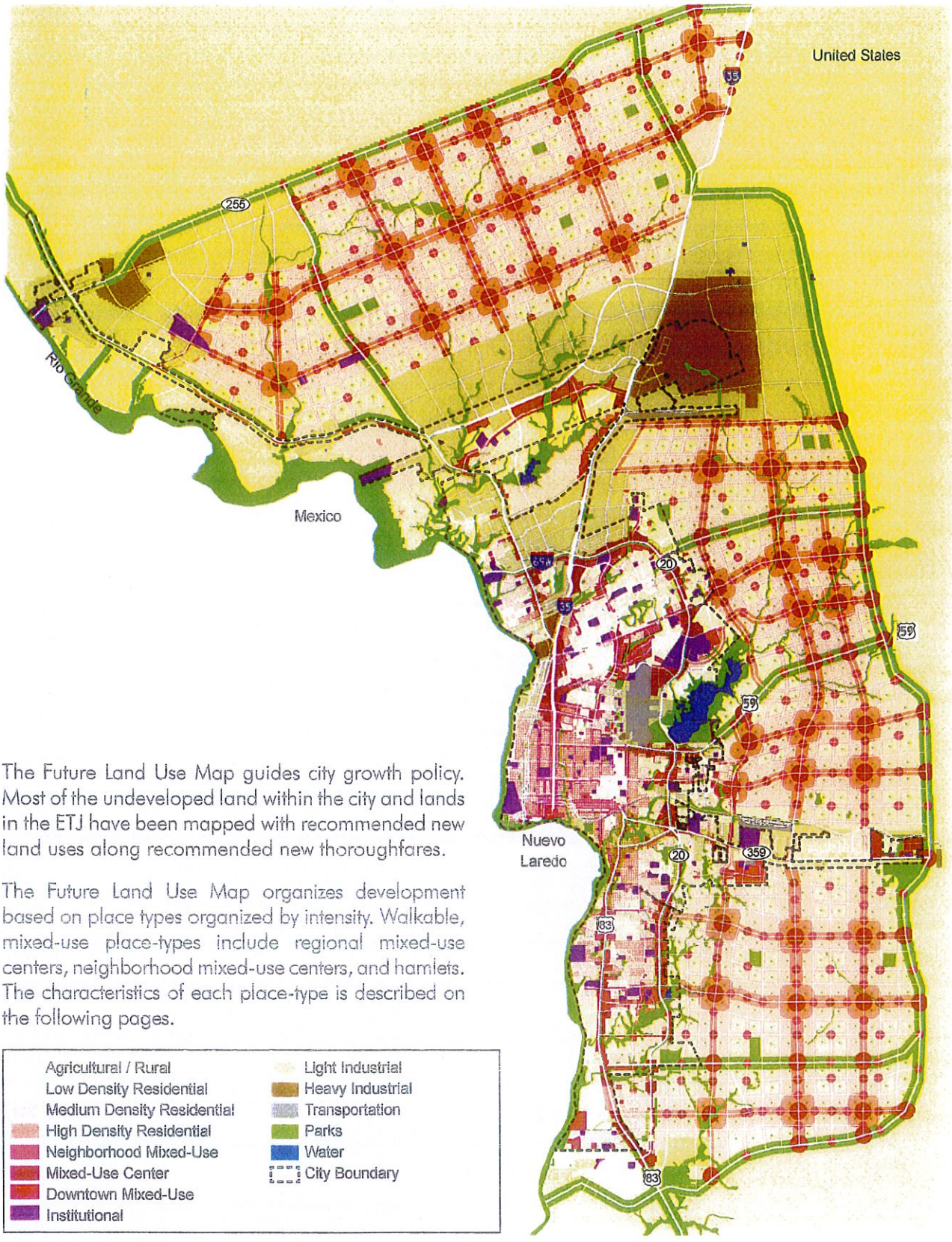
108 FRANK SCIARAFFA DRIVE

APPLICATION FOR

R1A (SINGLE FAMILY REDUCED AREA DISTRICT)

-> R1-MH (SINGLE FAMILY MANUFACTURED HOUSING)

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

Land Use Equivalents Chart

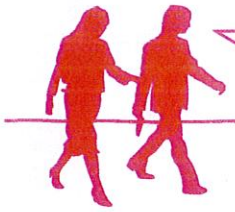
New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.
** Land uses allowed under a B4 are allowed with the exception of the following uses***:

Farms, General (Crops & Livestock)
Farms, General (Livestock/Ranch)
Bulk Grain And/Or Feed Storage
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.

Create incentives for job creation, economic development, and alternative land development options (higher and lower density).

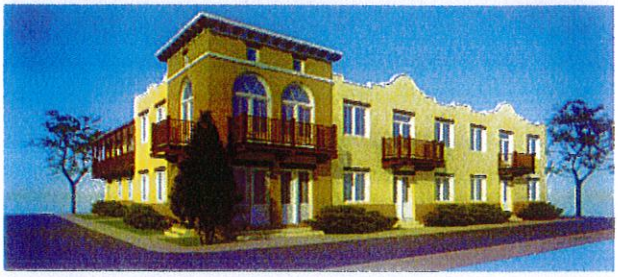
Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

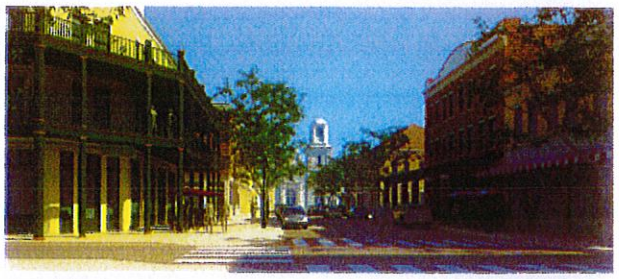
Low Density Residential



Medium Density Residential

High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

AERIAL MAP

1 inch = 75 feet

ZC-44-2019

COUNCIL DISTRICT 3

104 FRANK SCIARAFFA DRIVE

APPLICATION FOR

R1A (SINGLE FAMILY REDUCED AREA DISTRICT)

-> R1-MH (SINGLE FAMILY MANUFACTURED HOUSING)

ZC-45-2019
108 Frank Sciaraffa Dr.
R-1A to R-1MH

ZC-45-2019
108 Frank Sciaraffa Dr.
R-1A to R-1MH

ZC-45-2019
108 Frank Sciaraffa Dr.
R-1A to R-1MH

ZC-45-2019
108 Frank Sciaraffa Dr.
R-1A to R-1MH

Public Hearings (also Intro Ord) **12.**

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: James Kirby Snideman, Planning & Zoning Director

Initiated By: Community Development Institute Head Start/Patricia Perry, Owner/Applicant and Guillermo trevino, Representative

Staff Source: J. Kirby Snideman, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, 7 and 8, Block 1605, Eastern Division, located at 2701 Norton St., from R-2 (Multi-Family Residential District) to R-O (Residential/Office District); providing for publication and effective date.

The Planning and Zoning Commission recommended approval of the zone change, and staff supports the application.

ZC-46-2019
District II

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: II – The Honorable Vidal Rodriguez

Proposed use: Office Space

Site: Head Start Program, occupies the site. (The proposed site already housed a Head Start Program through Texas Migrant Council. Community Development Institute is the new entity that will continue with the head start program plus their own Regional Offices.)

Surrounding land uses: North, of the property there are single-family residences. East, abutting the property there are a multi-family complex and two mobile homes. South of the property, there are single-family residences and West of the property there are more single-family residences and a multi-family complex.

Comprehensive Plan: The Future Land Use Map recognizes this site as Medium Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan does not identify Norton St.

Letters sent to surrounding property owners: 45
In Favor: 0
Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 5 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change for the following reasons:

1. The proposed district is consistent with the Comprehensive Plan's designation for this property as Medium Density Residential; that includes R-O district.
2. The proposed use is compatible with the abutting residential uses in this area.
3. Aerial review indicates that the proposed site appears to accomplish the minimum Off-Street Parking & Loading Requirementsfor a higher more demanding zoning designation.

IMPACT ANALYSIS

R-O (Residential/Office District): The purpose of the R-O District (Limited Business District) is to allow a mix of residential and limited businesses and which would restrict the residential to not more than three dwellings on one site, and the businesses to office uses, and very limited commercial.

Is this change contrary to the established land use pattern?
Yes. The neighborhood is a mix of low-density, single-family residential area, and multi-family residential uses are immediate to the area.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes. The zoning in this area is overwhelmingly R-2 (Multi-Family Residential District). The proposed site already house an office use for the proposed use.

Will change adversely influence living conditions in the neighborhood?
No, any office use will limit the residential dwellings and could not have a negative impact on the area. Traffic and noise levels would most likely increase to levels acceptable for a residential neighborhood. The property has access to the site from Louisiana Ave.
Some uses permitted in the R-O district that could negatively impact the neighborhood, e.g. below.

*** Uses allowed in a R-O District that <u>are not allowed in R-2 zoning district</u> include the following:**

- Medical and Dental Clinics
- Fraternal Organization or Social Club
- Fellowships Halls
- Political Campaign Headquarters
- Credit Agency
- Insurance Agency Offices
- Real Estate Offices
- Offices (Professional)
- Medical Offices
- Dental Offices
- Bed and Breakfast
- Art Studio
- Diet Clinic

<u>(As per Section 24.63 Permitted Uses of Laredo Land Development Code Book).</u>

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the current R-2 district only allows for residential uses and does not allow for any commercial uses. The applicant wants to introduce an office use, which is allow in an R-O District.

Attachments

Ordinance 2019-O-

Section 24-77 Dimensional Standards R-O

Color Maps

Color Pictures

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 1, 2, 7 & 8, BLOCK 1605, EASTERN DIVISION, LOCATED AT 2701 NORTON ST., FROM R-2 (MULTI FAMILY RESIDENTIAL DISTRICT) TO R-O (RESIDENTIAL/OFFICE DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lots 1, 2, 7 & 8, Block 1605, Eastern Division, located at 2701 Norton St., from R-2 (Multi Family Residential District) to R-O (Residential/Office District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 20, 2019; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on August 5, 2019, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lots 1, 2, 7 & 8, Block 1605, Eastern Division, located at 2701 Norton St., from R-2 (Multi Family Residential District) to R-O (Residential/Office District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

SECTION 24-77
DIMENSIONAL STANDARDS
Section 24.77.1

Residential Districts													Non-Residential Districts									
AG	R-1	R-1A*	R-1MH (Manuf. Home)	R-1MH (Non-Man. Home)	R-2	R-3	RSM	RS	R-O	R-1B	Res. Lot of Record****		Reference Also	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
2½	2½	2	2	2	4	4	2½	2½	4	2	NA	Maximum Height (stories)		NA	3	1	NA	13	NA	NA	NA	NA
35	35	35	35	35	50	50	35	35	50	35	NA	Maximum Height (Feet)		NA	45	15	NA	160	NA	NA	NA	NA
35	20	20	10	20	20	20	30	30	20	20	10	Front Yard Setback	24.77.2	a*	25	30	a*	25	25	25	25	25
10	10	10	10	10	10	10	30	25	10	10	10	Side Yard Setback (corner)	24.77.10	a*	10	30	a*	10	20	10	10	10
5	5	5	5	5	5	5	10	10	5	5	5	Side Yard Setback (interior)	24.77.2	b*	b*	10	b*	b*	b*	b*	b*	b*
35	20	20	10	20	20	20	30	20	20	20	b*	Rear Yard Setback	24.77.2	b*	NA	20	b*	b*	d*	b*	b*	b*
												Minimum Lot Area										
15,000	6,000	4,500	4,500	4,500	4,600	5,520	NA	15,000	4,500	3,000	2,500	Single Family Residential		4,000	4,600	15,000	4,000	4,000				
					6,000	6,000			6000			Duplex		6,000	6,000		6,000	6,000				
					c*	c*	c*		c*			Multi-Family residential		c*	c*		c*	c*				
e*	e*	e*	e*	e*	e*	e*	e*	e*	e*		e*	Commercial		e*	e*	e*	e*	e*	10,000e*	9,000e*	30,000e*	NA
100	46	42	42	42	46	46	100	75	46	35	30	Minimum Lot Width**		46	46	100	46	46	100	65	100	
			100	100		120	100			85.72		Minimum Lot Depth										

KEY

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b*	Setbacks shall be ten feet (10'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
c*	The minimum lot area shall be 1,200 square feet per dwelling unit, plus 400 square feet for the second and each additional bedroom.
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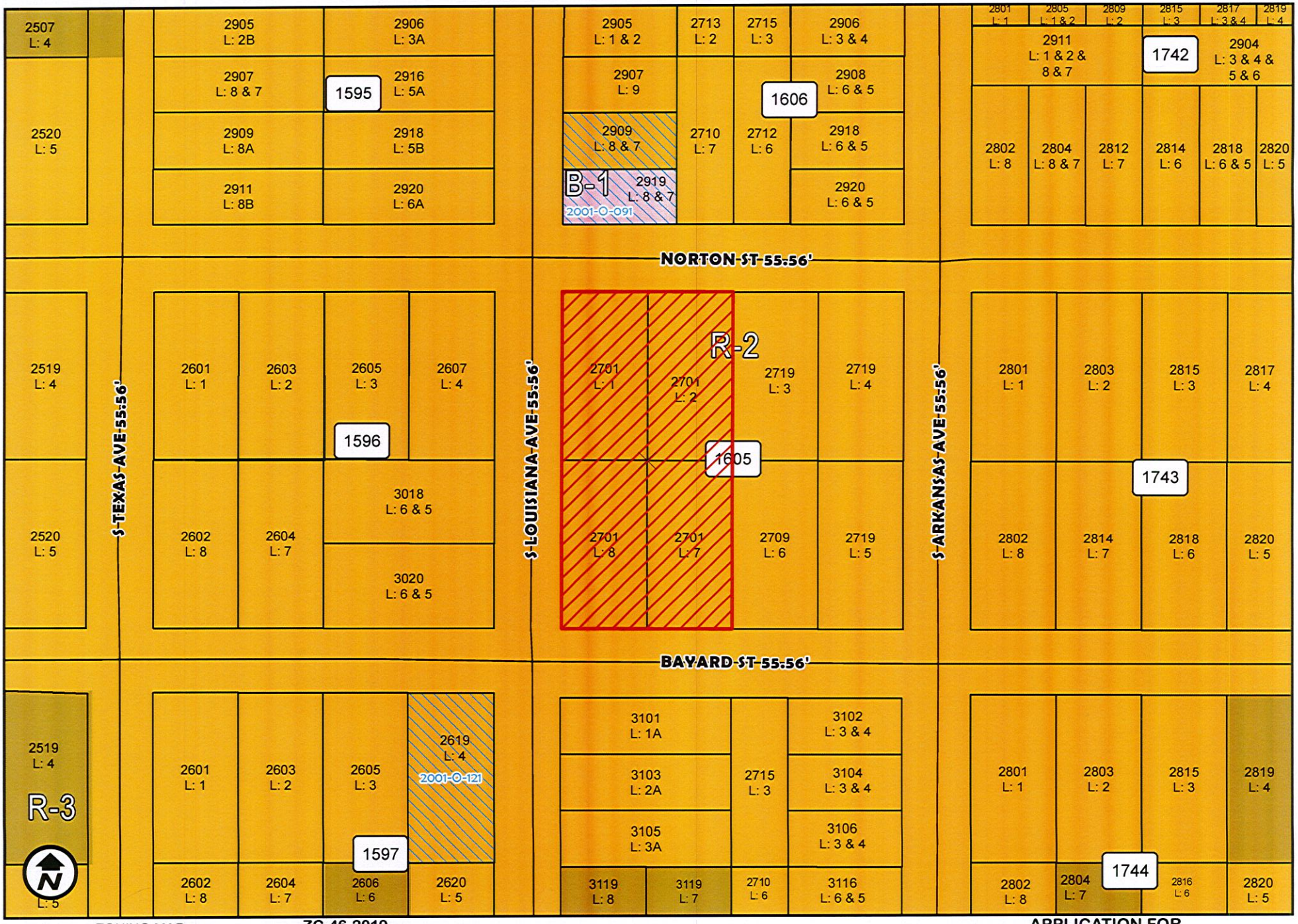
**	Lot Width measured at the building setback line.
****	Less than 5,000 square feet.

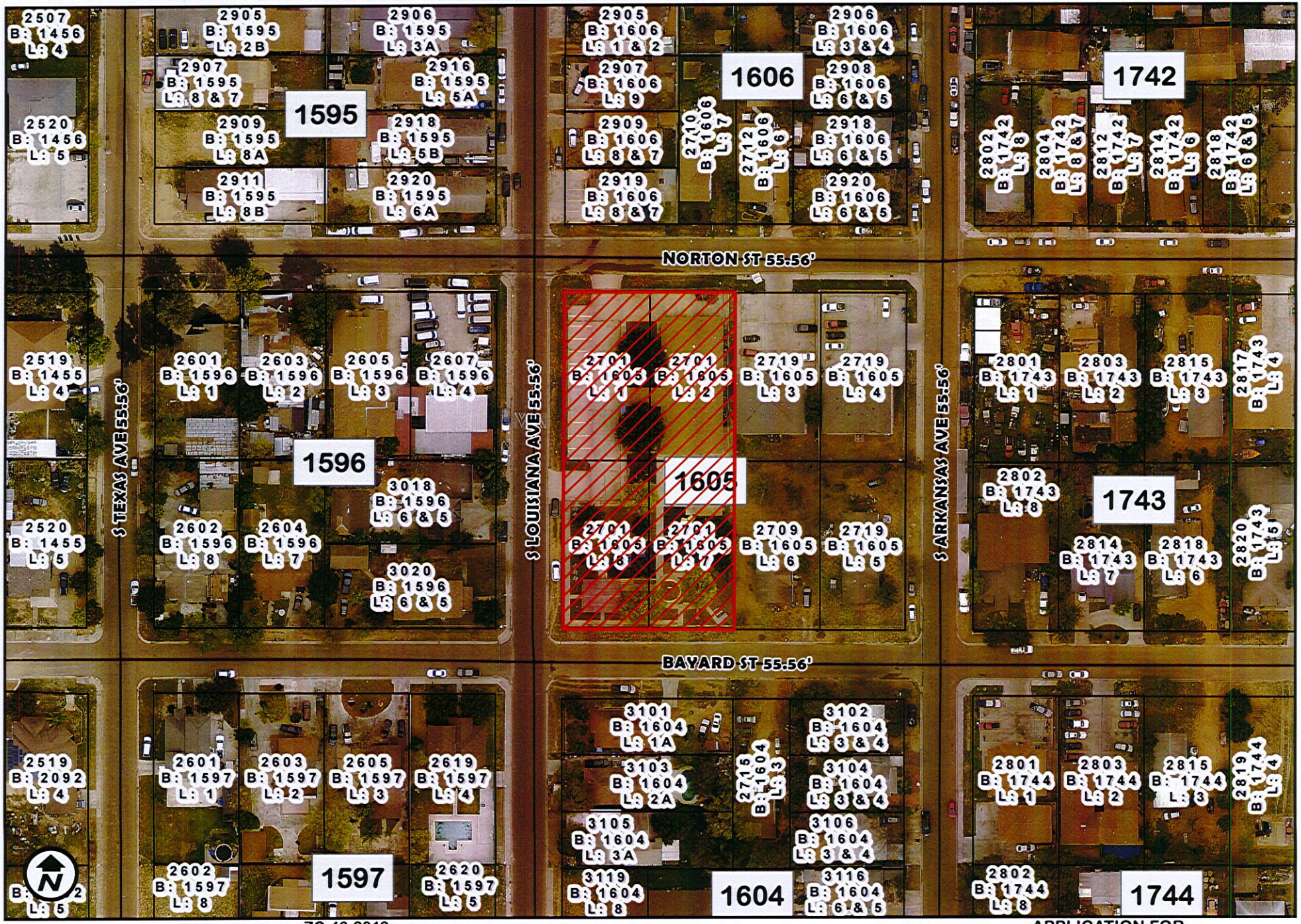


ZONING MAP

1 inch = 100 feet

ZC-46-2019
COUNCIL DISTRICT 2
2701 NORTON ST.

APPLICATION FOR
R2 (MULTI FAMILY RESIDENTIAL DISTRICT)
-> RO (RESIDENTIAL\OFFICE DISTRICT)

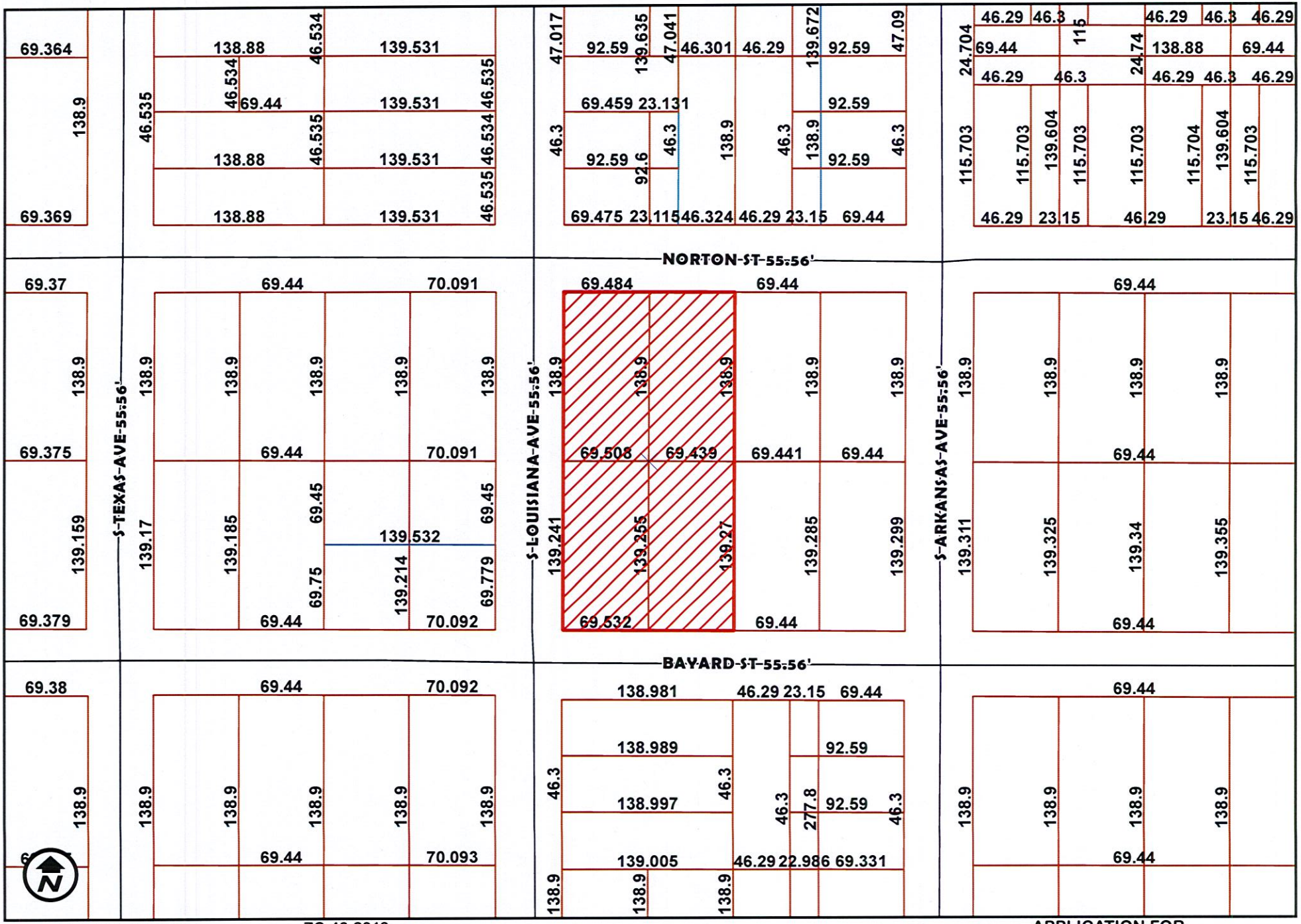


AERIAL MAP

1 inch = 100 feet

ZC-46-2019
COUNCIL DISTRICT 2
2701 NORTON ST.

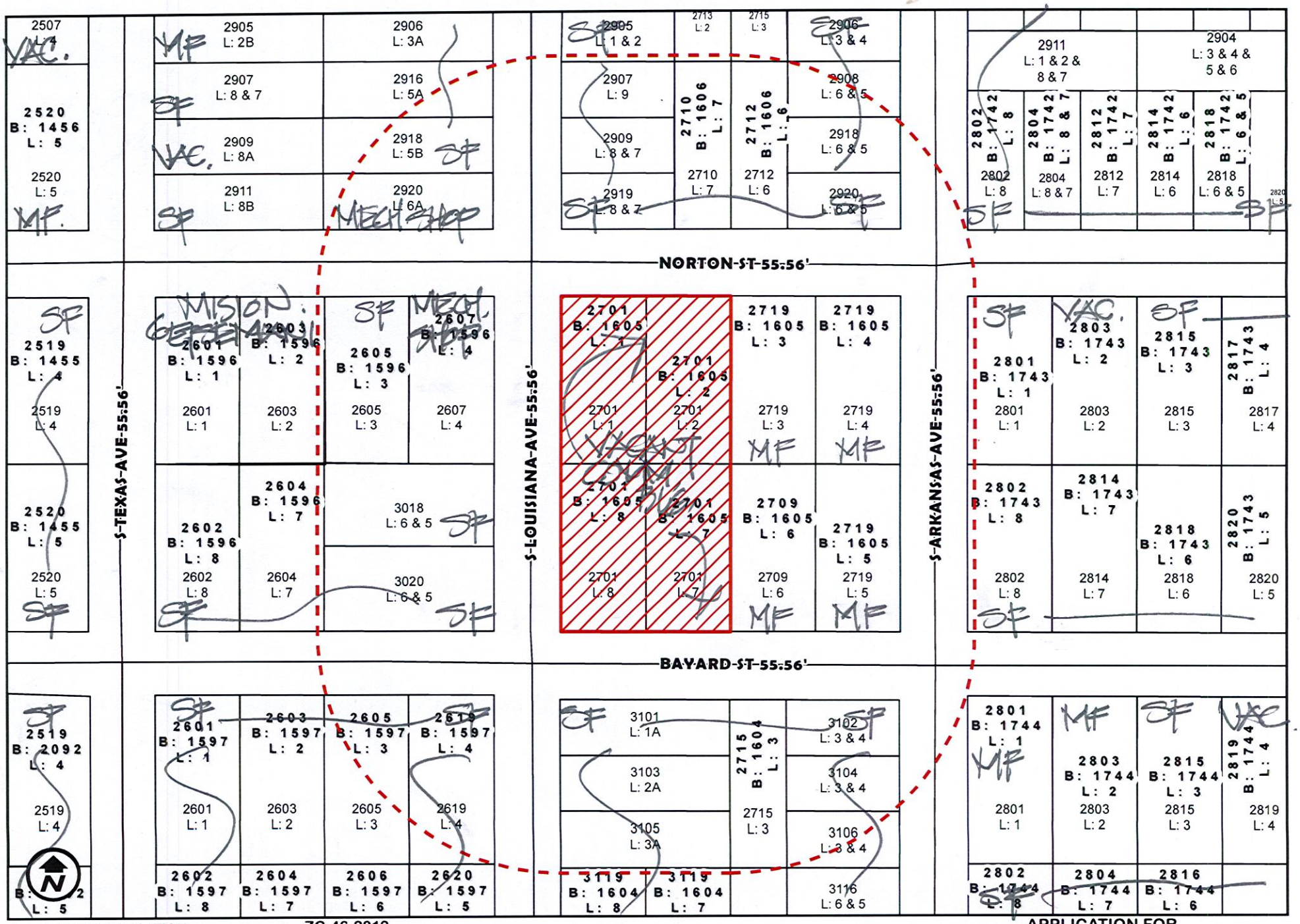
APPLICATION FOR
R2 (MULTI FAMILY RESIDENTIAL DISTRICT)
-> RO (RESIDENTIAL\OFFICE DISTRICT)



DIMENSIONS MAP
1 inch = 100 feet

ZC-46-2019
COUNCIL DISTRICT 2
2701 NORTON ST.

APPLICATION FOR
R2 (MULTI FAMILY RESIDENTIAL DISTRICT)
-> RO (RESIDENTIAL\OFFICE DISTRICT)

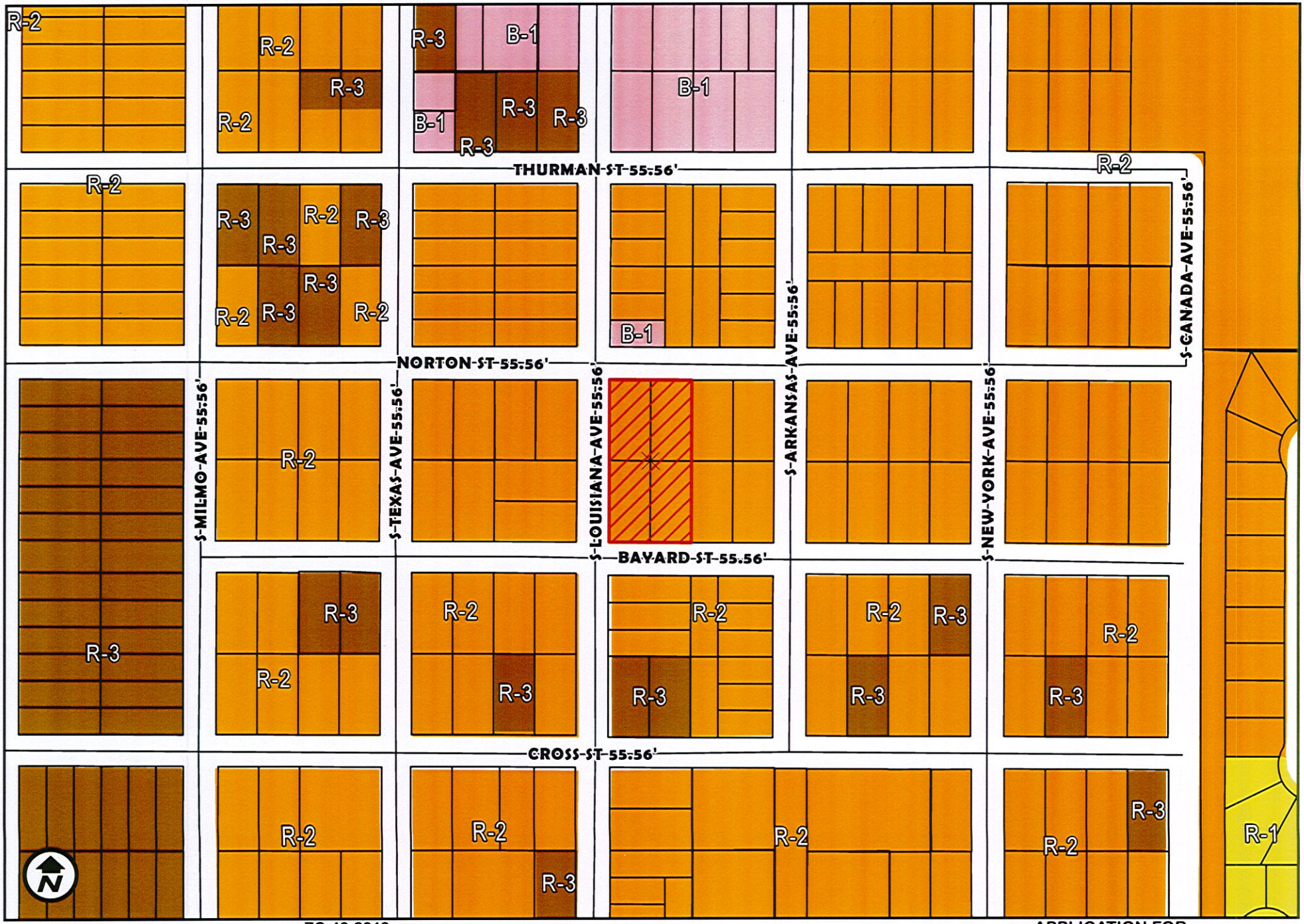


200' NOTIFICATION

1 inch = 100 feet

ZC-46-2019
COUNCIL DISTRICT 2
2701 NORTON ST.

APPLICATION FOR
R2 (MULTI FAMILY RESIDENTIAL DISTRICT)
-> RO (RESIDENTIAL\OFFICE DISTRICT)

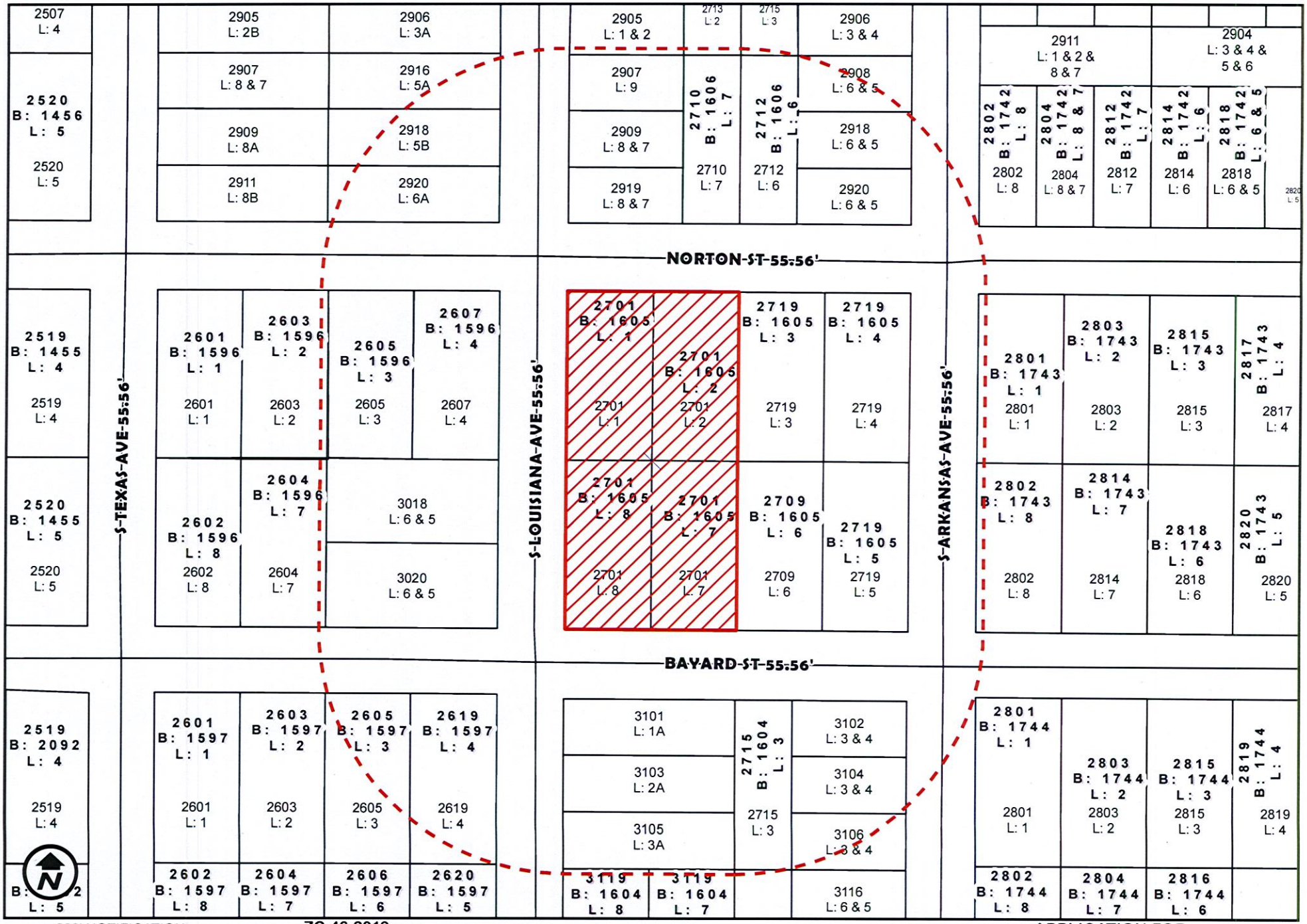


ZONING OVERVIEW

1 inch = 208 feet

ZC-46-2019
COUNCIL DISTRICT 2
2701 NORTON ST.

APPLICATION FOR
R2 (MULTI FAMILY RESIDENTIAL DISTRICT)
-> RO (RESIDENTIAL\OFFICE DISTRICT)



200' NOTIFICATION

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ZC-46-2019
COUNCIL DISTRICT 2
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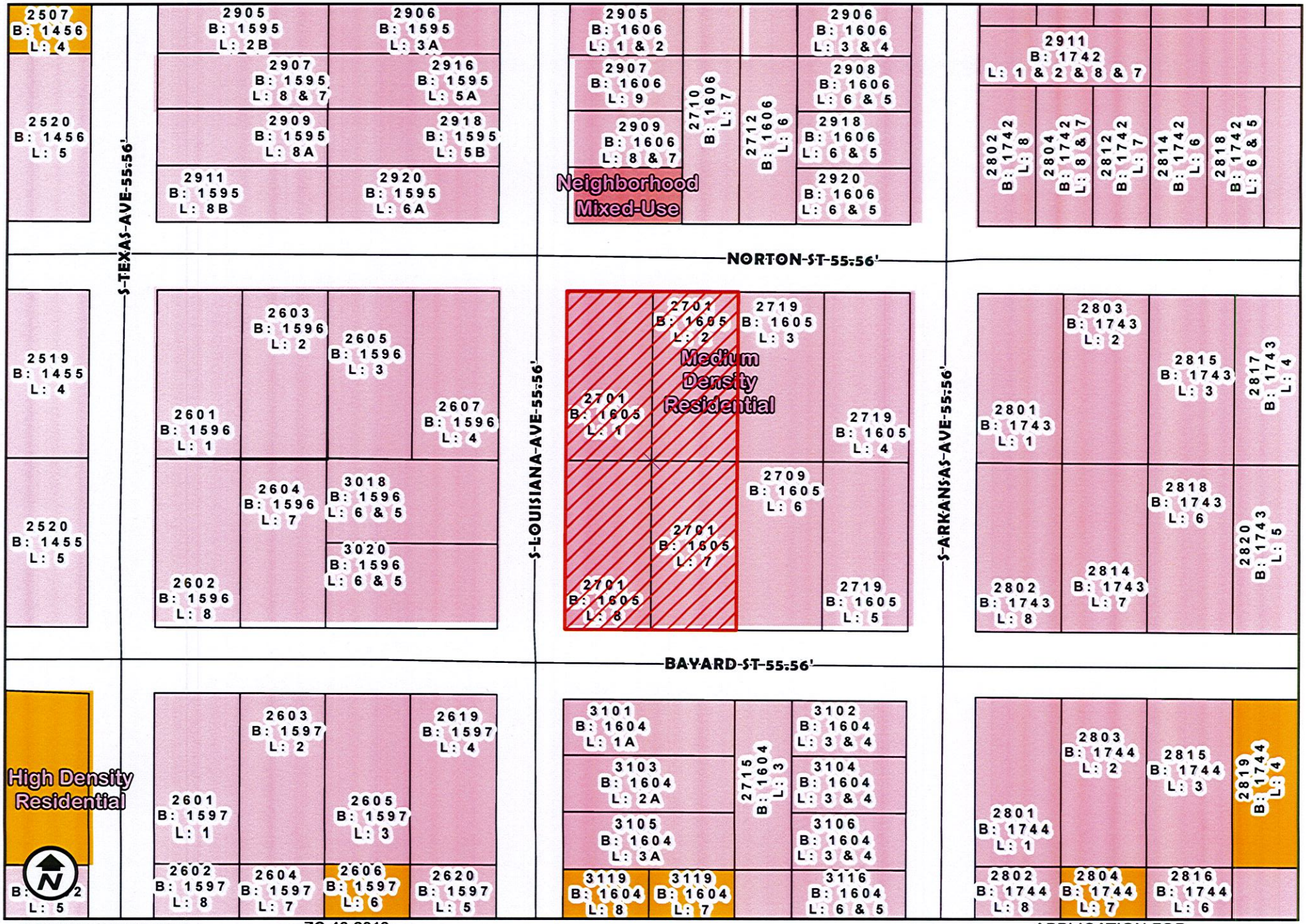
APPLICATION FOR
R2 (MULTI FAMILY RESIDENTIAL DISTRICT)
-> RO (RESIDENTIAL\OFFICE DISTRICT)



FUTURE LANDUSE MAP

1 inch = 100 feet

ZC-46-2019

COUNCIL DISTRICT 2

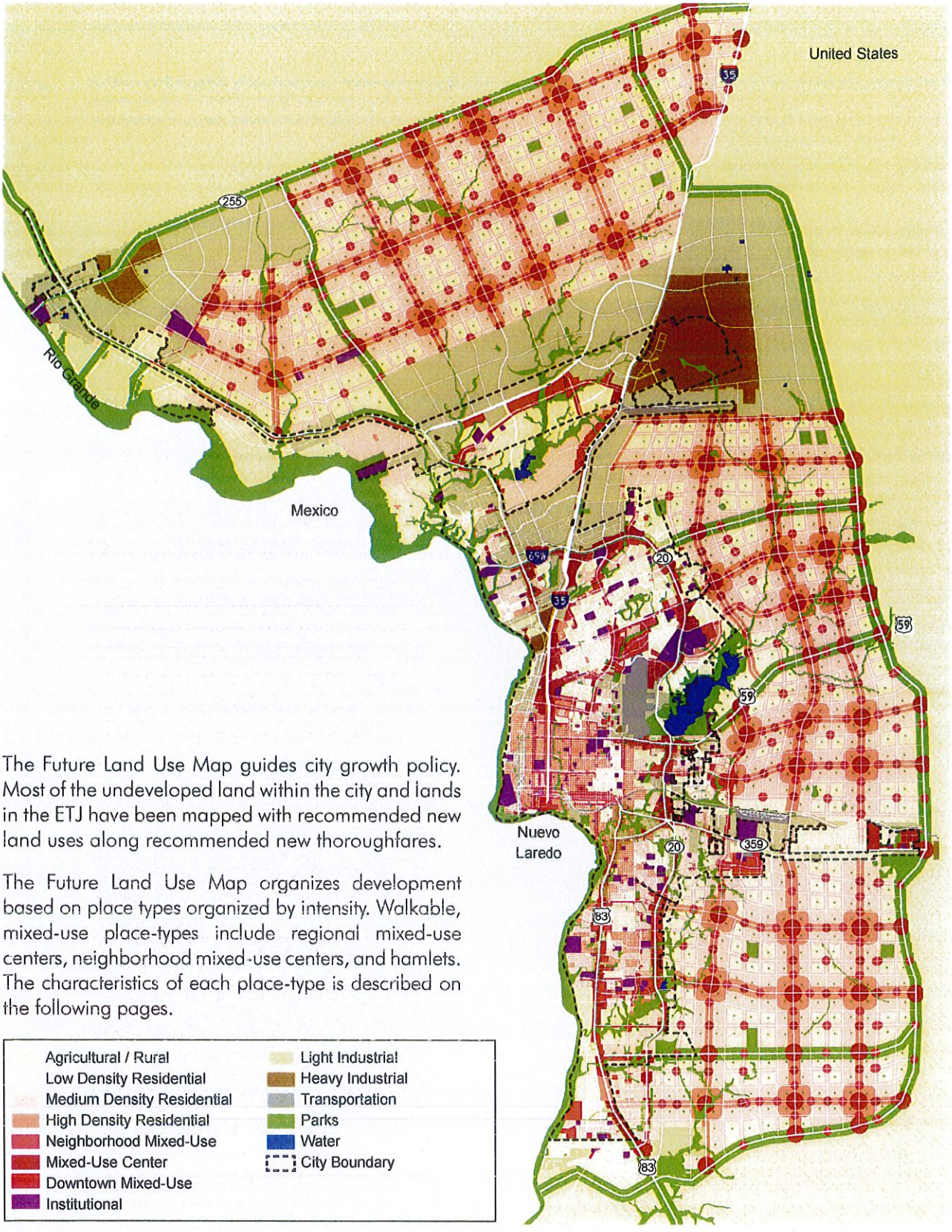
2701 NORTON ST.

APPLICATION FOR

R2 (MULTI FAMILY RESIDENTIAL DISTRICT)

-> RO (RESIDENTIAL\OFFICE DISTRICT)

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

- Agricultural / Rural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Mixed-Use
- Mixed-Use Center
- Downtown Mixed-Use
- Institutional
- Light Industrial
- Heavy Industrial
- Transportation
- Parks
- Water
- City Boundary

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
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Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
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Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
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Transportation	AH, AN
Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

- Farms, General (Crops & Livestock)
- Farms, General (Livestock/Ranch)
- Bulk Grain And/Or Feed Storage
- Veterinarian (Outdoor Animal Confinement)
- Stables (Private, Principle Use)
- Stables (Private, Accessory Use)
- Stables (Commercial)
- Auto Wrecker Service
- Inoperable Vehicle Holding Yard
- Jail
- Halfway House
- Scrap/Waste Recycle Collection
- Zoo
- Horse Training Facility
- Amusement Redemption Machine Establishment
- Auto Impound Yards
- Auto Salvage Yards
- Transit and Maintenance Vehicle Equipment Facility
- Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.

The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.

Create incentives for job creation, economic development, and alternative land development options (higher and lower density).

Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

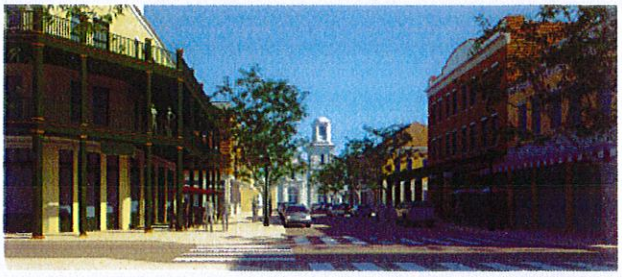
- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

Low Density Residential

Medium Density Residential

High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

ZC-46-2019
2701 Norton St.
R-2 to R-O

ZC-46-2019
2701 Norton St.
R-2 to R-O

ZC-46-2019
2701 Norton St.
R-2 to R-O

ZC-46-2019
2701 Norton St.
R-2 to R-O

Public Hearings (also Intro Ord) 13.

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: James Kirby Snideman, Planning & Zoning Director

Initiated By: Columbus Energy LLC/Will Ylitalo, Owner/Applicant, and Adalfo Campero, Jr. Representative

Staff Source: J. Kirby Snideman, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well), on approximately 2.87 acres out of Porcion 38, Abstract 472, T Sanchez Tract, located South of Obsidian Blvd. and East of US Hwy. 83, Frontage Rd; providing for publication and effective date.

The Planning and Zoning Commission recommended approval of the Special Use Permit, and staff supports the application.

ZC-47-2019
District I

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: I – The Honorable Rudy Gonzalez, Jr.

Proposed use: Oil and/or Gas Extraction and Production (plug/abandonment).

Site: Existing Gas Unit Rodriguez # 2, S of Obsidian Blvd and E of US Frontage Hwy. 83.

Surrounding land uses: North of the property there are vacant undeveloped land and a Multi-Family Complex. South and East of the property there are vacant undeveloped land. West of the property, there is US Hwy. 83.

Comprehensive Plan: The Future Land Use Map identifies this tract as Neighborhood Mixed-Use

Transportation Plan: The Long Range Thoroughfare Plan identifies US Hwy. 83 as

an Expressway

Letters sent to surrounding property owners: 4
In Favor: 0
Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 5 to 0 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION

Staff **supports** the proposed Special Use Permit.

STAFF COMMENTS

A Special Use Permit is used for those types of uses that warrant individual attention on a case, by case, basis and should not be categorized in a zoning district. A Special Use Permit is basically, an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for Oil and Gas Extraction & Production as per Section 24-73 to include but not limited to Section 24.73.16 Wells to be abandoned. The property is in a B-3 (Community Business District) zoning district.

Staff supports the issuance of the proposed Special Use Permit at this location for the following reason:

1. The intent of the SUP is to plug and abandon the well.

Should the Commission recommend approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to Columbus Energy LLC., and is non-transferable.
2. The Special Use Permit is restricted to site plan, Exhibit “A”, which is made part hereof for all purposes.
3. The Special Use Permit must abide by statements in letter, Exhibit B, which is made part hereof for all purposes.
4. The special use permit shall comply with all fire code requirements including the location and treatment of the premises.
5. The special use permit shall comply with all rules and regulations of the Laredo Land Development Code Section 24-73: Oil and Gas Extraction & Production Specific use Zoning Overlay District and Permit Requirements.
6. The special use permit shall be subject to an annual inspection.
7. Lighting and operations to plug/abandon the Gas Unit (well) shall be screened to

avoid adverse impact on adjacent residential neighborhoods.

8. All related operations to the plugging and abandonment of the existing well, shall be limited during the day to avoid adverse effect on the Residential neighborhood in the proximity of the area.

Attachments

Ordinance 2019-O-

Color Maps

Color pictures

Exhibit A

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR OIL AND/OR GAS EXTRACTION AND PRODUCTION (PLUG/ABANDONMENT OF WELL), ON APPROXIMATE 2.87 ACRES OUT OF PORCION 38, ABSTRACT 472, T. SANCHEZ TRACT, LOCATED AT SOUTH OF OBSIDIAN BLVD., AND EAST OF US HWY. 83, FRONTAGE ROAD; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for Oil and/or Gas Extraction and Production (Plug/Abandonment of a Well), on approximate 2.87 acres out of Porcion 38, Abstract 472, T. Sanchez Tract, located at South of Obsidian Blvd. and East of US Hwy. 83, Frontage Road; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 20, 2019; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Special Use Permit; and,

WHEREAS, notice of the Special Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on August 5, 2019, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit for Oil and/or Gas Extraction and Production (Plug/Abandonment of a Well), on approximate 2.87 acres out of Porcion 38, Abstract 472, T. Sanchez Tract, located at South of Obsidian Blvd. and East of US Hwy. 83, Frontage Road;

Section 2: The Special Use Permit is further restricted to the following provision here with adopted by the City Council:

1. The Special Use Permit is issued to Columbus Energy LLC, and is non-transferable.

2. The Special Use Permit is restricted to the specific location as per site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit must abide by statements in letter, Exhibit "B", which is made part hereof for all purposes.
4. The Special Use Permit shall comply with fire code requirements including the location and treatment of the premises.
5. The Special Use Permit shall comply with all rules and regulations of the Laredo Land Development Code Book Section 24-73: Oil and Gas Extraction and Production Specific use Zoning Overlay District and Permit Requirements.
6. The Special Use Permit shall be subject to an annual inspection.
7. Lighting and operations to plug/abandon the Gas Unit (Well) shall be screened to avoid adverse impact on adjacent residential neighborhoods.
8. All related operations to the plugging and abandonment of the existing well, shall be limited during the day to avoid adverse effect on the Residential neighborhood in the proximity of the area.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:,

A. A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:
   1. Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set in the Special Use Permit as approved by the City Council.

B. The activity authorized by the Special Use Permit commences prior to the institution of all conditions imposed by the Special Use Permit.

C. The use for which the special use for a period of six (6) consecutive months of the effective date of the Special Use Permit.
   1. An extension of up to six months may be granted, for good cause shown, by the Building Development Services Director upon petition of the SUP holder.

D. The use of which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten

days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Special Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of Special Use Permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Special Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____

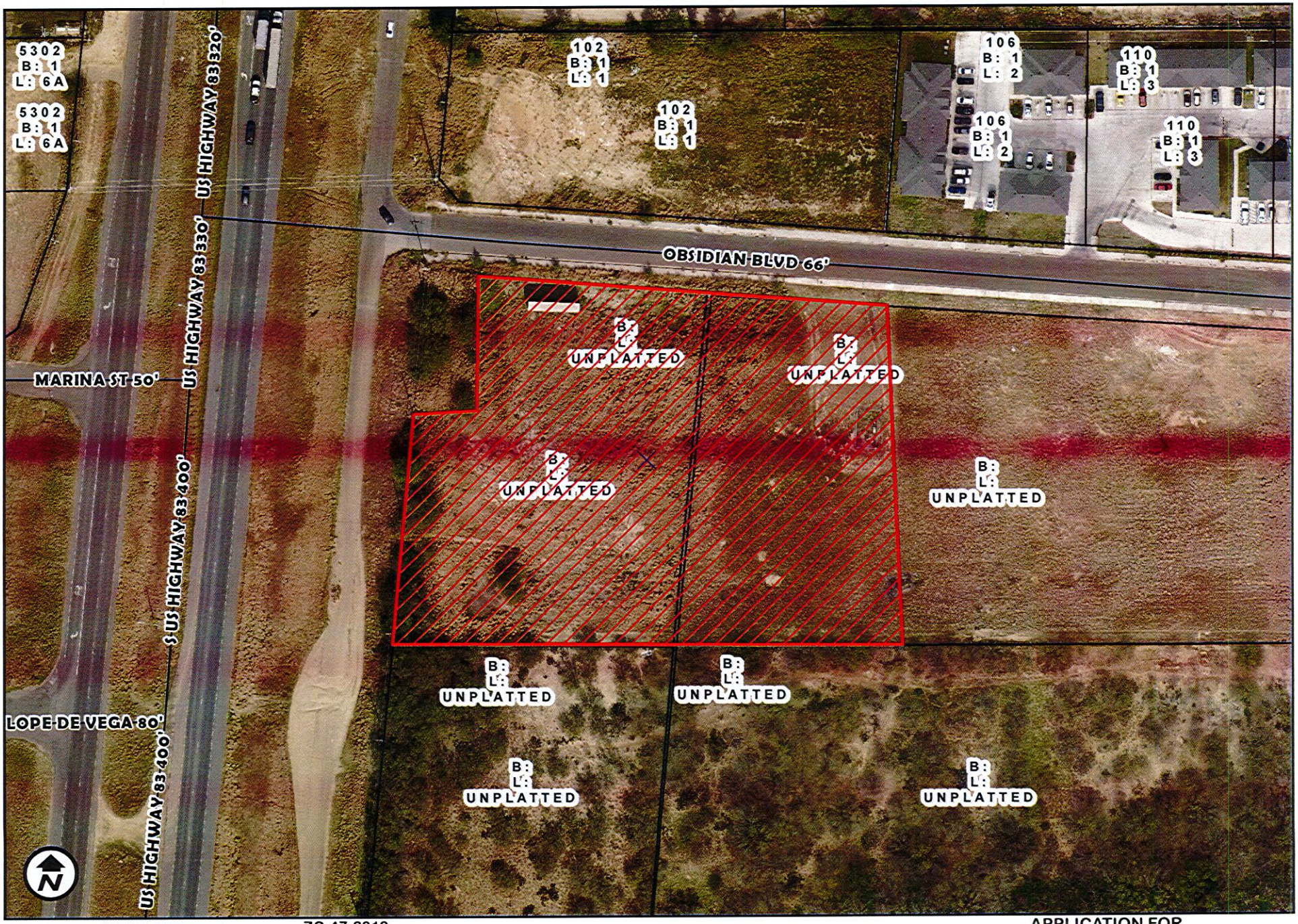
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

CONNECTEXPLORER

map: Auto (Oblique) | Dates: All | image 1 of 60 | 12/31/2018

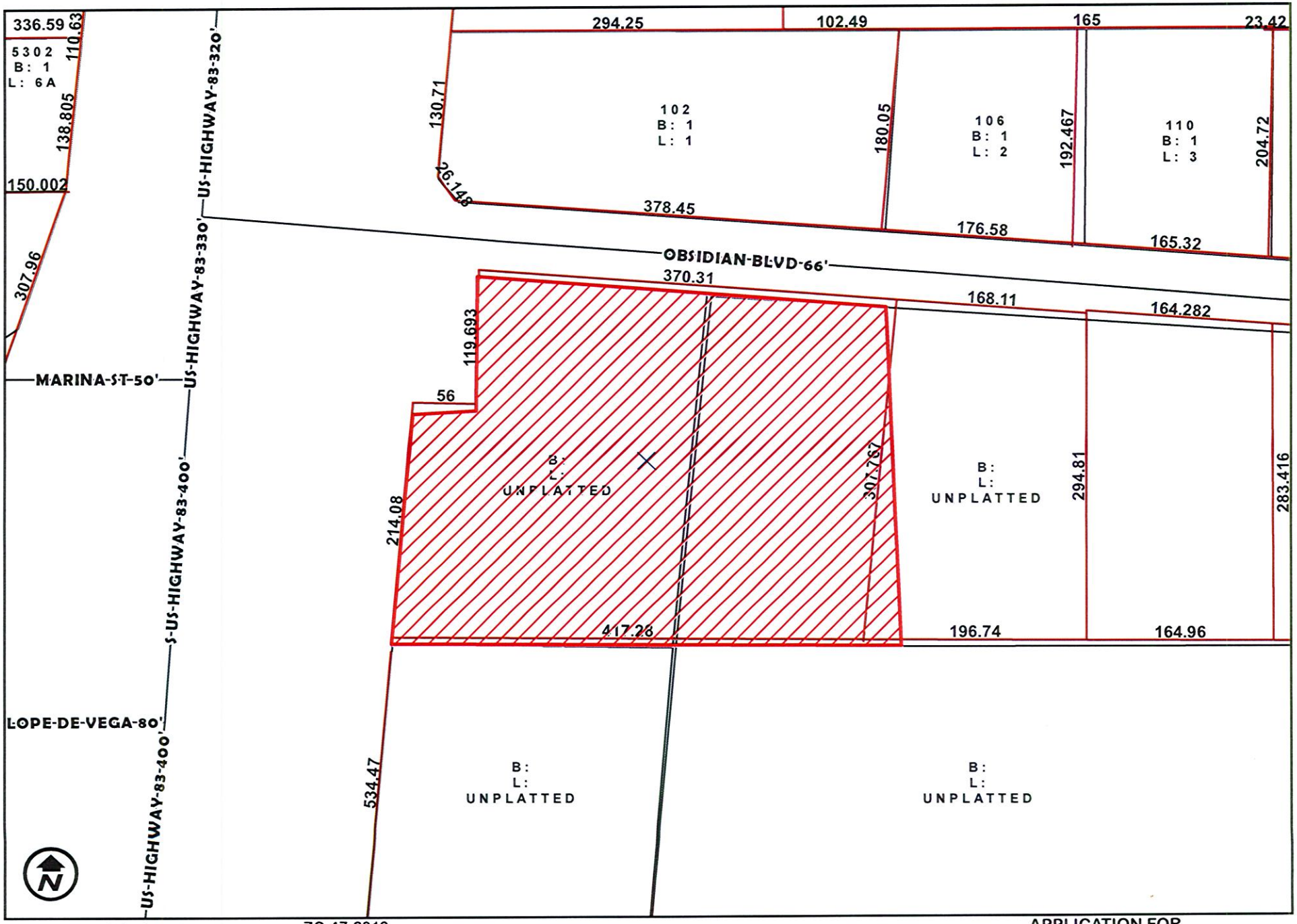


AERIAL MAP

1 inch = 108 feet

ZC-47-2019
COUNCIL DISTRICT 1
RODRIGUEZ GAS UNIT #2-API: 4247935883

APPLICATION FOR
GAS WELL
-> SUP(PLUG AND ABANDON)



DIMENSIONS MAP

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ZC-47-2019

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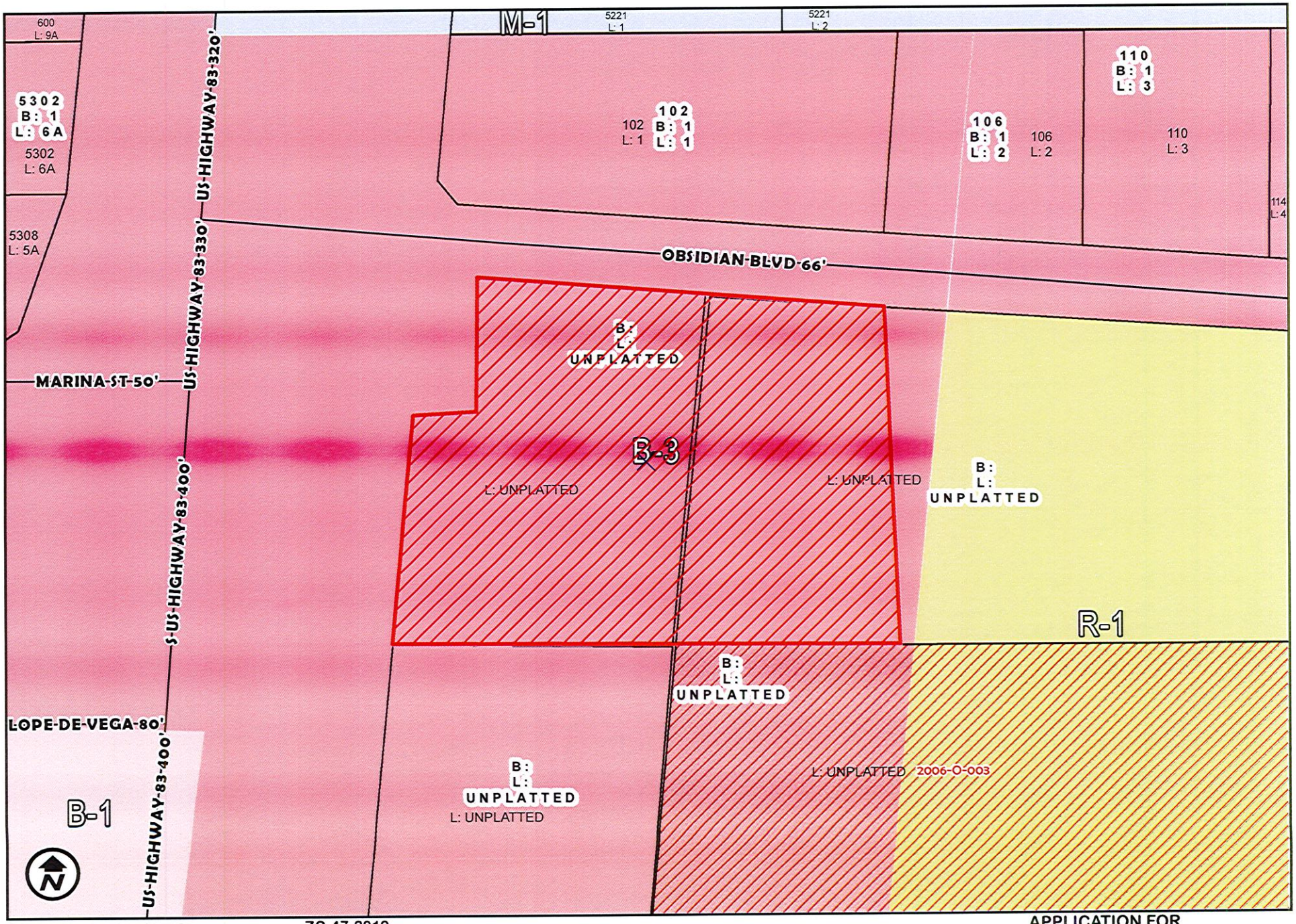

ZONING MAP

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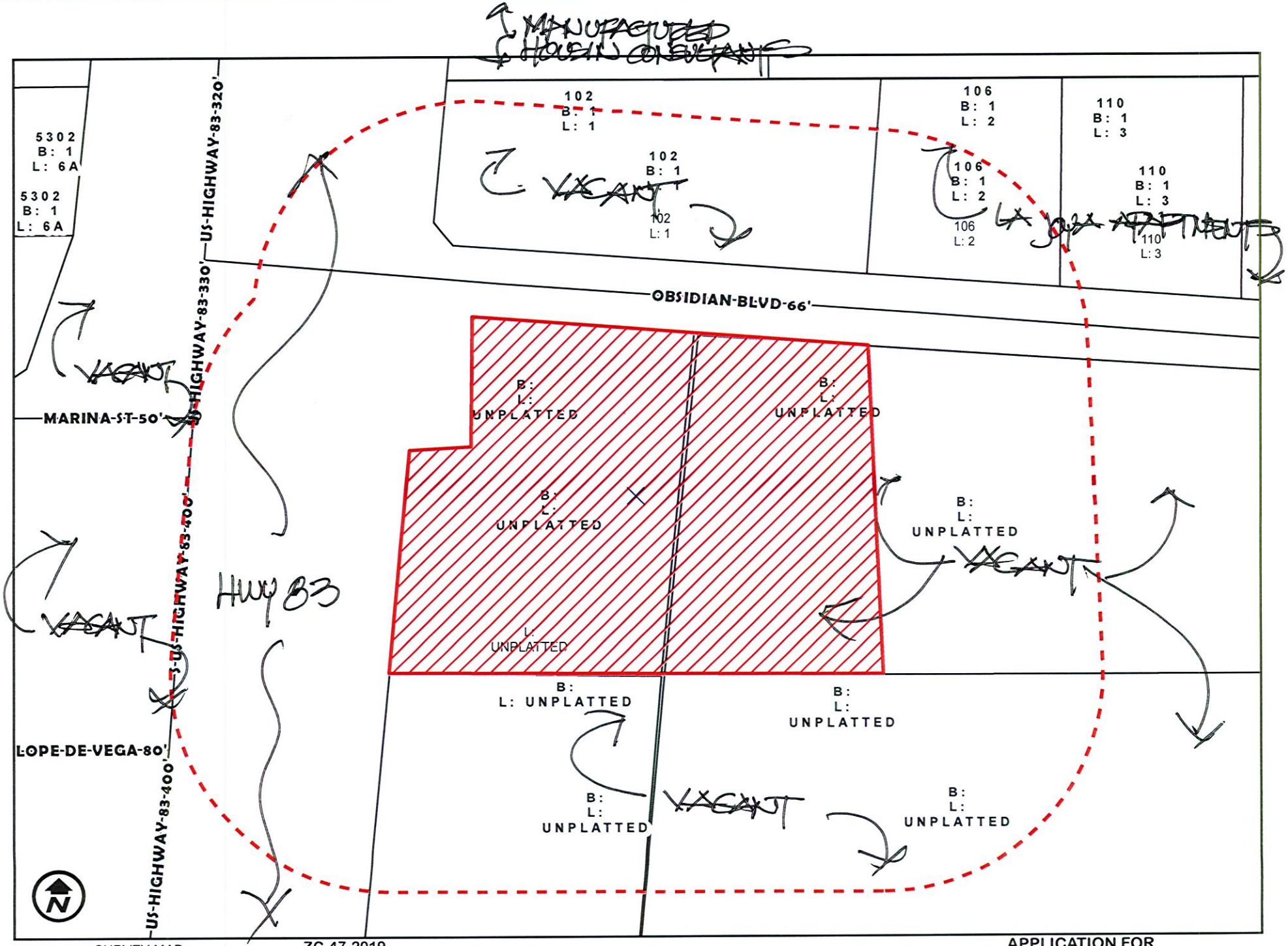

SURVEY MAP

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ZC-47-2019

COUNCIL DISTRICT 1

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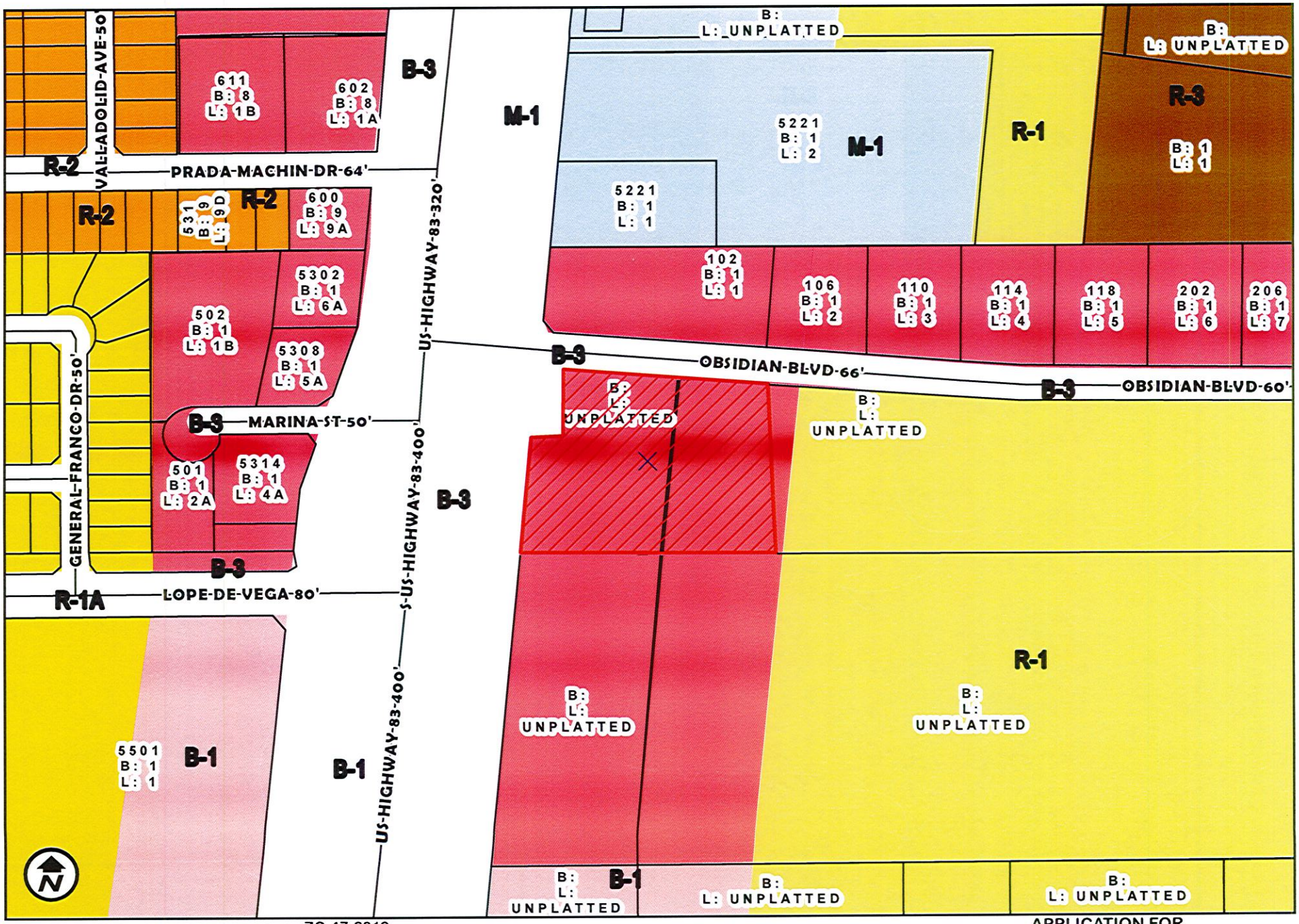
APPLICATION FOR GAS WELL

-> SUP(PLUG AND ABANDON)



ZONING OVERVIEW

1 inch = 217 feet

ZC-47-2019

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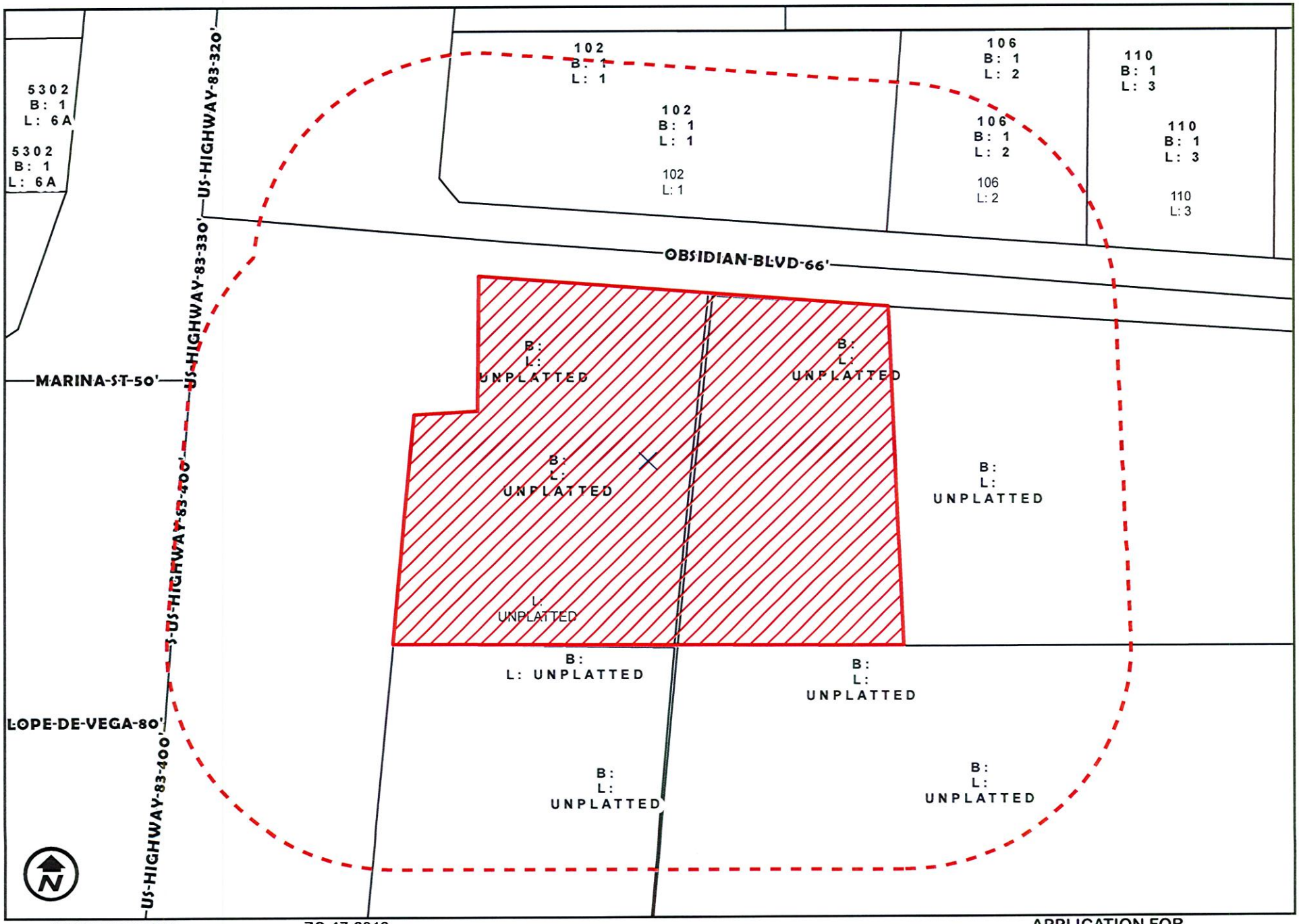

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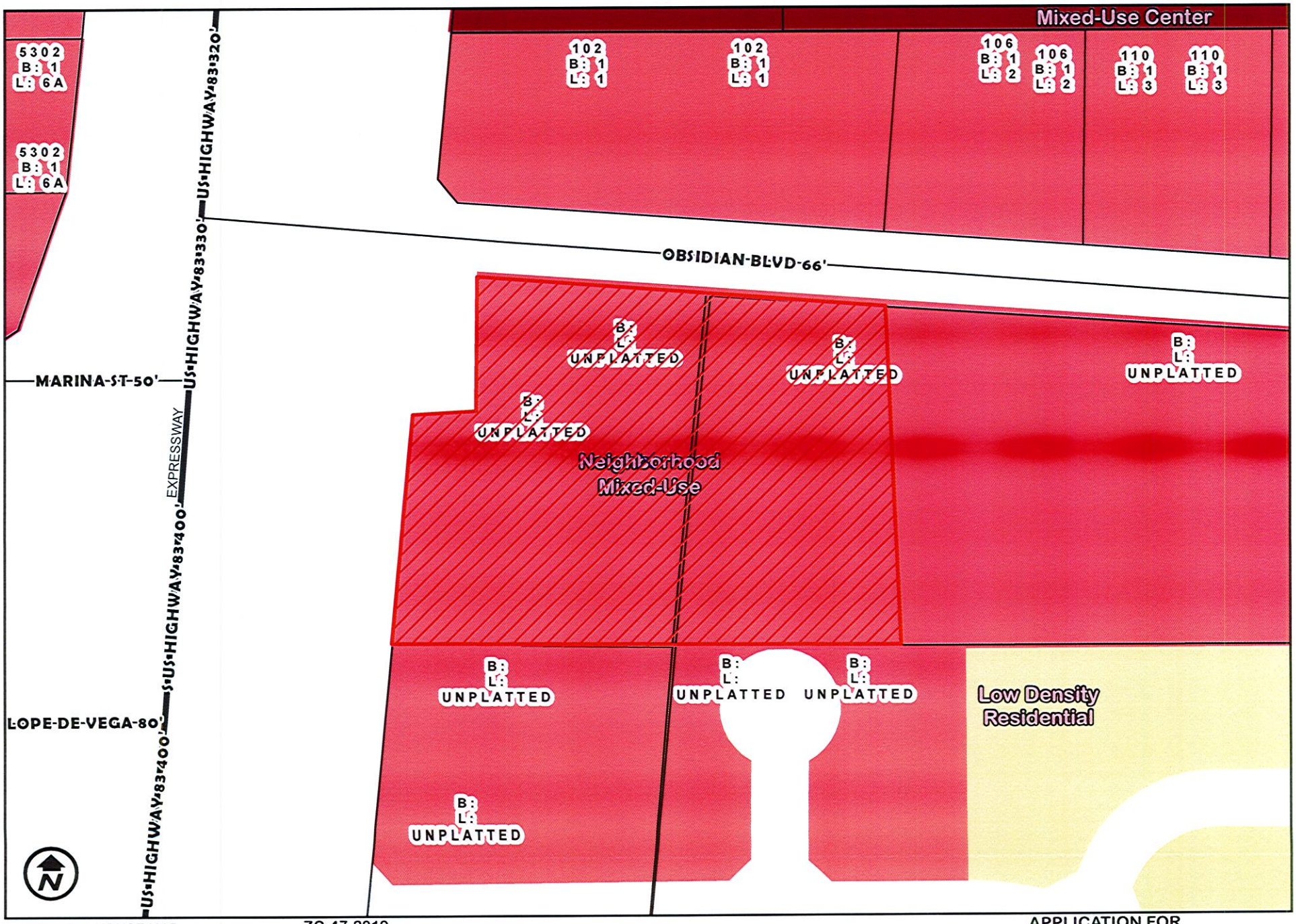

FUTURE LANDUSE MAP

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ZC-47-2019

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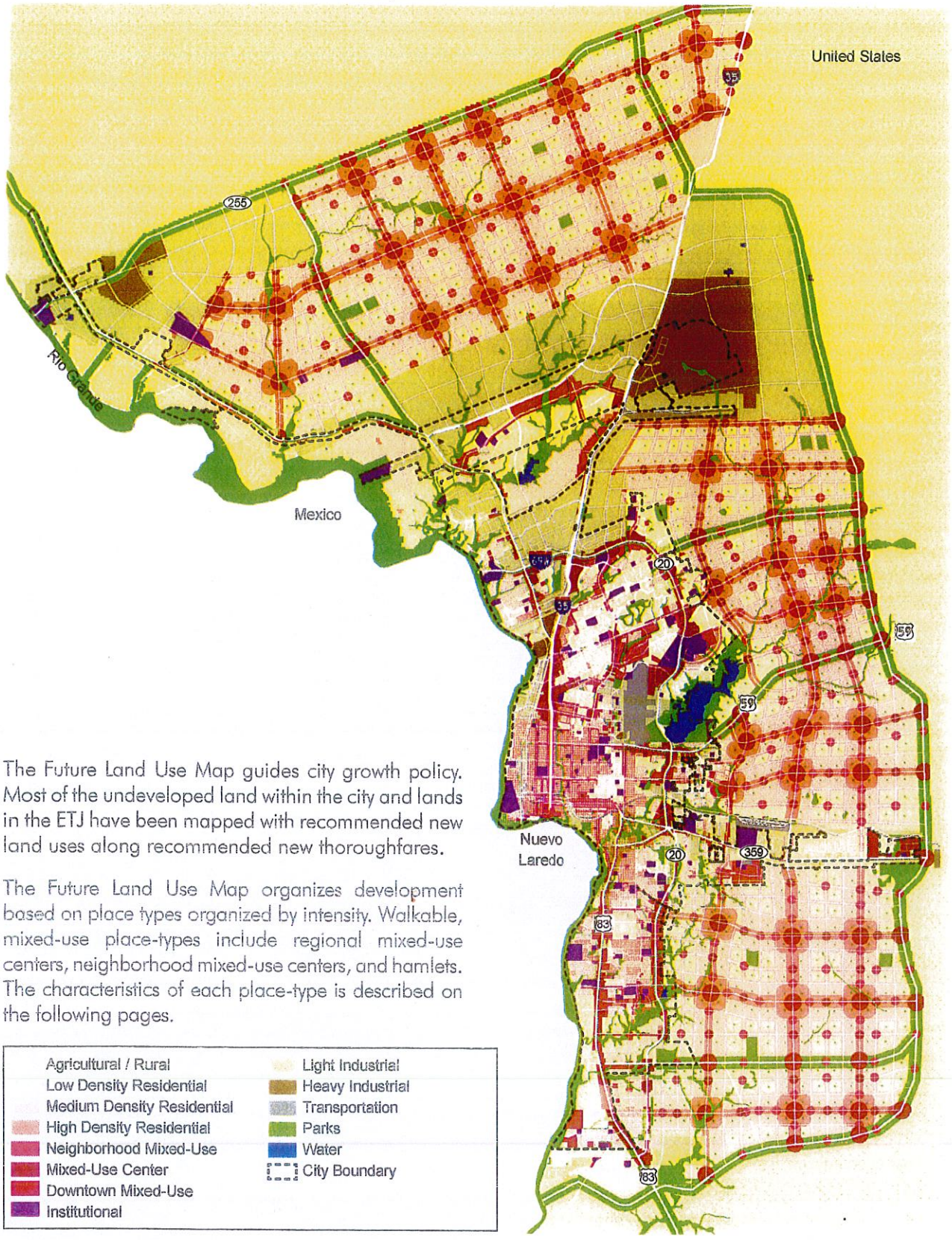
Future Land Use Map



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Parks	

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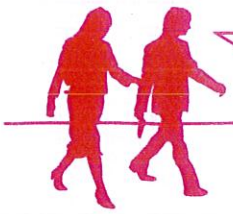
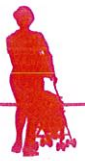
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.



Create incentives for job creation, economic development, and alternative land development options (higher and lower density).

Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

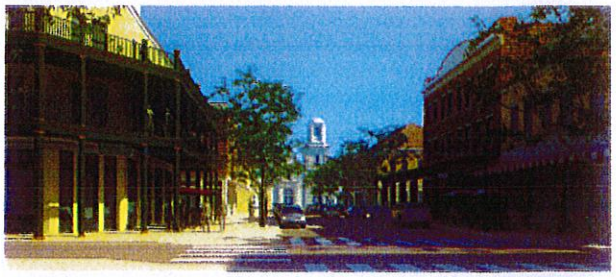
- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

Low Density Residential

Medium Density Residential

High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

ZC-47-2019
2.87 acres
South of Obsidian East of US Hwy. 83
B-3 to SUP for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well)
Gas Unit Rodriguez # 2

ZC-47-2019
2.87 acres
South of Obsidian East of US Hwy. 83
B-3 to SUP for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well)
Gas Unit Rodriguez # 2

ZC-47-2019
2.87 acres
South of Obsidian East of US Hwy. 83
B-3 to SUP for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well)
Gas Unit Rodriguez # 2

ZC-47-2019
2.87 acres
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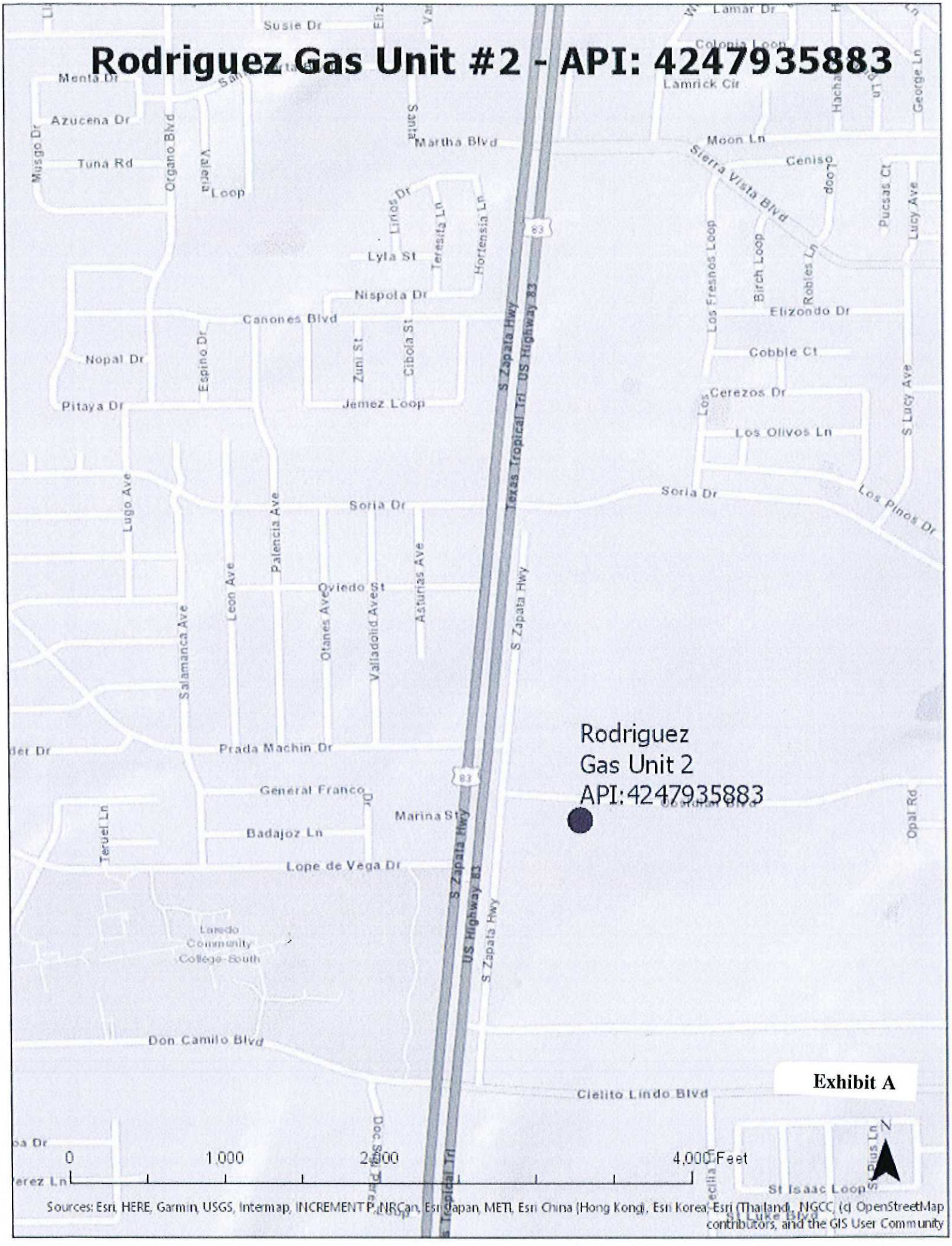
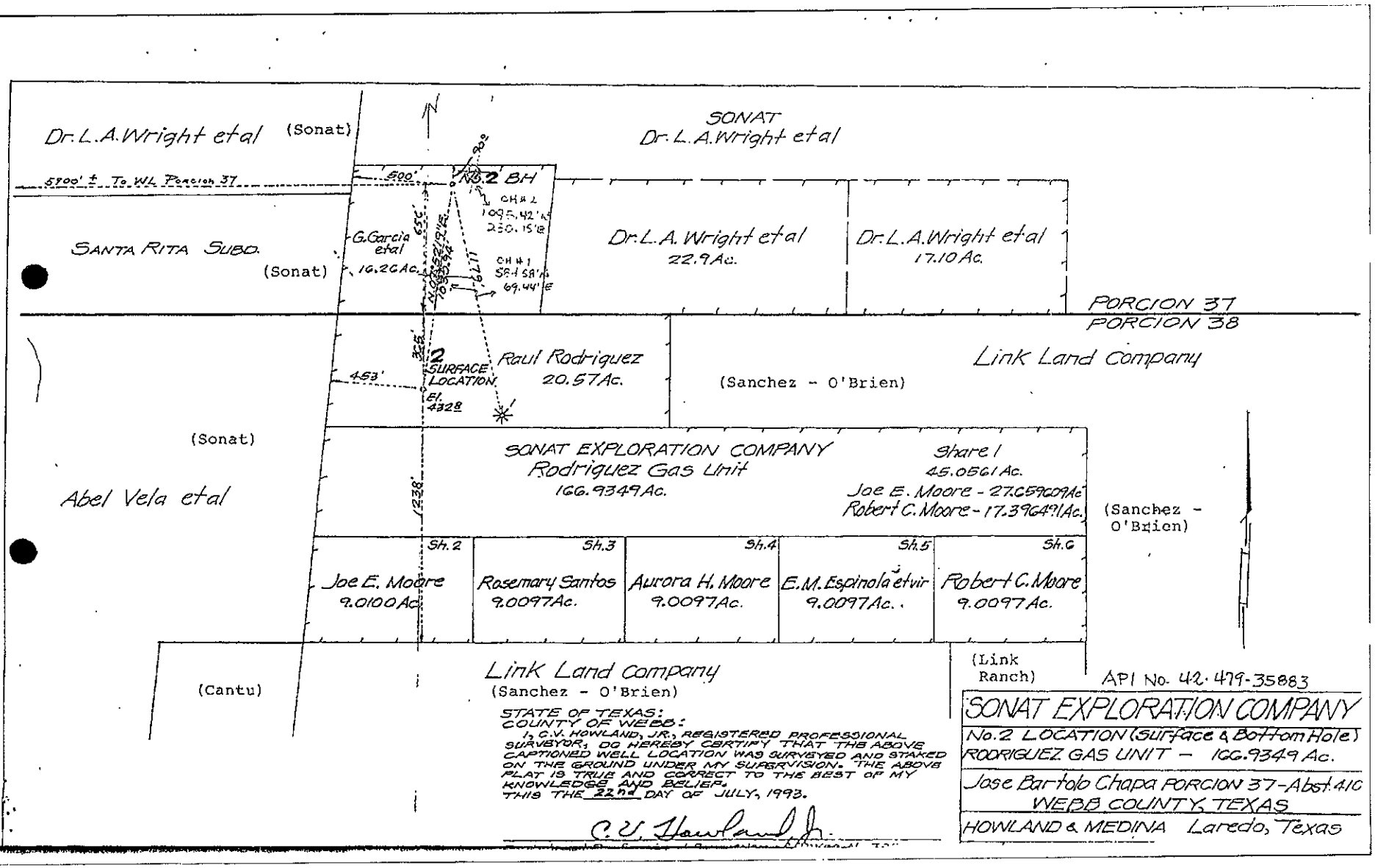
B-3 to SUP for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well)
Gas Unit Rodriguez # 2

ZC-47-2019
2.87 acres
South of Obsidian East of US Hwy. 83
B-3 to SUP for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well)
Gas Unit Rodriguez # 2

Rodriguez Gas Unit #2 - API: 4247935883





STATE OF TEXAS:
COUNTY OF WEBB:

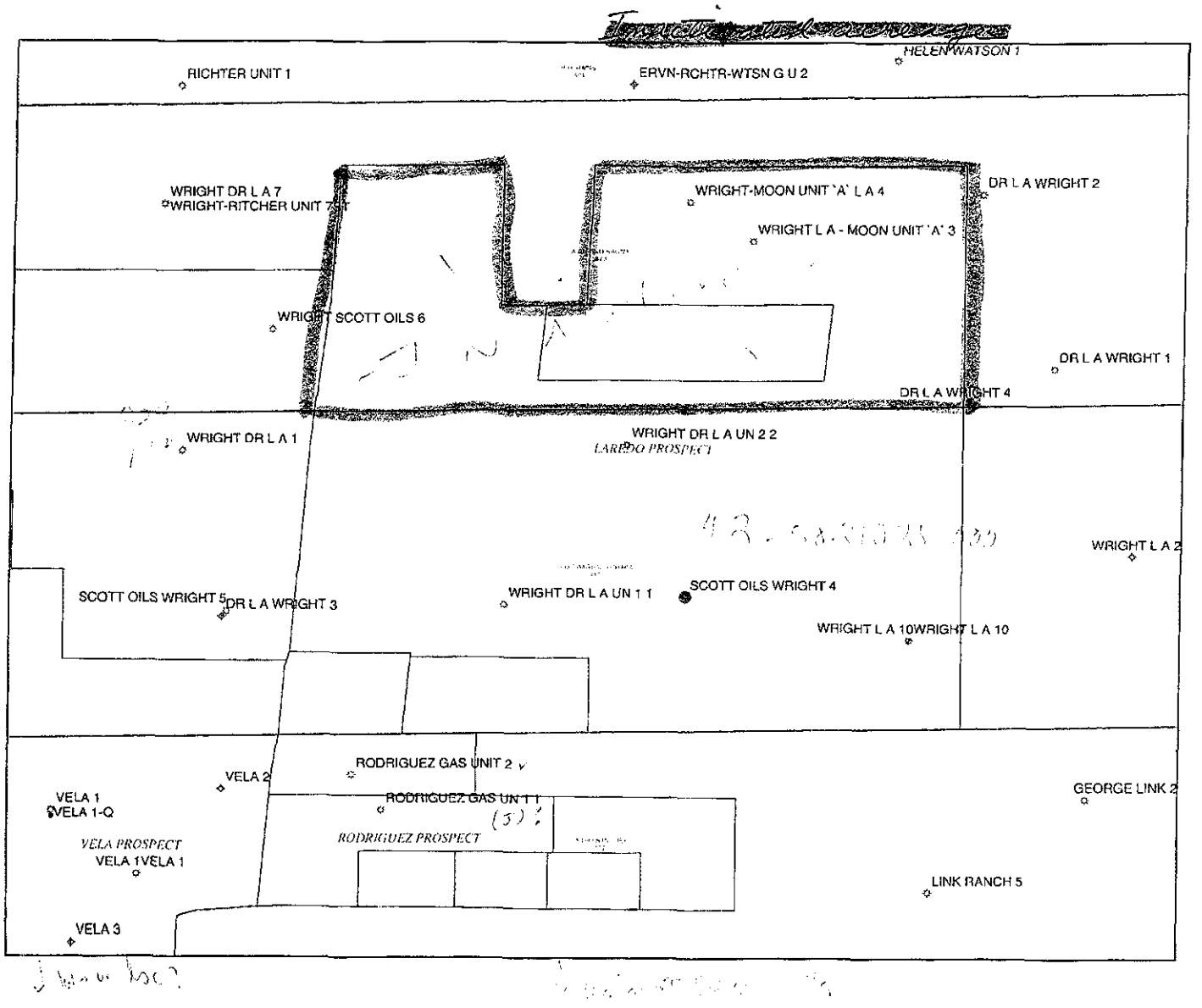
I, C.V. HOWLAND, JR., REGISTERED PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THIS ABOVE CAPTIONED WELL LOCATION WAS SURVEYED AND STAKED ON THE GROUND UNDER MY SUPERVISION. THE ABOVE PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
THIS THE 22nd DAY OF JULY, 1993.

C. V. Howland Jr.

API No. 42-479-35883

SONAT EXPLORATION COMPANY

No. 2 LOCATION (Surface & Bottom Hole)
RODRIGUEZ GAS UNIT — 166.9349 Ac.
Jose Bartolo Chapa PORCION 37 - Abst. 410
WEBB COUNTY, TEXAS
HOWLAND & MEDINA Laredo, Texas


RICHTER UNIT 1
ERVN-RCHTR-WTSN G U 2
HELEN WATSON 1
WRIGHT DR L A 7
WRIGHT-RITCHER UNIT 7
WRIGHT-MOON UNIT 'A' L A 4
DR L A WRIGHT 2
WRIGHT L A - MOON UNIT 'A' 3
WRIGHT SCOTT OILS 6
DR L A WRIGHT 1
DR L A WRIGHT 4
WRIGHT DR L A 1
WRIGHT DR L A UN 2 2
LARIDO PROSPECT
WRIGHT L A 2
SCOTT OILS WRIGHT 5
DR L A WRIGHT 3
WRIGHT DR L A UN 1 1
SCOTT OILS WRIGHT 4
WRIGHT L A 10
WRIGHT L A 10
RODRIGUEZ GAS UNIT 2
VELA 2
GEORGE LINK 2
VELA 1
VELA 1-Q
RODRIGUEZ GAS UN 1 1
VELA PROSPECT
RODRIGUEZ PROSPECT
VELA 1
VELA 1
LINK RANCH 5
VELA 3

ACORD®

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 6/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Cobbs, Allen & Hall 2121 Sage Road Ste 145 Houston TX 77056	CONTACT NAME: Jenna Daniels PHONE (A/C, No, Ext): 832-925-4966 FAX (A/C, No): E-MAIL ADDRESS: jdaniels@cobbsallen.com PRODUCER CUSTOMER ID: RIOGRAN-01
INSURED Rio Grande Exploration & Production, LLC 10000 Memorial Dr Suite 790 Houston TX 77024	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lloyds of London INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 971664708 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	[X] PROPERTY	UE1902	5/30/2019	5/30/2020	[ ] BUILDING	$
	CAUSES OF LOSS / DEDUCTIBLES				[X] PERSONAL PROPERTY	$ 100,000
	[ ] BASIC — BUILDING				[ ] BUSINESS INCOME	$
	[X] BROAD — CONTENTS				[ ] EXTRA EXPENSE	$
	[ ] SPECIAL — 2,500				[ ] RENTAL VALUE	$
	[ ] EARTHQUAKE				[ ] BLANKET BUILDING	$
	[ ] WIND				[ ] BLANKET PERS PROP	$
	[ ] FLOOD				[ ] BLANKET BLDG & PP	$
						$
						$
	[ ] INLAND MARINE	TYPE OF POLICY				$
	CAUSES OF LOSS					$
	[ ] NAMED PERILS	POLICY NUMBER				$
						$
	[ ] CRIME					$
	TYPE OF POLICY					$
						$
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$
						$
						$
						$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Loss Payee and Mortgagee on the Property policy where and to the extent required by written contract.
Oil Lease Property cover includes equipment included on attached schedule.

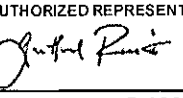
CERTIFICATE HOLDER

ZB, N.A. dba Amegy Bank
as Administrative Agent
1717 West Loop South
Houston TX 77027

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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RODRIGUEZ GU2

DANGER

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

INDEPENDENT EXECUTRIX' PARTIAL DISTRIBUTION DEED

STATE OF TEXAS §
§ **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF WEBB §

RECITALS:

1. Camilo Prada Machin died testate on March 2, 2001, in Laredo, Webb County, Texas, and his Will has been admitted to Probate in Cause No. 2001-PB7-00025-l2 in the County Court At Law No. 2, Webb County, Texas.

2. Letters Testamentary were issued to Begonia Prada De Portugal, Cristina Valdez Prada, and Juan Miguel Prada Machin as Co-independent Executors of the Estate of Camilo Prada Machin (the "Estate").

3. On or about April 22, 2003 Juan Miguel Prada Machin and Cristina Valdez Prada resigned as Co-Independent Executors of the Estate.

4. On or about April 25, 2003, Donato D. Ramos declined and renounced his right to serve as Independent Executor of the Estate.

5. Begonia Prada De Portugal is the sole remaining Independent Executrix of the Estate of Camilo Prada Machin, Deceased.

6. Begonia Prada De Portugal, Independent Executrix, is in the process of distributing the assets of the Estate pursuant to the Last Will and Testament of Camilo Prada Machin, Deceased, and desires to evidence of record the transfer of any and all of Decedent's interest in and to the following described property.

NOW, THEREFORE, Begonia Prada De Portugal, acting solely in her capacity as Independent Executrix of Decedent's Estate (hereinafter referred to in such capacity as the "Grantor") for and in consideration of the premises and in satisfaction of the devise and bequest made pursuant to Decedent's written Will, has **GRANTED, SOLD,** and **CONVEYED** and by these presents does **GRANT, SELL,** and **CONVEY** unto Begonia Prada De Portugal, individually (hereinafter referred to in such capacity the "Grantee"), as Grantee's sole and separate property and estate, all of the following described property, to wit:

A tract of land containing 0.8324 acres, more or less, (36,260.40 sq. ft.) out of Porcion 38, Absttract472, Todeo Sanchez Original Grantee, within the city limits of

the City of Laredo, Webb County, Texas, said 0.8324 acre tract being out of and a part of a 26.016 acre tract conveyed to camilo Prada, per deed recorded in Volume 720, pages 116-126, of the Deed Records of Webb County, Texas, and more particularly described in Field Notes prepared by Cesareo R. Porras, P. E., R. P. L. S., dated May 27, 2009, and depicted in Survey Plat of said 0.8324 acres tract A, and other lands, said Field Notes and Survey Plat being attached hereto as Exhibits "A-1" and "A-2"and incorporated herein as if set forth verbatim, together with all benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and any and all right, title and interest in and to adjacent roads, and rights-of-way; and together with any personal property and/or improvements located on Property.

This conveyance is made and accepted, however, subject to validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2010, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor conveys the undivided interest in Property and Grantee accepts the same "AS IS."

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's heirs, successors and assigns, forever; and Grantor does hereby bind Grantor, her successors, and assigns, to warrant and forever defend, all and singular, the Property unto Grantee and Grantee's heirs, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise, subject, however, to matters set forth herein.

Grantor executes this Partial Distribution Deed solely in her fiduciary capacity as Independent Executrix of Estate of Camilo Prada Machin, and in no other capacity whatsoever.

EXECUTED this 01 day of March, 2010.

Begonia P. de Portugal

Begonia Prada De Portugal
Independent Executrix
Estate of Camilo Prada Machin, Deceased

STATE OF TEXAS §

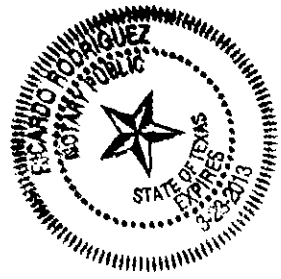
COUNTY OF WEBB §

BEFORE ME, the undersigned authority on this day personally appeared Begonia Prada De Portugal, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER my hand and seal of office the 01 day of March, 2010.

Notary Public, State of Texas

Grantor's/Grantee's Address:
Begonia Prada De Portugal
600 Prada Machin
Laredo, Texas 78046



After recording return to:

Frank D. Barrera
Attorney at Law
1112 San Agustin Street
Laredo, Texas 78040

0.8324Acre Tract (36,260.40 Sq.Ft.)
being a part of
Porcion 38 ~ Abstract 472 ~ Todeo Sanchez Original Grantee
Within the limits of the
City of Laredo, Webb County, Texas

Being a tract of land found to contain 0.8324 acres, more or less, situated in Porcion 38, Abstract 472, Todeo Sanchez Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 0.8324 Acre tract being out and part of a 26.016 Acre tract conveyed to Camilo Prada, per deed recorded in Volume 720, Pages 116-126, of the Webb County Deed Records, and more particularly described by metes and bounds as follows, to-wit;

BEGINNING at a point on the south right-of-way line of Don Camilo Blvd., being the northeast corner of the herein described tract, which bears South 88°30'16" East, 1,304.74 feet from the centerline intersection of Don Camilo Blvd. and Cuenca Dr. as shown on Don Camilo Blvd. R.O.W. Dedication Plat recorded in Volume 22, Page 60 of the Webb County Plat Records;

THENCE South 00°28'57" East, 227.48 feet, along the east boundary line of the herein described tract, to the southeast corner of this tract hereof;

THENCE South 89°30'37" West, 160.00 feet, along the south boundary line of the herein described tract, to the southwest corner of this tract hereof;

THENCE North 00°28'57" West, 197.54 feet, along the west boundary line of the herein described tract, to an exterior corner of this tract hereof;

THENCE North 89°31'03" East, 4.81 feet, to an interior corner of the herein described tract hereof;

THENCE North 00°28'57" West, 30.00 feet, along the west boundary line of the herein described tract, to a point on the aforesaid south right-of-way line of Don Camilo Blvd. and the northwest corner of this tract hereof;

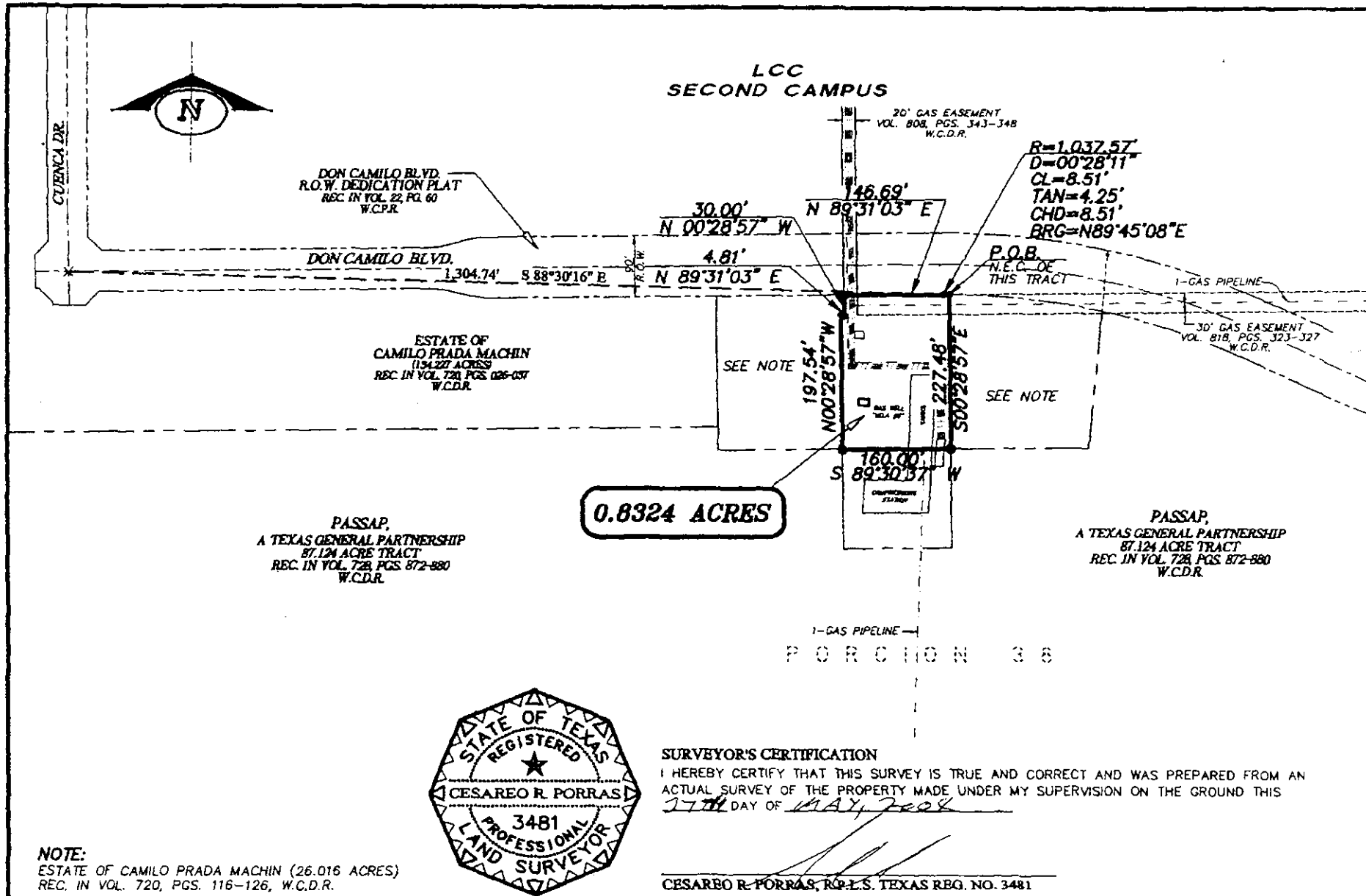
THENCE North 89°31'03" East, 146.69 feet, along said south right-of-way line of Don Camilo Blvd., being the north boundary line of the herein described tract, to a point of curve to the right hereof;

THENCE along said curve and said south right-of-way line of Don Camilo Blvd., a curvilinear distance of 8.51feet, (Central Angle=00°28'11", Radius=1,037.57 feet, Curve Length=8.51 feet, Tangent=4.25 feet, Chord=8.51 feet, Chord Bearing= N 89°45'08" E) to the end of this curve, the northeast corner of the herein described tract and the **POINT OF BEGINNING.**

Cesareo R. Porras, P.E, R.P.L.S
5/27/08

Exhibit "A-1"

Volume 2893 Page 240



NOTE:
ESTATE OF CAMILO PRADA MACHIN (26.016 ACRES)
REC. IN VOL. 720, PGS. 116-126, W.C.D.R.

STATE OF TEXAS
REGISTERED
CESAREO R. PORRAS
3481
PROFESSIONAL
LAND SURVEYOR

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 17TH DAY OF MAY, 2004

CESAREO R. PORRAS, R.P.L.S. TEXAS REG. NO. 3481

DATE	: 03/22/04
HORIZONTAL SCALE	: 1"=200'
DRAWN	: R.B.
CHECKED	: R.B.
APPROVED	: C.R.P.
FIELD BOOK	: —

PORRAS ENGINEERING COMPANY
ENGINEERS ~ SURVEYORS
304 E. CALTON RD. P.O. BOX 1670 78044
LAREDO, TEXAS
(956)724-3097 PH
(956)724-9208 FAX

SURVEY OF A:

0.8324 ACRE TRACT

OUT OF THE ESTATE OF CAMILO PRADA MACHIN
26.016 ACRE TRACT, REC. IN VOL 720, PGS. 116-126, W.C.D.R.
PORCION 38
CITY OF LAREDO ~ WEBB COUNTY, TEXAS

Exhibit "A-2"

Volume 2893 Page 241

STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND AT THE TIME STAMPED HEREON BY ME AND WAS DULY RECORDED IN THE VOLUME AND PAGE OF THE OFFICIAL PUBLIC RECORDS OF WEBB COUNTY TEXAS AS STAMPED HEREON BY ME

COUNTY CLERK
WEBB COUNTY, TEXAS

Doc# 1063511
Recorded
03/02/2010 9:17AM

Signed:
BY DEPUTY
MARGIE RAMIREZ IBARRA
COUNTY CLERK
Fees $36.00

Volume 2893 Page 242

CAMPERO & ASSOCIATES, P.C.

ATTORNEYS AND COUNSELORS
315 CALLE DEL NORTE, SUITE 207
LAREDO, TEXAS 78041
(956) 796-0330
(956) 796-0399 FAX

May 20, 2019

VIA HAND DELIVERY
Vanessa Guerra
Interim Planning Director
City of Laredo
1120 San Bernardo Avenue
Laredo, Texas 78040

Re: SUP Application – Plugging Well Rodriguez # GU2

Dear Ms. Guerra:

Enclosed please find a Special Use Permit Application on behalf of Columbus Energy, LLC, a subsidiary of Rio Grande Exploration & Production, LLC, for the plugging of Well Rodriguez #GU2. Also enclosed is Check No. 020687 for $400 to cover the permit fee.

If you have any questions or comments, please do not hesitate to let me know.

Best Regards,

Adolfo Campero, Jr.

Enclosures

cc: Columbus Energy, LLC

Exhibit B

Public Hearings (also Intro Ord) **14.**

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: James Kirby Snideman, Planning & Zoning Director

Initiated By: Columbus Energy LLC/Will Ylitalo, Owner/Applicant, and Adalfo Campero, Jr. Representative

Staff Source: J. Kirby Snideman, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well), on Lot 11, Block 1, Santa Rita Subdivision IX, located at 139 Asturias Ct. providing for publication and effective date.

The Planning and Zoning Commission recommended approval of the Special Use Permit, and staff supports the application.

ZC-48-2019
District III

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: III – The Honorable Mercurio Martinez, III

Proposed use: Oil and/or Gas Extraction and Production (plug/abandonment).

Site: Existing Gas LA Wright # 5.

Surrounding land uses: North and West of the property there are single-family residences. South and East of the property there is vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map identifies this tract as Medium Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan identifies US Hwy. 83 as an Expressway.

Letters sent to surrounding property owners: 17

In Favor: 0
Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 5 to 0 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION

Staff **supports** the proposed Special Use Permit.

STAFF COMMENTS

A Special Use Permit is used for those types of uses that warrant individual attention on a case, by case, basis and should not be categorized in a zoning district. A Special Use Permit is basically, an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for Oil and Gas Extraction & Production as per Section 24-73 to include but not limited to Section 24.73.16 Wells to be abandoned. The property is in an R-2 (Multi-Family Residential District) zoning district.

Staff supports the issuance of the proposed Special Use Permit at this location for the following reason:

1. The intent of the SUP is to plug and abandon the well.

Should the Commission recommend approval of the proposed SUP, staff suggests the following
conditions:

1. The Special Use Permit is issued to Columbus Energy LLC., and is non-transferable.
2. The Special Use Permit is restricted to site plan, Exhibit “A”, which is made part hereof for all purposes.
3. The Special Use Permit must abide by statements in letter, Exhibit B, which is made part hereof for all purposes.
4. The special use permit shall comply with all fire code requirements including the location and treatment of the premises.
5. The special use permit shall comply with all rules and regulations of the Laredo Land Development Code Section 24-73: Oil and Gas Extraction & Production Specific use Zoning Overlay District and Permit Requirements.
6. The special use permit shall be subject to an annual inspection.
7. Lighting and operations to plug/abandon the Gas Unit (well) shall be screened to avoid adverse impact on adjacent residential neighborhoods.
8. All related operations to the plugging and abandonment of the existing well, shall

be limited during the day to avoid adverse effect on the Residential neighborhood in the proximity of the area.

Attachments

Ordinance 2019-O-
Color Maps
Color Pictures
Exhibit A

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR OIL AND/OR GAS EXTRACTION AND PRODUCTION (PLUG/ABANDONMENT OF WELL), ON LOT 11, BLOCK 1, SANTA RITA SUBDIVISION IX, LOCATED AT 139 ASTURIAS CT; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for Oil and/or Gas Extraction and Production (Plug/Abandonment of a Well), on Lot 11, Block 1, Santa Rita Subdivision IX, located at 139 Asturias Ct; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 20, 2019; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Special Use Permit; and,

WHEREAS, notice of the Special Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on August 5, 2019, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit for Oil and/or Gas Extraction and Production (Plug/Abandonment of a Well), on Lot 11, Block 1, Santa Rita Subdivision IX, located at 139 Asturias Ct.

Section 2: The Special Use Permit is further restricted to the following provision here with adopted by the City Council:

1. The Special Use Permit is issued to Columbus Energy LLC, and is non-transferable.
2. The Special Use Permit is restricted to the specific location as per site plan, Exhibit “A”, which is made part hereof for all purposes.
3. The Special Use Permit must abide by statements in letter, Exhibit “B”, which is made part hereof for all purposes.

4. The Special Use Permit shall comply with fire code requirements including the location and treatment of the premises.
5. The Special Use Permit shall comply with all rules and regulations of the Laredo Land Development Code Book Section 24-73: Oil and Gas Extraction and Production Specific use Zoning Overlay District and Permit Requirements.
6. The Special Use Permit shall be subject to an annual inspection.
7. Lighting and operations to plug/abandon the Gas Unit (Well) shall be screened to avoid adverse impact on adjacent residential neighborhoods.
8. All related operations to the plugging and abandonment of the existing well, shall be limited during the day to avoid adverse effect on the Residential neighborhood in the proximity of the area.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:,

A. A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:
   1. Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set in the Special Use Permit as approved by the City Council.

B. The activity authorized by the Special Use Permit commences prior to the institution of all conditions imposed by the Special Use Permit.

C. The use for which the special use for a period of six (6) consecutive months of the effective date of the Special Use Permit.
   1. An extension of up to six months may be granted, for good cause shown, by the Building Development Services Director upon petition of the SUP holder.

D. The use of which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Special Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of Special Use Permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Special Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

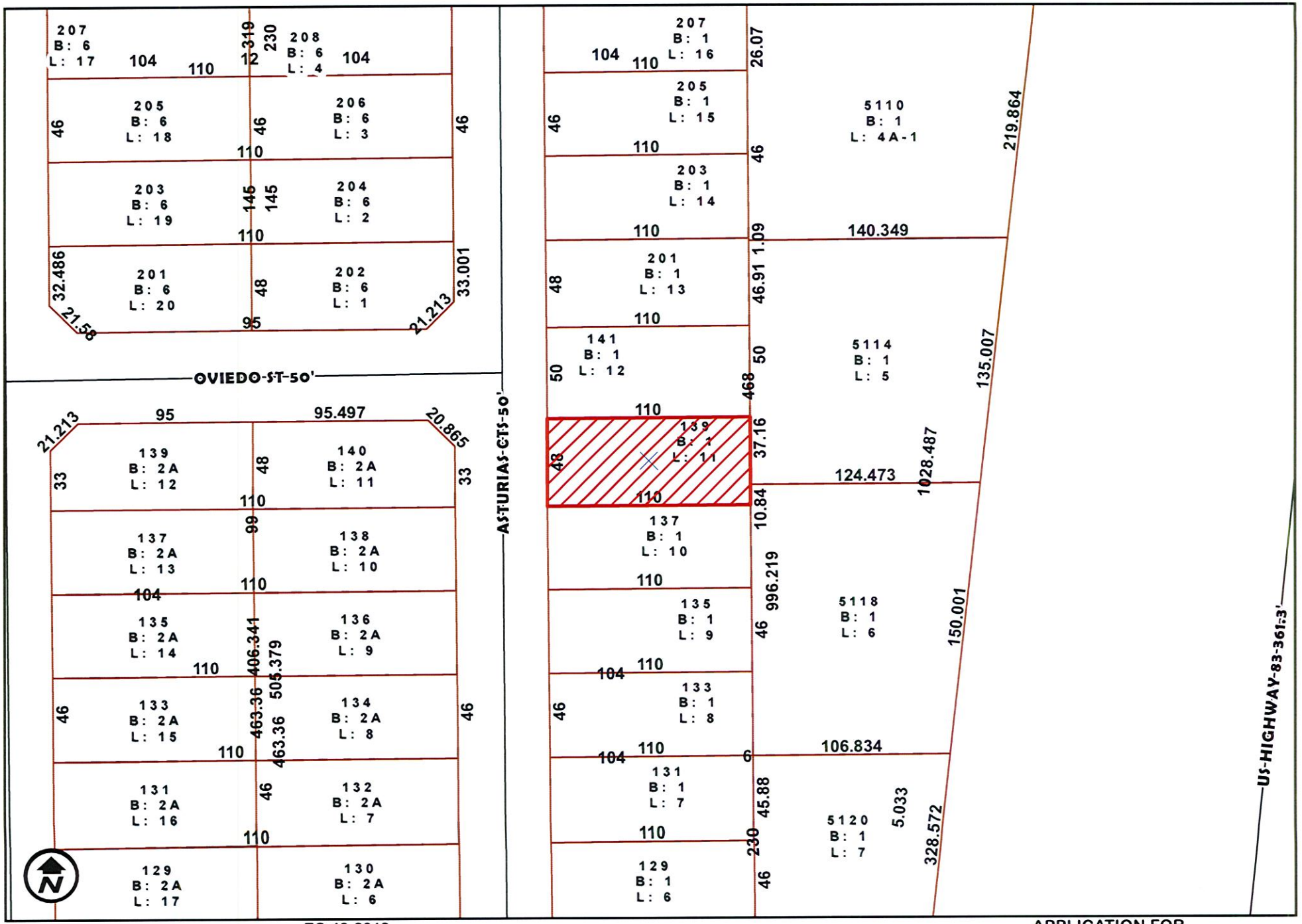
_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

AERIAL MAP

1 inch = 67 feet

ZC-48-2019
COUNCIL DISTRICT 3
WRIGHT # 5

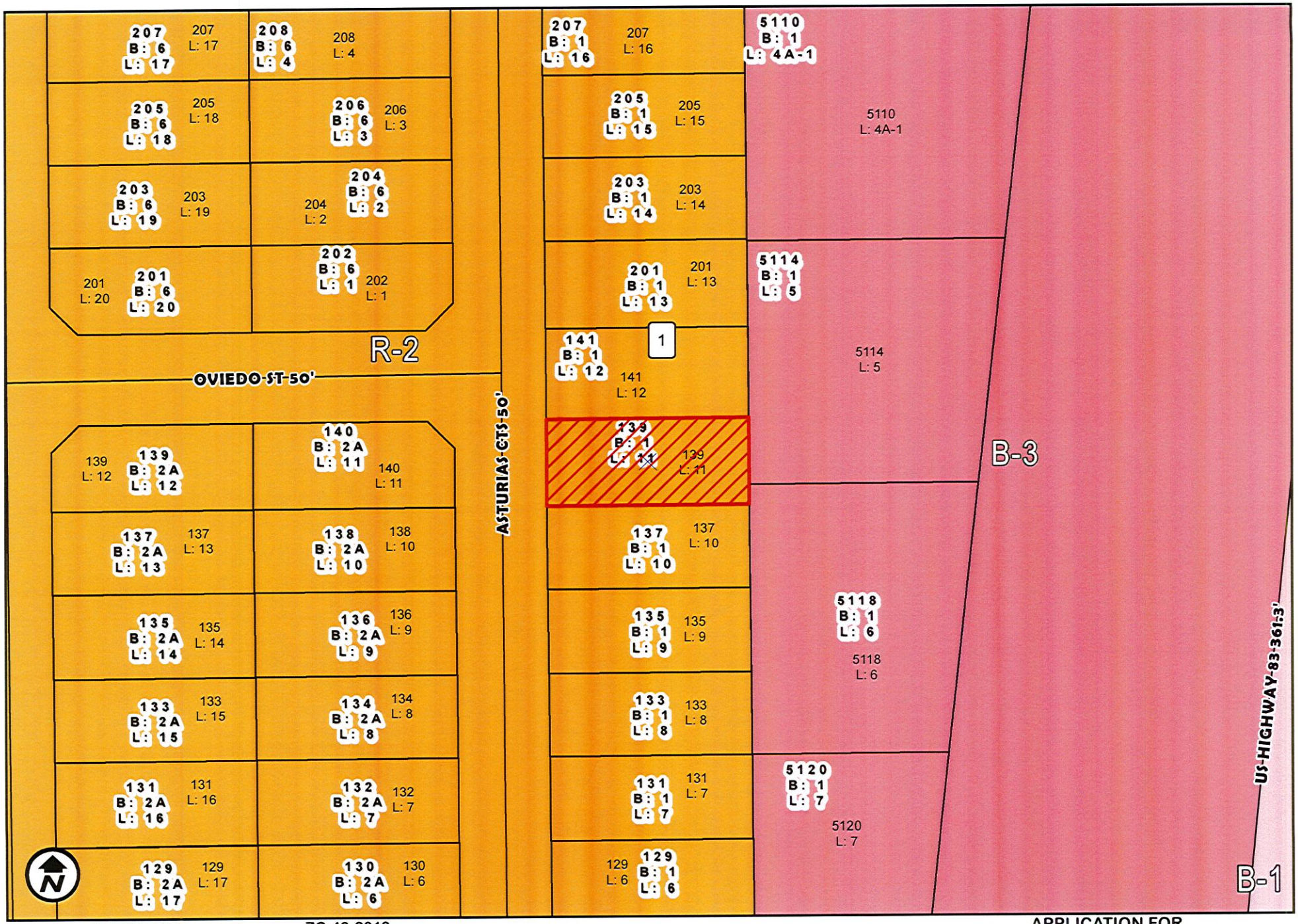
APPLICATION FOR
GAS WELL
-> SUP(PLUG AND ABANDON)



DIMENSIONS MAP
1 inch = 67 feet

ZC-48-2019
COUNCIL DISTRICT 3
WRIGHT # 5

APPLICATION FOR
GAS WELL
-> SUP(PLUG AND ABANDON)

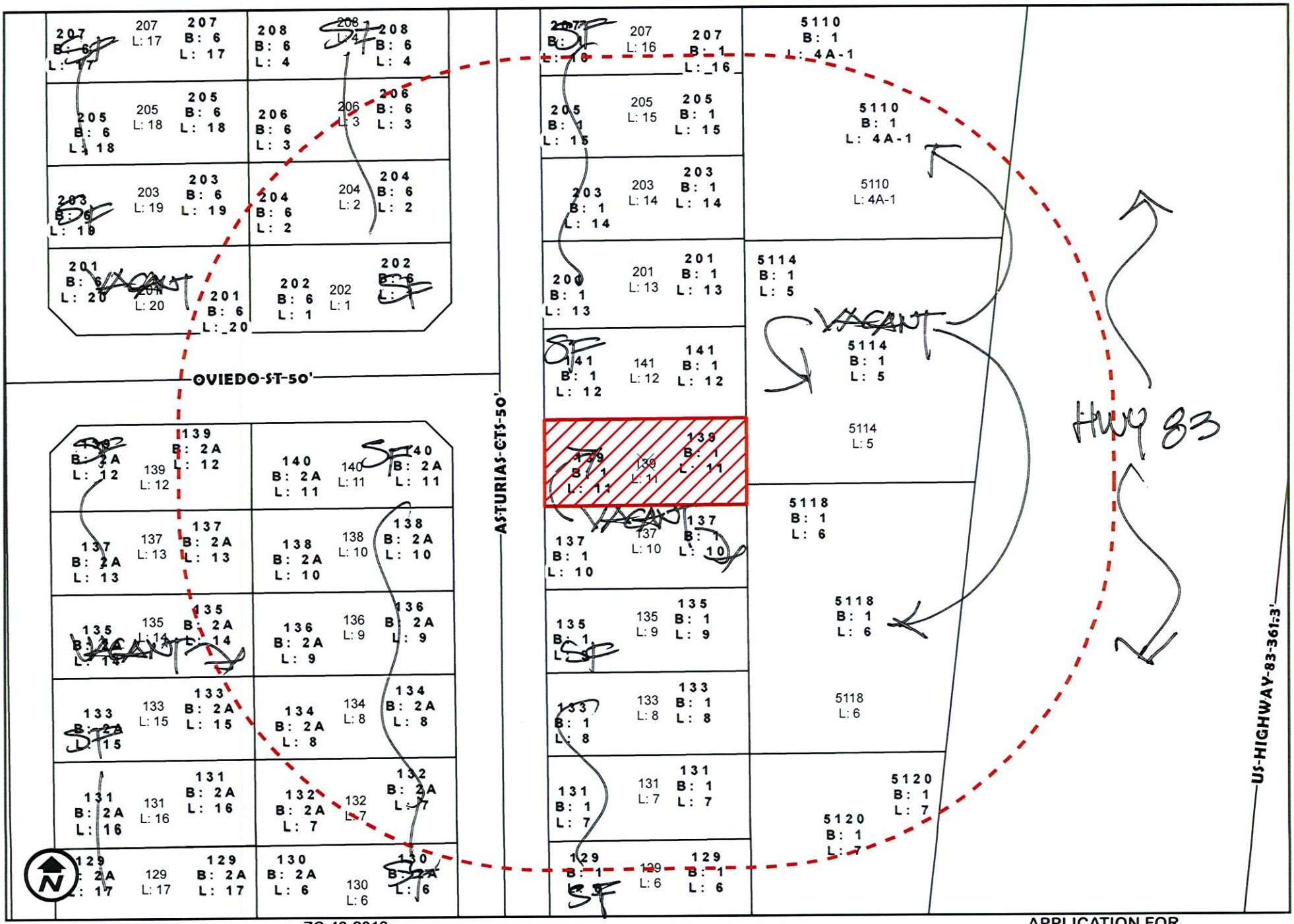


ZONING MAP

1 inch = 67 feet

ZC-48-2019
COUNCIL DISTRICT 3
WRIGHT # 5

APPLICATION FOR
GAS WELL
-> SUP(PLUG AND ABANDON)

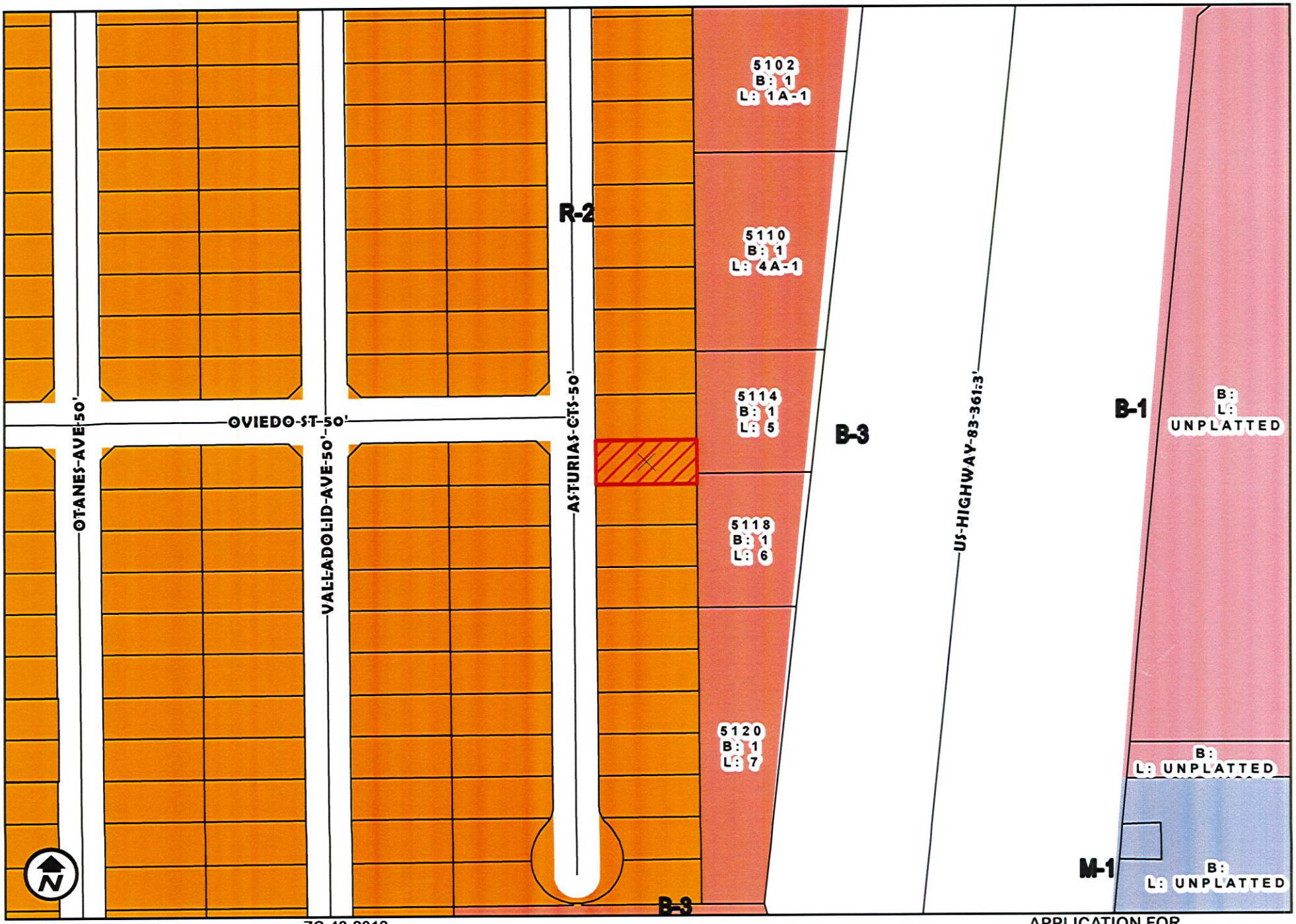


SURVEY MAP

1 inch = 67 feet

ZC-48-2019
COUNCIL DISTRICT 3
WRIGHT # 5

APPLICATION FOR
GAS WELL
-> SUP(PLUG AND ABANDON)

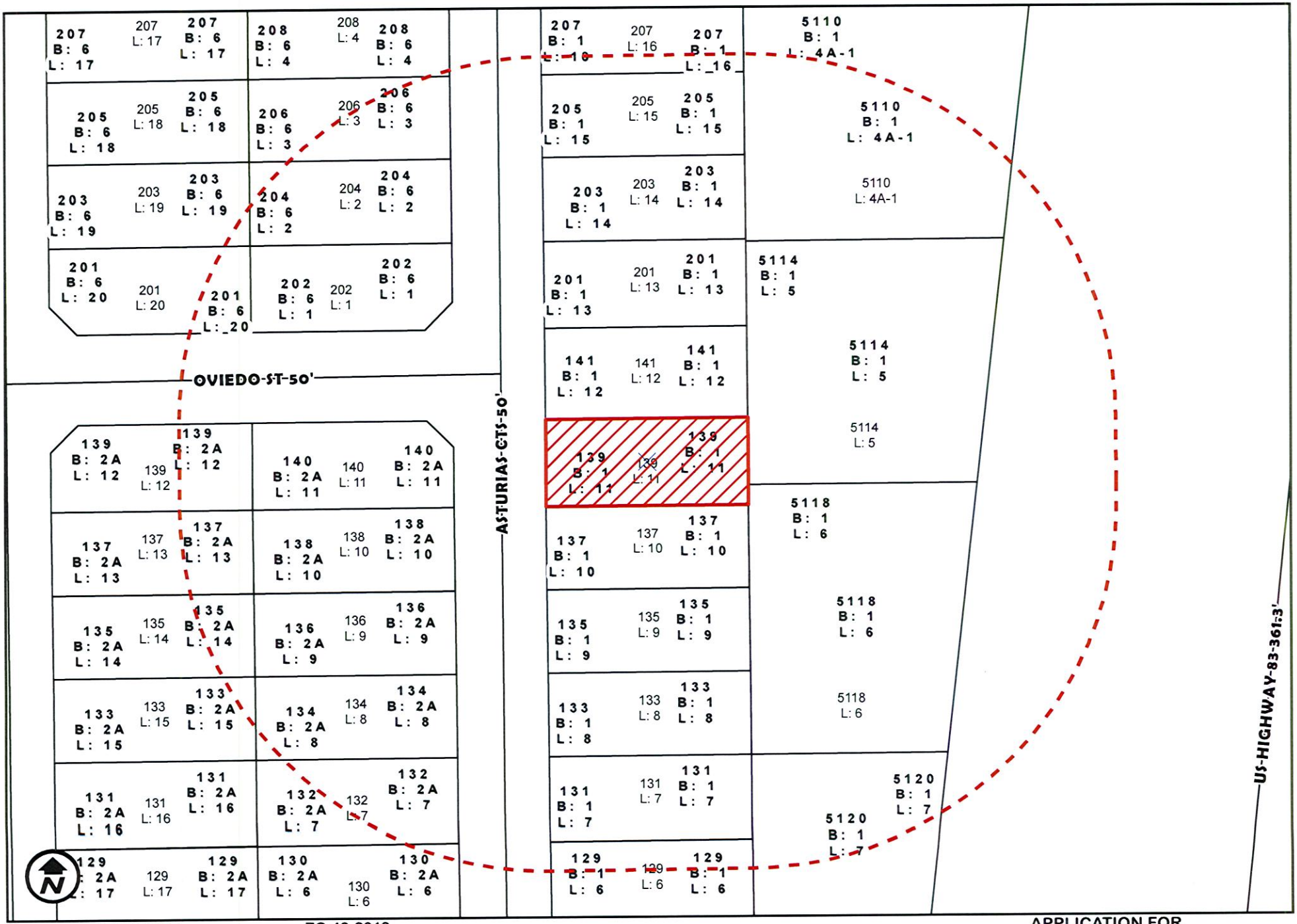


ZONING OVERVIEW

1 inch = 133 feet

ZC-48-2019
COUNCIL DISTRICT 3
WRIGHT # 5

APPLICATION FOR
GAS WELL
-> SUP(PLUG AND ABANDON)



200' NOTIFICATION

1 inch = 67 feet

ZC-48-2019
COUNCIL DISTRICT 3
WRIGHT # 5

APPLICATION FOR
GAS WELL
-> SUP(PLUG AND ABANDON)

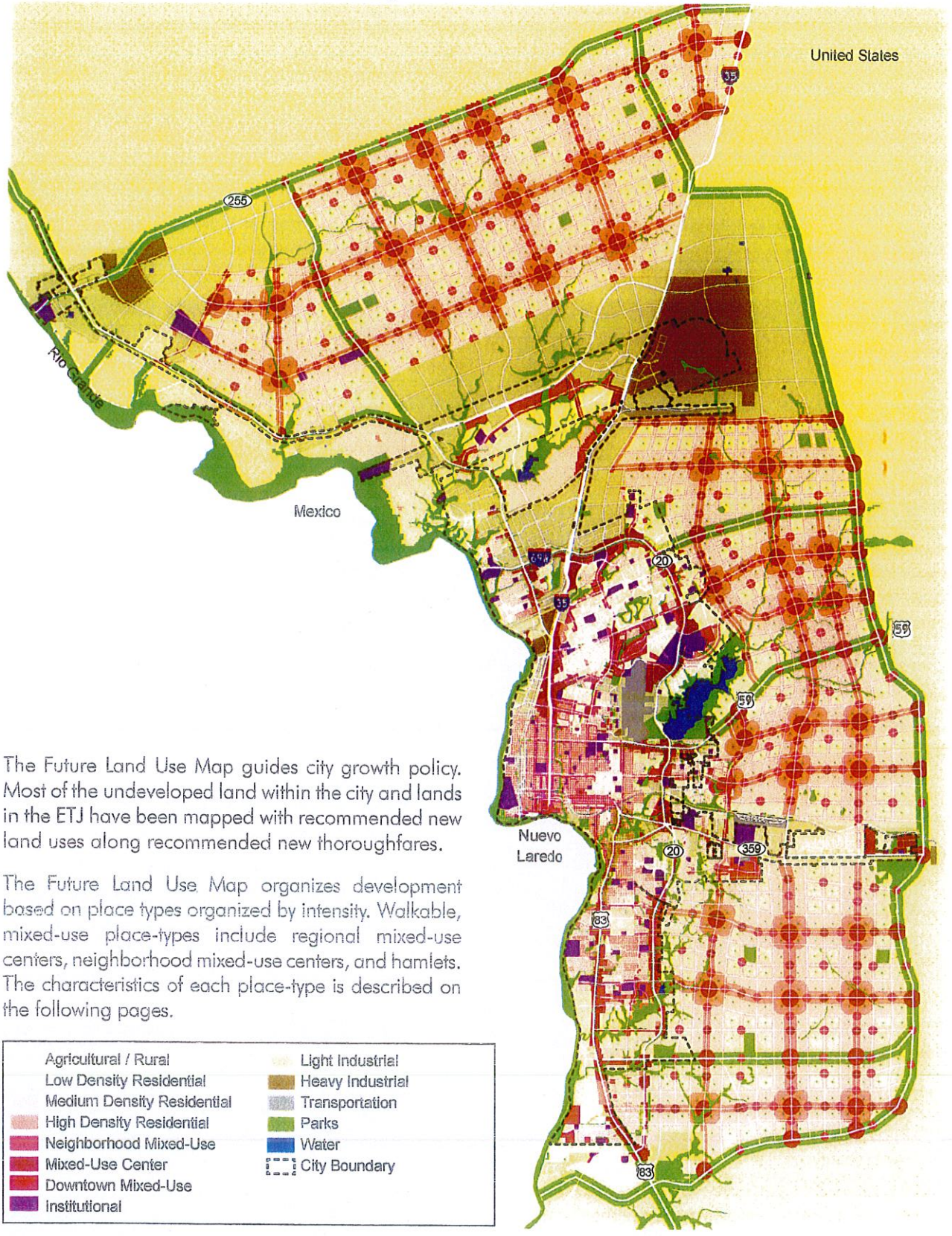
FUTURE LANDUSE MAP

1 inch = 67 feet

ZC-48-2019
COUNCIL DISTRICT 3
WRIGHT # 5

APPLICATION FOR
GAS WELL
-> SUP(PLUG AND ABANDON)

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

- Agricultural / Rural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Mixed-Use
- Mixed-Use Center
- Downtown Mixed-Use
- Institutional
- Light Industrial
- Heavy Industrial
- Transportation
- Parks
- Water
- City Boundary

Land Use Equivalents Chart

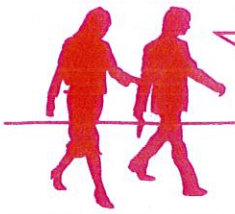
New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.
** Land uses allowed under a B4 are allowed with the exception of the following uses***:

Farms, General (Crops & Livestock)
Farms, General (Livestock/Ranch)
Bulk Grain And/Or Feed Storage
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.

Create incentives for job creation, economic development, and alternative land development options (higher and lower density).

Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

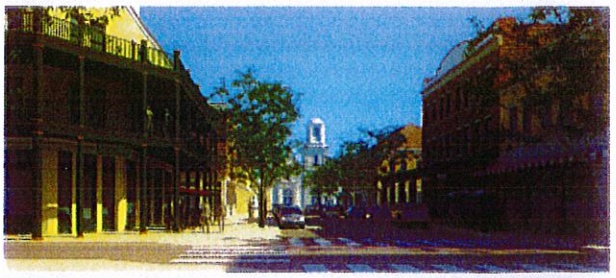
- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

Low Density Residential

Medium Density Residential

High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

ZC-48-2019
139 Asturias Ct.
R-2 to SUP for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well)
Gas Unit LA Wright # 5

ZC-48-2019
139 Asturias Ct.
R-2 to SUP for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well)
Gas Unit LA Wright # 5

ZC-48-2019
139 Asturias Ct.
R-2 to SUP for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well)
Gas Unit LA Wright # 5

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139 Asturias Ct.
R-2 to SUP for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well)
Gas Unit LA Wright # 5

ZC-48-2019
139 Asturias Ct.
R-2 to SUP for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well)
Gas Unit LA Wright # 5

Wright L.A. Unit #5 - API: 4247934669

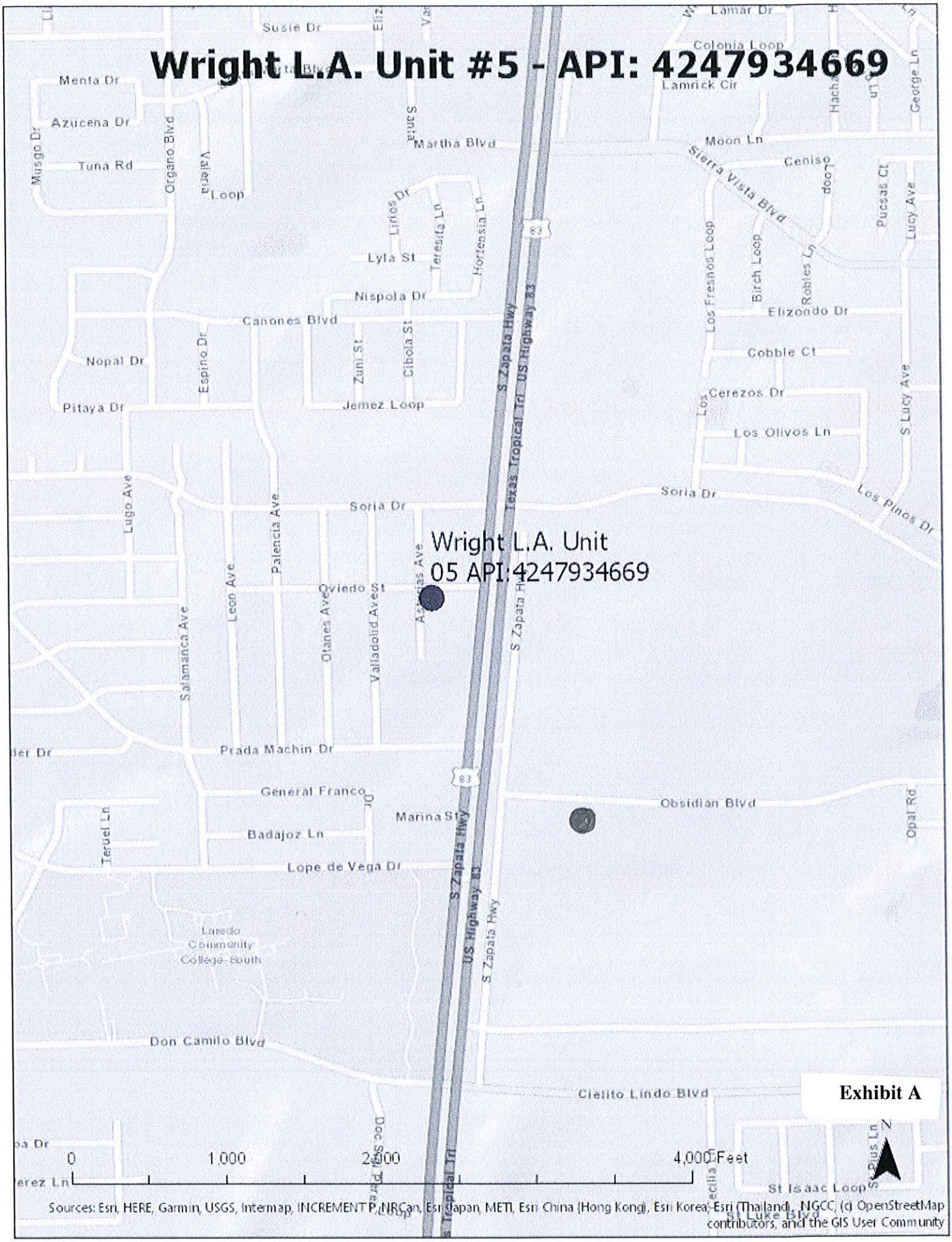


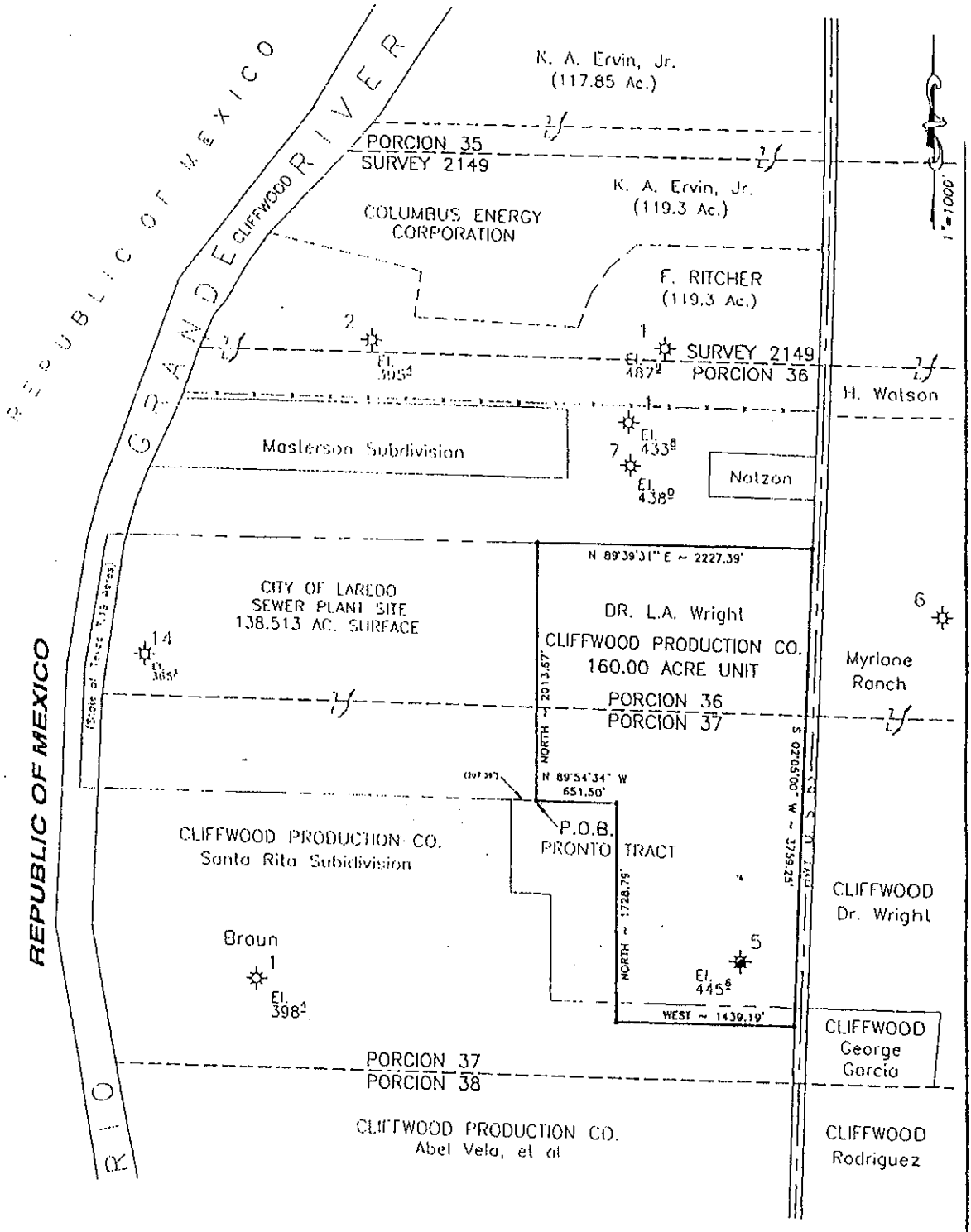
Exhibit A

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

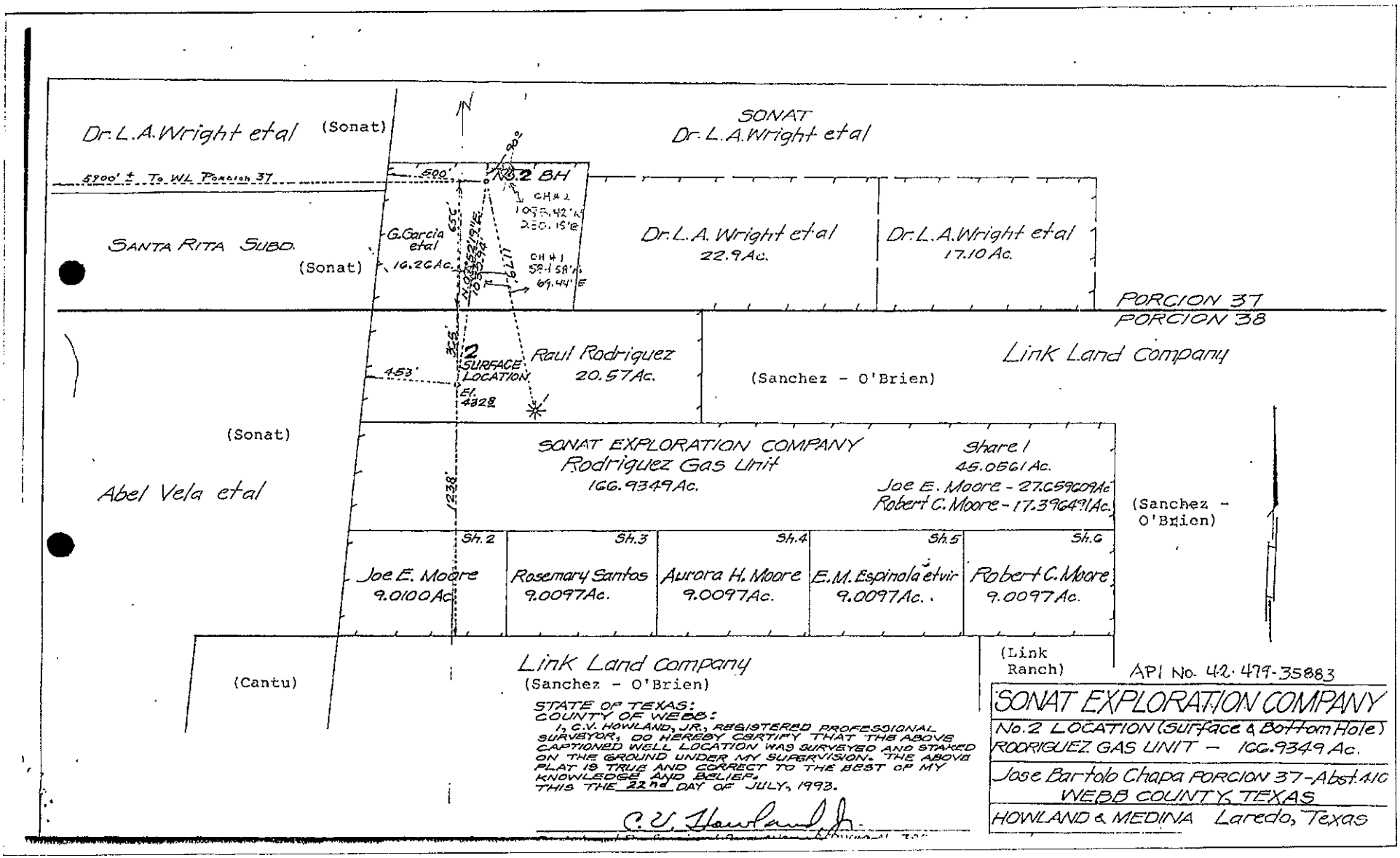
EXHIBIT "C"

CLIFFWOOD PRODUCTION CO.
WRIGHT No. 5
160.00 ACRE UNIT

160.00 ACRE TRACT SITUATED IN LAUREANO SALINAS, PORCION 36, ABSTRACT 473 AND JOSE BARTOLO CHAPA, PORCION 37, ABSTRACT 410, WEBB COUNTY, TEXAS



CLIFFWOOD PRODUCTION CO. 160.00 ACRES WRIGHT No. 5	HOWLAND SURVEYING CO., INC. 1310 Junction Drive Suite "B" LAREDO, TEXAS 78045 OFFICE (956) 727-4411 FAX (956) 727-5414
THE ABOVE IS BASED ON INFORMATION OF RECORD AND DOES NOT PURPORT TO REPRESENT A GROUND SURVEY.	SCALE: 1"=600' · DRAWN BY: M.G. FIELD DATE: N/A · JOB No. 3898-99 FIELD: N/A · FILE: N/A · FILE NAME: SANTA RITA



STATE OF TEXAS:
COUNTY OF WEBB:

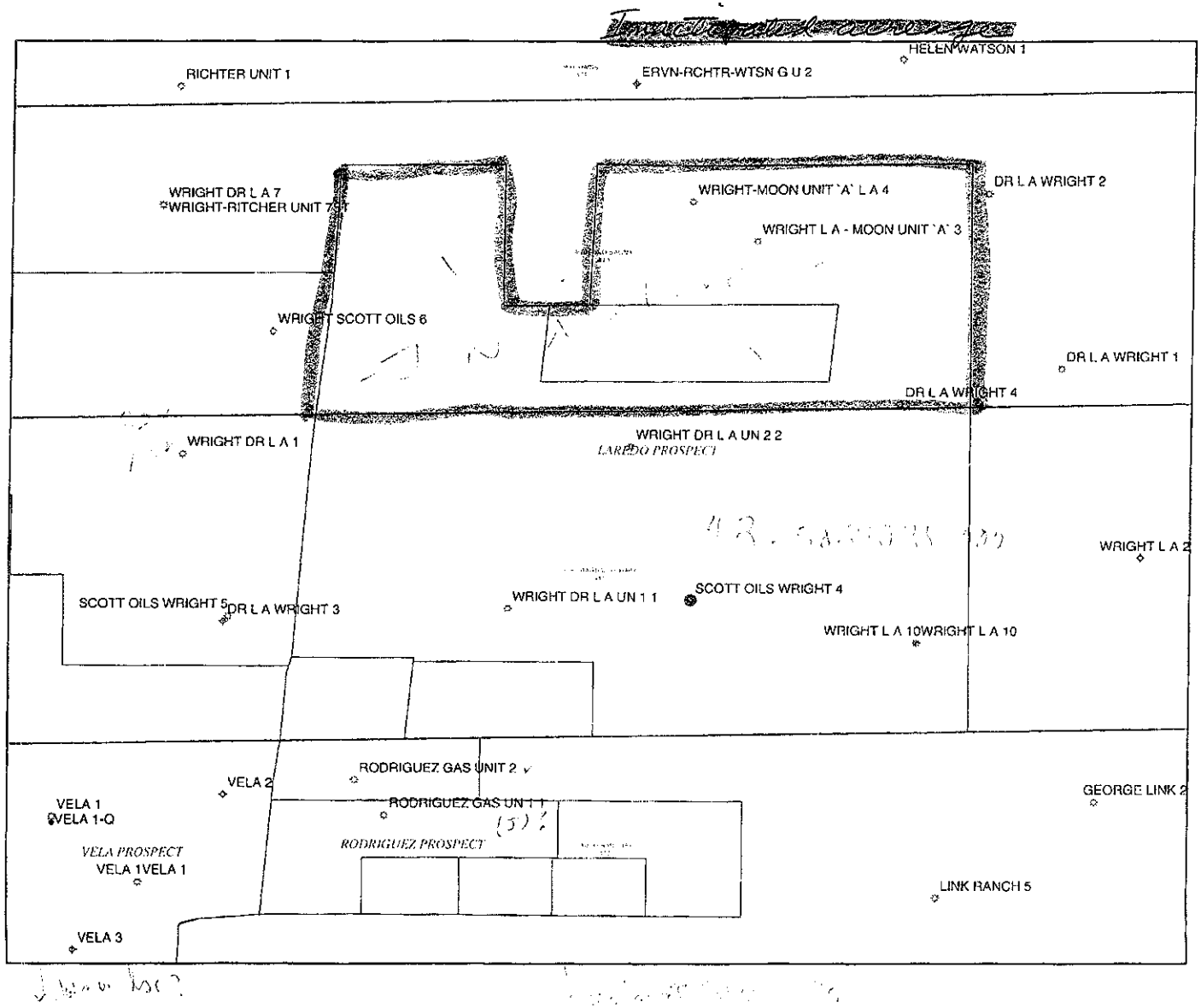
I, C.V. HOWLAND, JR., REGISTERED PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE CAPTIONED WELL LOCATION WAS SURVEYED AND STAKED ON THE GROUND UNDER MY SUPERVISION. THE ABOVE PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
THIS THE 22nd DAY OF JULY, 1993.

C. V. Howland Jr.

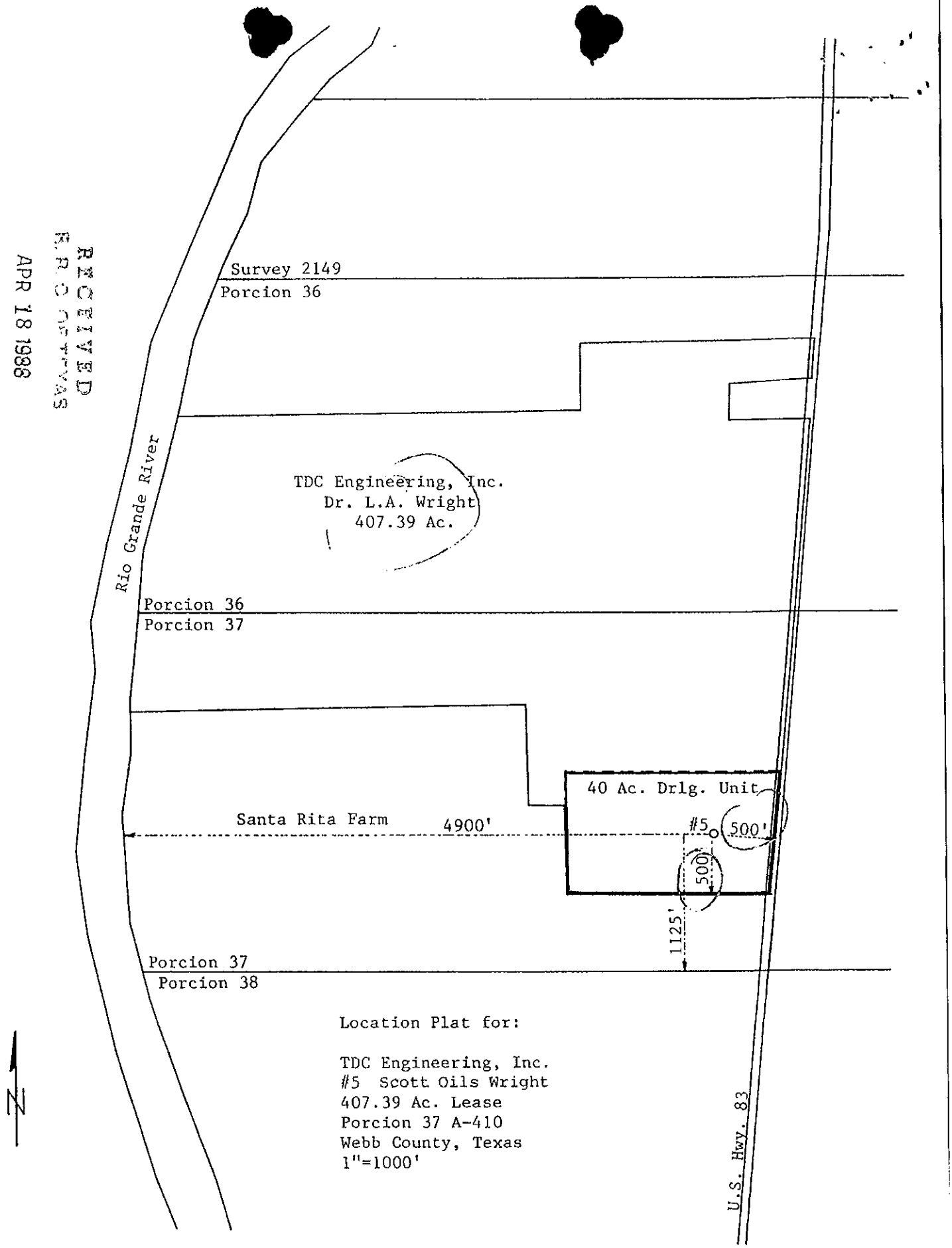
API No. 42-479-35883

SONAT EXPLORATION COMPANY

No. 2 LOCATION (Surface & Bottom Hole)
RODRIGUEZ GAS UNIT — 166.9349 Ac.
Jose Bartolo Chapa PORCION 37 - Abst. 410
WEBB COUNTY, TEXAS
HOWLAND & MEDINA Laredo, Texas


RICHTER UNIT 1
ERVN-RCHTR-WTSN G U 2
HELEN WATSON 1
WRIGHT DR L A 7
WRIGHT-RITCHER UNIT 7
WRIGHT-MOON UNIT `A` L A 4
DR L A WRIGHT 2
WRIGHT L A - MOON UNIT `A` 3
WRIGHT SCOTT OILS 6
DR L A WRIGHT 1
DR L A WRIGHT 4
WRIGHT DR L A 1
WRIGHT DR L A UN 2 2
LAREDO PROSPECT
WRIGHT L A 2
SCOTT OILS WRIGHT 5
DR L A WRIGHT 3
WRIGHT DR L A UN 1 1
SCOTT OILS WRIGHT 4
WRIGHT L A 10
WRIGHT L A 10
RODRIGUEZ GAS UNIT 2
VELA 2
GEORGE LINK 2
VELA 1
VELA 1-Q
RODRIGUEZ GAS UN 1 1
VELA PROSPECT
RODRIGUEZ PROSPECT
VELA 1
VELA 1
LINK RANCH 5
VELA 3

RECEIVED
R.R. COMMISSION OF TEXAS
APR 18 1988
AUSTIN, TEXAS



Location Plat for:

TDC Engineering, Inc.
#5 Scott Oils Wright
407.39 Ac. Lease
Porcion 37 A-410
Webb County, Texas
1"=1000'

RAILROAD COMMISSION OF TEXAS

OIL AND GAS DIVISION

LENA GUERRERO, CHAIRMAN
JAMES E. (JIM) NUGENT,
COMMISSIONER
ROBERT KRUEGER, COMMISSIONER

DAVID M. GARLICK
DIRECTOR
JAMES W. WALKER, JR.
DIRECTOR, PRODUCTION ALLOCATION

1701 N. CONGRESS | CAPITAL STATION - P.O. BOX 12967 AUSTIN, TEXAS 78711-2967 | (512) 463-7288

July 1, 1991

DIST: 04 WEBB API NO. 479-34669
SCOT OILS WRIGHT WELL NO. 5
TDC ENGINEERING, INC.
AGUAS CALIENTES (LOBO 1)
RRCID NO. 127965

Dear Operator:

The final period of confidentiality for the log on the above property is due to expire at the end of this month. Under the provisions of Statewide Rule 16, the log must be submitted to the Railroad Commission by the expiration date. Failure to do so will result in your allowable being cancelled and/or penalty action pursuant to Title 3 of the Texas Natural Resource Code.

Please complete the bottom portion of this letter and return this letter with the log to the above address to the attention of Central Records. If you have any questions, call the Log Desk at (512) 463-6875.

Sincerely,

James W. Walker, Jr.

JAMES W. WALKER, JR.
DIRECTOR, PRODUCTION ALLOCATION

COMPLETE THE FOLLOWING AND RETURN THIS LETTER WITH THE LOG

	from	to	from	to
Log Interval(s):	493	4987	4996	6425

Company/lease name if different from that above:

On-Shore Final Exp.

RAILROAD COMMISSION OF TEXAS

OIL AND GAS DIVISION

KENT HANCE, CHAIRMAN
JOHN SHARP, COMMISSIONER
JAMES E. (JIM) NUGENT,
COMMISSIONER

J.H. MORROW, P.E.
DIRECTOR
JAMES W. WALKER, JR.
DIRECTOR, PRODUCTION ALLOCATION

CAPITOL STATION | P.O. DRAWER 12967 | AUSTIN, TEXAS 78711

July 1, 1989

DIST: 04 WEBB API NO. 479-34669
SCOT OILS WRIGHT WELL NO. 5
TDC ENGINEERING, INC.
AGUAS CALIENTES (LOBO 1)
RRCID NO. 127865

Dear Operator:

Our records indicate that you requested confidentiality for the basic electric log on the above property. The period of confidentiality is due to expire at the end of this month.

In accordance with Statewide Rule 16, the basic electric log or a request for an extension of two years additional confidentiality must be submitted by the expiration date. Failure to do so will result in your allowable being cancelled and/or penalty action pursuant to Title 3 of the Texas Natural Resources Code.

Please complete the bottom portion and return this letter with the log or as your request for an extension of confidentiality to the above address to the attention of Central Records. If you have any questions, call the Log Desk at (512) 463-6875.

Sincerely,

James W. Walker, Jr.

JAMES W. WALKER, JR.
DIRECTOR, PRODUCTION ALLOCATION

Return to Central Records

Log Interval(s):	from	to	from	to
	6475	4996	4987	493

CHECK AS APPROPRIATE

X Two-Year Extension of Confidentiality Requested

__ Basic Electric Log Attached

Company/Lease name on log if different from that above:

_____.

* General 1st Renewal Notice (On-shore/Offshore)

EXHIBIT "A"

A tract of land containing 525.0 acres, more or less, in Webb County, Texas, being out of Porcion 36, Laureano Salinas, Original Grantee, Abstract 473, and Porcion 37, Jose Bartolo Chapa, Original Grantee, Abstract 410; also being out of a 1,059.20 acre tract described in deed dated January 6, 1975 from L.A. Wright and wife, Sally Walker Wright to Myrlee Wright McNary and Elaine Wright Calk, of record in Volume 476, Pages 398-413 of the Deed Records of Webb County, Texas; this 525.0 acre tract being more particularly described as follows, to-wit:

BEGINNING at the intersection of the south line of a 10 vara strip which generally forms the south half of the old La Pita-Mangana Road with the center of old U.S. Highway 83, the northwest corner of above mentioned 1,059.20 acre tract and the northwest corner of this tract;

THENCE N. 89°22'29" E. 1353.83 feet with the south line of said 10 vara wide strip to the northwest corner of the Frank B.King tract and a corner of this tract;

THENCE S. 00°11'09" E. 1268.51 feet with the west line of the King tract to the southwest corner of the King tract and an interior corner of this tract;

THENCE N. 89°38'50" E. 280.60 feet with the south line of the King tract to a fence corner at gate, the occupied northwest corner of the Moon tract and a corner of this tract;

THENCE S. 06°07'36" E. 36.22 feet with fence and occupied west line of the Moon tract to a deflection in said line;

THENCE S. 05°24'06" W. 662.64 feet with fence and west line of the Moon tract to a fence corner, the southwest corner of the Moon tract and an interior corner of this tract;

THENCE N. 89°42'38" E. 2303.74 feet with fence and south line of the Moon tract to a fence corner, the southeast corner of the Moon tract and an interior corner of this tract;

THENCE N. 05°02'19" E. 700.99 feet with fence and east line of the Moon tract to a fence corner, the northeast corner of the Moon tract and an interior corner of this tract;

THENCE S. 89°38'50" W. 1897.20 feet with fence and north line of the Moon tract to the southeast corner of aforesaid King tract for a corner of this tract;

THENCE N. 00°11'09" W. 1271.80 feet with the east line of said King tract to its northeast corner on the south line of aforementioned 10 vara wide strip which forms a part of the La Pita-Mangana Road, being a corner of this tract;

THENCE N. 89°22'29" E. 3015.25 feet with the south line of said 10 vara wide strip to the easterly northeast corner of this tract;

THENCE S. 00°27'10" E. 5264.06 feet to a point on the occupied north line of Porcion 38 and south line of Porcion 37 for the southeast corner of this tract;

THENCE S. 89°10'52" W. 873.84 feet with fence on the occupied south line of Porcion 37 and north line of Porcion 38 to a deflection in said fence;

THENCE S. 89°48'59" W. 2,194.25 feet with fence on the occupied south line of Porcion 37 and north line of Porcion 38 to the southeast corner of a 40.0 acre tract described in Oil, Gas and Mineral Lease dated October 10, 1984 by and between Dr. L.A. Wright et al and Scott Taliaferro, Jr. of record in the Deed Records of Webb County, Texas, for the southerly southwest corner of this tract;

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THENCE N. 00°11'01" W. 1015.94 feet with the east line of said 40.0 acre tract to its northeast corner for an interior corner of this tract;

THENCE S. 89°48'59" W. 2395.86 feet with the north line of said 40.0 acre tract to its northwest corner in the center of old U.S.Highway 83 for the westerly southwest corner of this tract;

THENCE N. 05°16'04" E. 1566.67 feet with the center of old U.S.Highway 83 to a deflection point;

THENCE N. 05°22'33" E. 1888.51 feet with the center of U.S. Highway 83 to a point of curvature in said highway;

THENCE along a curve to the left having a radius of 11,459.16 feet, a length of 736.16 feet, a central angle of 03°40'51" and a long chord of N.03°27'32"E. 736.04 feet to a point of tangency;

THENCE N. 01°40'16" E. 45.03 feet with the center of said highway to the place of beginning.

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LA WRIGHT #5

ACORD®

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 6/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Cobbs, Allen & Hall 2121 Sage Road Ste 145 Houston TX 77056	CONTACT NAME: Jenna Daniels PHONE (A/C, No, Ext): 832-925-4966 FAX (A/C, No): E-MAIL ADDRESS: jdaniels@cobbsallen.com PRODUCER CUSTOMER ID: RIOGRAN-01
INSURED Rio Grande Exploration & Production, LLC 10000 Memorial Dr Suite 790 Houston TX 77024	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lloyds of London INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 971664708 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X PROPERTY CAUSES OF LOSS — DEDUCTIBLES BASIC — BUILDING X BROAD — CONTENTS SPECIAL — 2,500 EARTHQUAKE WIND FLOOD	UE1902	5/30/2019	5/30/2020	BUILDING X PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	$ $ 100,000 $ $ $ $ $ $ $
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY POLICY NUMBER				$ $ $ $
	CRIME TYPE OF POLICY					$ $ $
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$ $
						$ $

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Loss Payee and Mortgagee on the Property policy where and to the extent required by written contract.
Oil Lease Property cover includes equipment included on attached schedule.

CERTIFICATE HOLDER

ZB, N.A. dba Amegy Bank
as Administrative Agent
1717 West Loop South
Houston TX 77027

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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CAMPERO & ASSOCIATES, P.C.

ATTORNEYS AND COUNSELORS
315 CALLE DEL NORTE, SUITE 207
LAREDO, TEXAS 78041
(956) 796-0330
(956) 796-0399 FAX

May 20, 2019

VIA HAND DELIVERY
Vanessa Guerra
Interim Planning Director
City of Laredo
1120 San Bernardo Avenue
Laredo, Texas 78040

Re: SUP Application – Plugging Well LA Wright #5

Dear Ms. Guerra:

Enclosed please find a Special Use Permit Application on behalf of Columbus Energy, LLC, a subsidiary of Rio Grande Exploration & Production, LLC, for the plugging of Well LA Wright #5. Also enclosed is Check No. 020688 for $400 to cover the permit fee.

If you have any questions or comments, please do not hesitate to let me know.

Best Regards,

Adolfo Campero, Jr.

Enclosures

cc: Columbus Energy, LLC

Exhibit B

Public Hearings (also Intro Ord) 15.

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: James Kirby Snideman, Planning & Zoning Director

Initiated By: Columbus Energy LLC/Will Ylitalo, Owner/Applicant, and Adalfo Campero, Jr. Representative

Staff Source: J. Kirby Snideman, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well), on Lot 1, Block 1, Riverhill Commercial Subdivision, Unit XIV, located at 801 Riverhill Loop; providing for publication and effective date.

The Planning and Zoning Commission recommended approval of the Special Use Permit, and staff supports the application.

ZC-49-2019
District III

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: III – The Honorable Mercurio Martinez, III

Proposed use: Oil and/or Gas Extraction and Production (plug/abandonment).

Site: Existing Gas Unit Ervin # 1A.

Surrounding land uses: North, South and East of the property there is vacant undeveloped land. West of the property, there are single-family residences.

Comprehensive Plan: The Future Land Use Map identifies this tract as Mixed Use Center.

Transportation Plan: The Long Range Thoroughfare Plan identifies US Hwy. 83 as an Expressway, east of the property.

Letters sent to surrounding property owners: 7
In Favor: 1
Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 5 to 0 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION

Staff **supports** the proposed Special Use Permit.

STAFF COMMENTS

A Special Use Permit is used for those types of uses that warrant individual attention on a case, by case, basis and should not be categorized in a zoning district. A Special Use Permit is basically, an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for Oil and Gas Extraction & Production as per Section 24-73 to include but not limited to Section 24.73.16 Wells to be abandoned. The property is in an B-4 (Highway Commercial District) zoning district.

Staff supports the issuance of the proposed Special Use Permit at this location for the following reason:

1. The intent of the SUP is to plug and abandon the well.

Should the Commission recommend approval of the proposed SUP, staff suggests the following
conditions:

1. The Special Use Permit is issued to Columbus Energy LLC., and is non-transferable.
2. The Special Use Permit is restricted to site plan, Exhibit “A”, which is made part hereof for all purposes.
3. The Special Use Permit must abide by statements in letter, Exhibit B, which is made part hereof for all purposes.
4. The special use permit shall comply with all fire code requirements including the location and treatment of the premises.
5. The special use permit shall comply with all rules and regulations of the Laredo Land Development Code Section 24-73: Oil and Gas Extraction & Production Specific use Zoning Overlay District and Permit Requirements.
6. The special use permit shall be subject to an annual inspection.
7. Lighting and operations to plug/abandon the Gas Unit (well) shall be screened to avoid adverse impact on adjacent residential neighborhoods.

8. All related operations to the plugging and abandonment of the existing well, shall be limited during the day to avoid adverse effect on the Residential neighborhood in the proximity of the area.

Attachments

Ordinance 2019-O-
Color Maps
Color Pictures
Exhibit A

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR OIL AND/OR GAS EXTRACTION AND PRODUCTION (PLUG/ABANDONMENT OF WELL), ON LOT 1, BLOCK 1, RIVERHILL COMMERCIAL SUBDIVISION, UNIT XIV, LOCATED AT 801 RIVERHILL LOOP; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for Oil and/or Gas Extraction and Production (Plug/Abandonment of a Well), on Lot 1, Block 1, Riverhill Commercial Subdivision, Unit XIV, located at 801 Riverhill Loop; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 20, 2019; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Special Use Permit; and,

WHEREAS, notice of the Special Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on August 5, 2019, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit for Oil and/or Gas Extraction and Production (Plug/Abandonment of a Well), on Lot 1, Block 1, Riverhill Commercial Subdivision, Unit XIV, located at 801 Riverhill Loop;

Section 2: The Special Use Permit is further restricted to the following provision here with adopted by the City Council:

1. The Special Use Permit is issued to Columbus Energy LLC, and is non-transferable.
2. The Special Use Permit is restricted to the specific location as per site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit must abide by statements in letter, Exhibit "B", which is made part hereof for all purposes.

4. The Special Use Permit shall comply with fire code requirements including the location and treatment of the premises.
5. The Special Use Permit shall comply with all rules and regulations of the Laredo Land Development Code Book Section 24-73: Oil and Gas Extraction and Production Specific use Zoning Overlay District and Permit Requirements.
6. The Special Use Permit shall be subject to an annual inspection.
7. Lighting and operations to plug/abandon the Gas Unit (Well) shall be screened to avoid adverse impact on adjacent residential neighborhoods.
8. All related operations to the plugging and abandonment of the existing well, shall be limited during the day to avoid adverse effect on the Residential neighborhood in the proximity of the area.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:,

A. A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:
   1. Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set in the Special Use Permit as approved by the City Council.

B. The activity authorized by the Special Use Permit commences prior to the institution of all conditions imposed by the Special Use Permit.

C. The use for which the special use for a period of six (6) consecutive months of the effective date of the Special Use Permit.
   1. An extension of up to six months may be granted, for good cause shown, by the Building Development Services Director upon petition of the SUP holder.

D. The use of which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Special Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of Special Use Permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Special Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

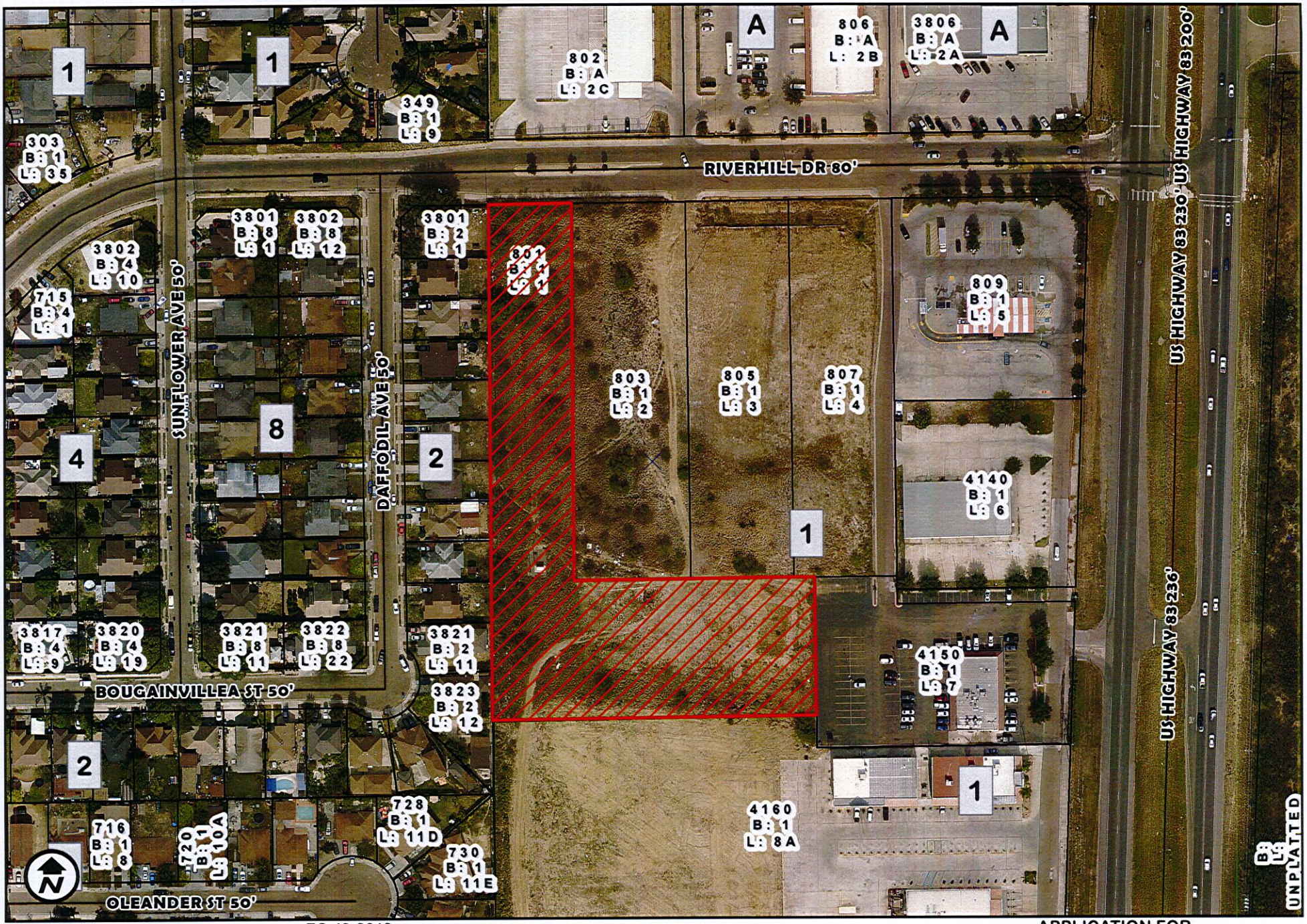
_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

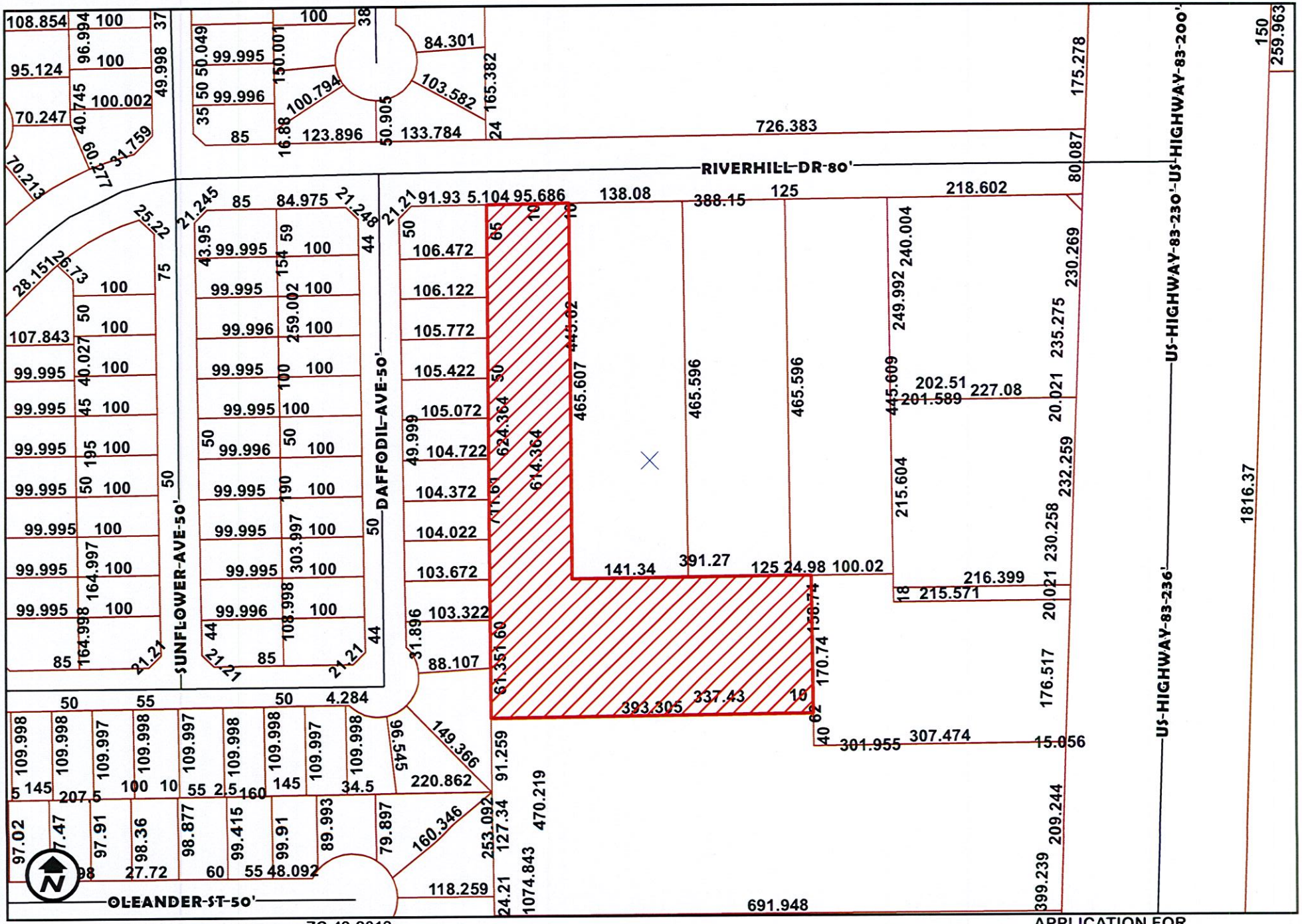


AERIAL MAP

1 inch = 150 feet

ZC-49-2019
COUNCIL DISTRICT 3
801 RIVERHILL

APPLICATION FOR
GAS WELL
-> SUP(PLUG AND ABANDON)



DIMENSIONS MAP

1 inch = 150 feet

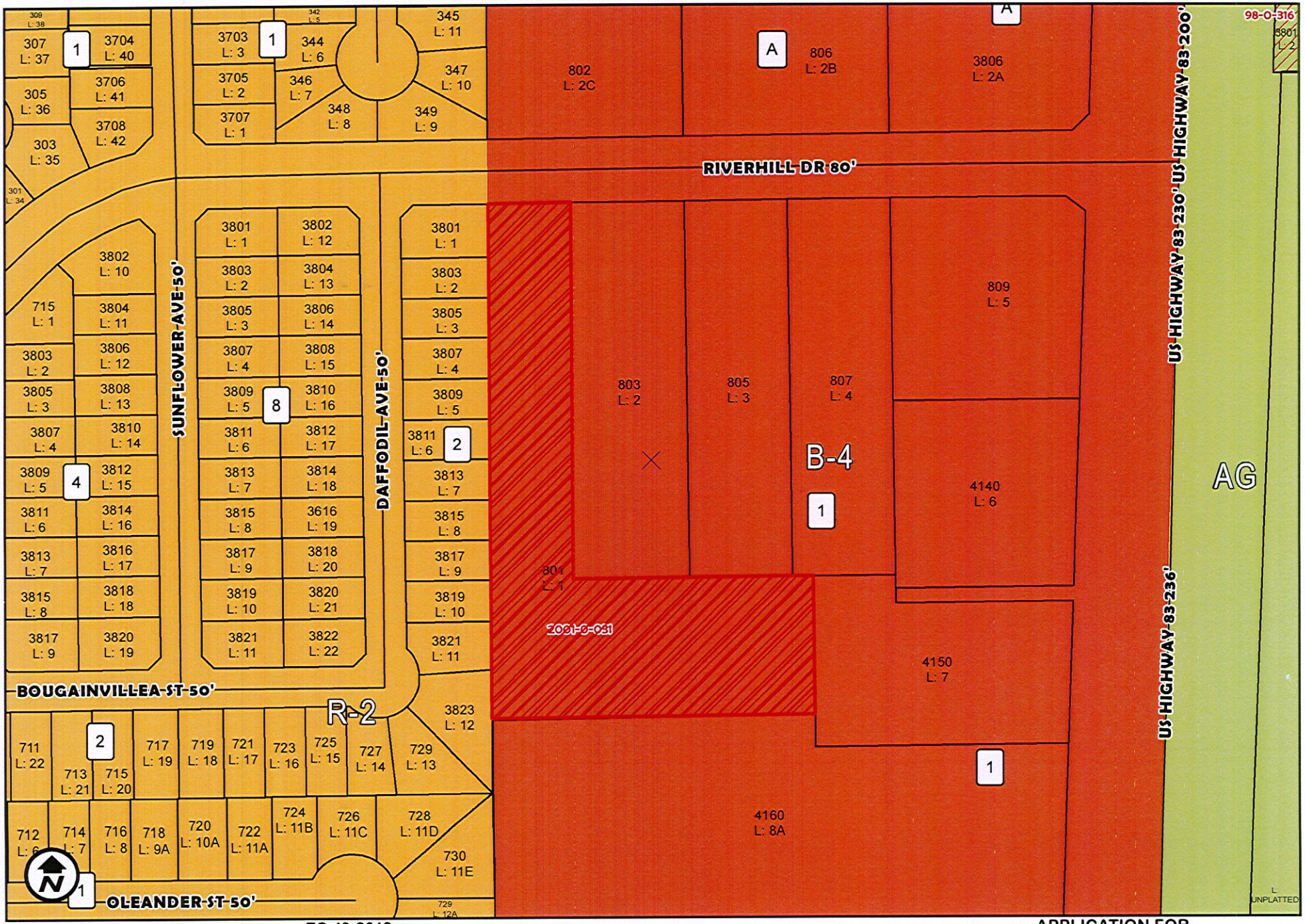
ZC-49-2019

COUNCIL DISTRICT 3

801 RIVERHILL

APPLICATION FOR GAS WELL

-> SUP(PLUG AND ABANDON)

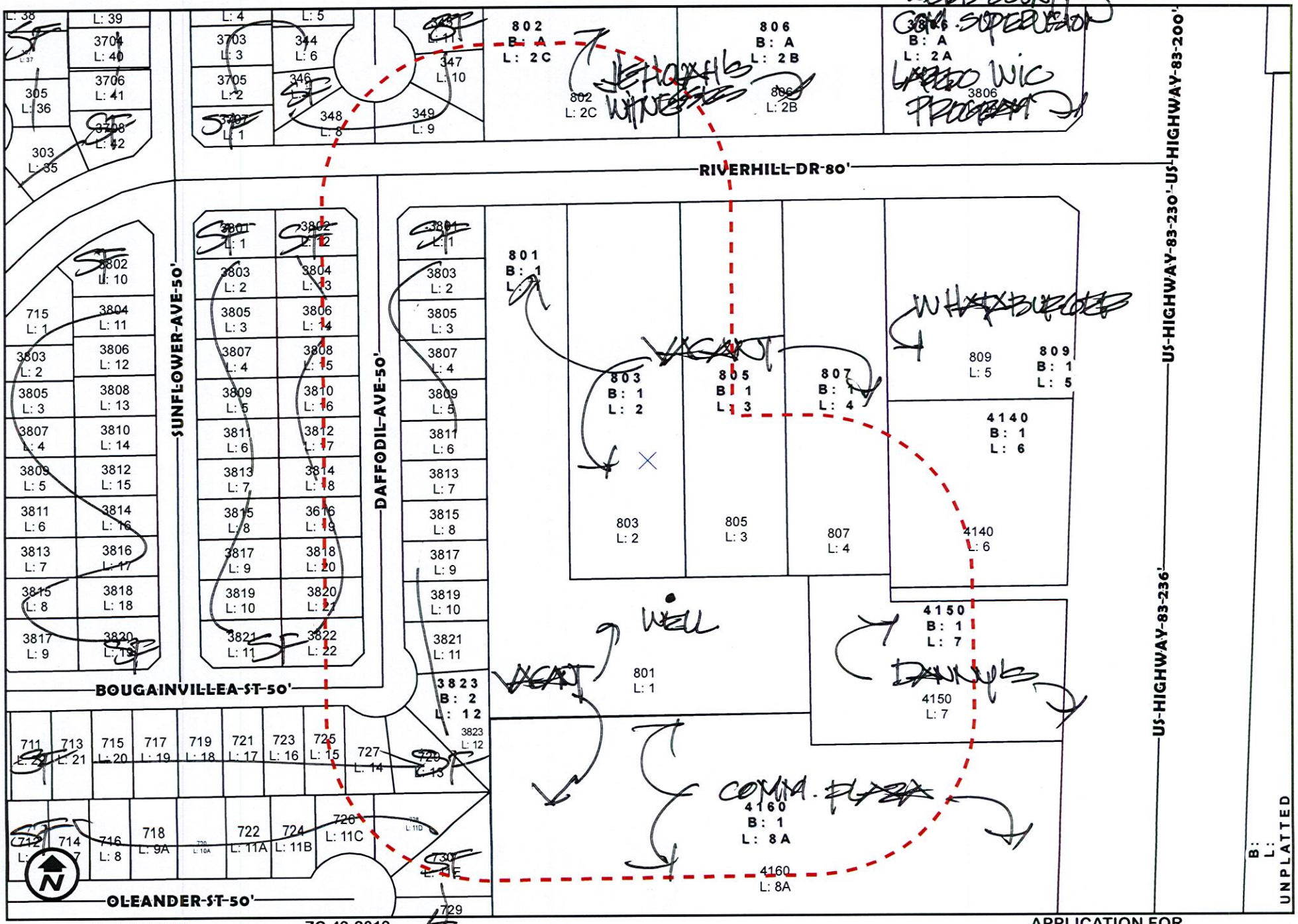


ZONING MAP

1 inch = 150 feet

ZC-49-2019
COUNCIL DISTRICT 3
801 RIVERHILL

APPLICATION FOR
GAS WELL
-> SUP(PLUG AND ABANDON)

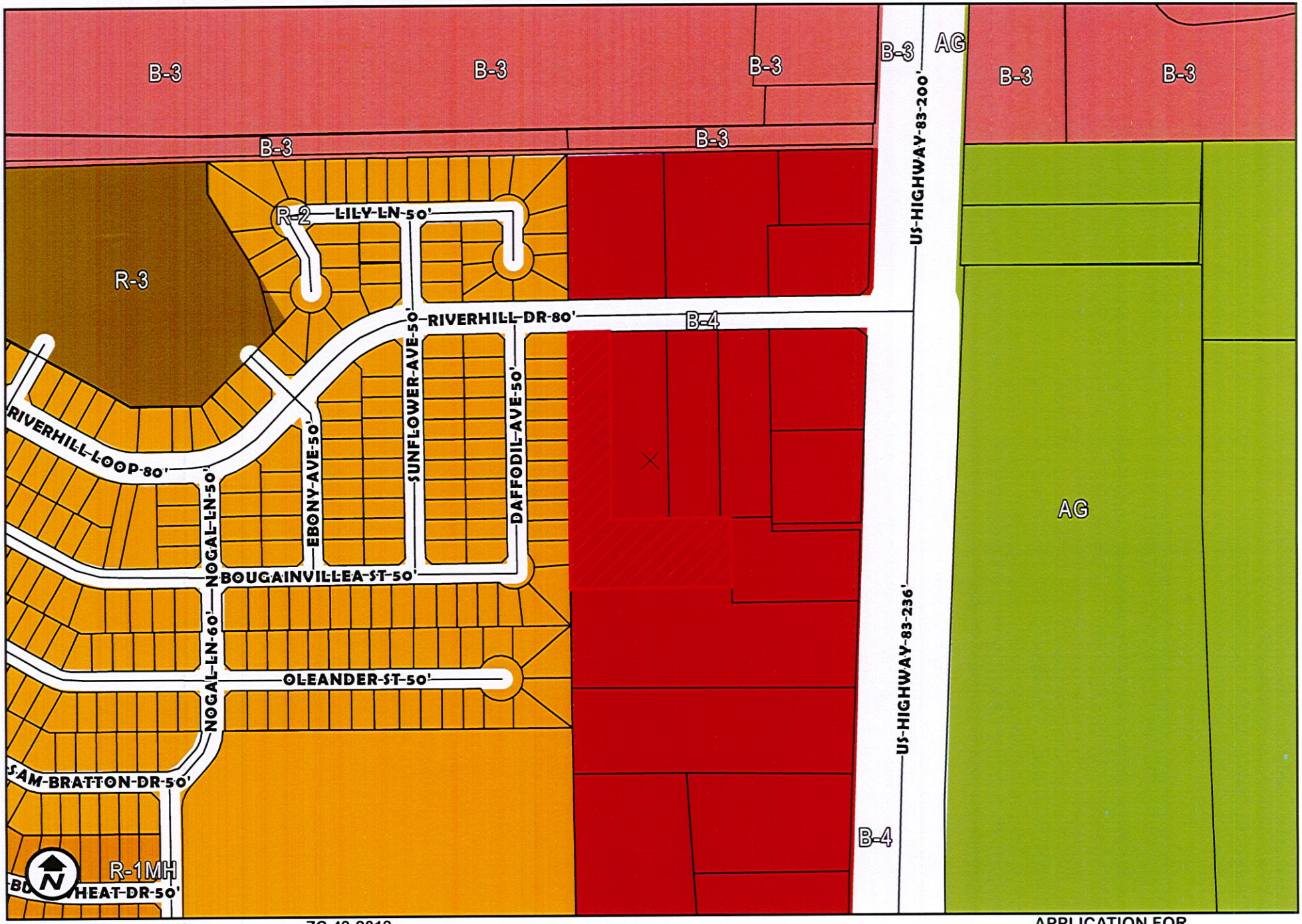


SURVEY MAP

1 inch = 150 feet

ZC-49-2019
COUNCIL DISTRICT 3
801 RIVERHILL

APPLICATION FOR
GAS WELL
-> SUP(PLUG AND ABANDON)

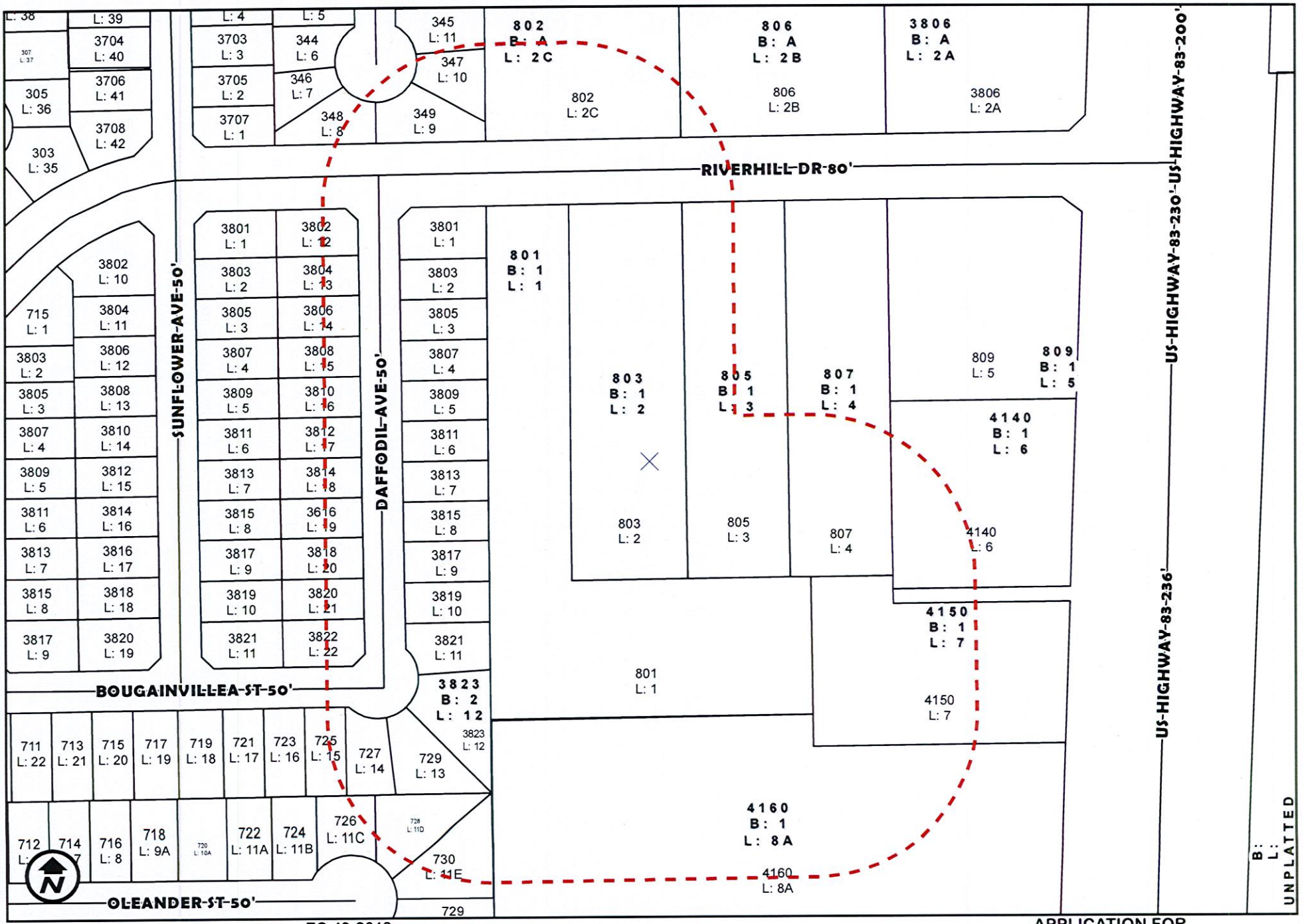


ZONING OVERVIEW

1 inch = 300 feet

ZC-49-2019
COUNCIL DISTRICT 3
801 RIVERHILL

APPLICATION FOR
GAS WELL
-> SUP(PLUG AND ABANDON)

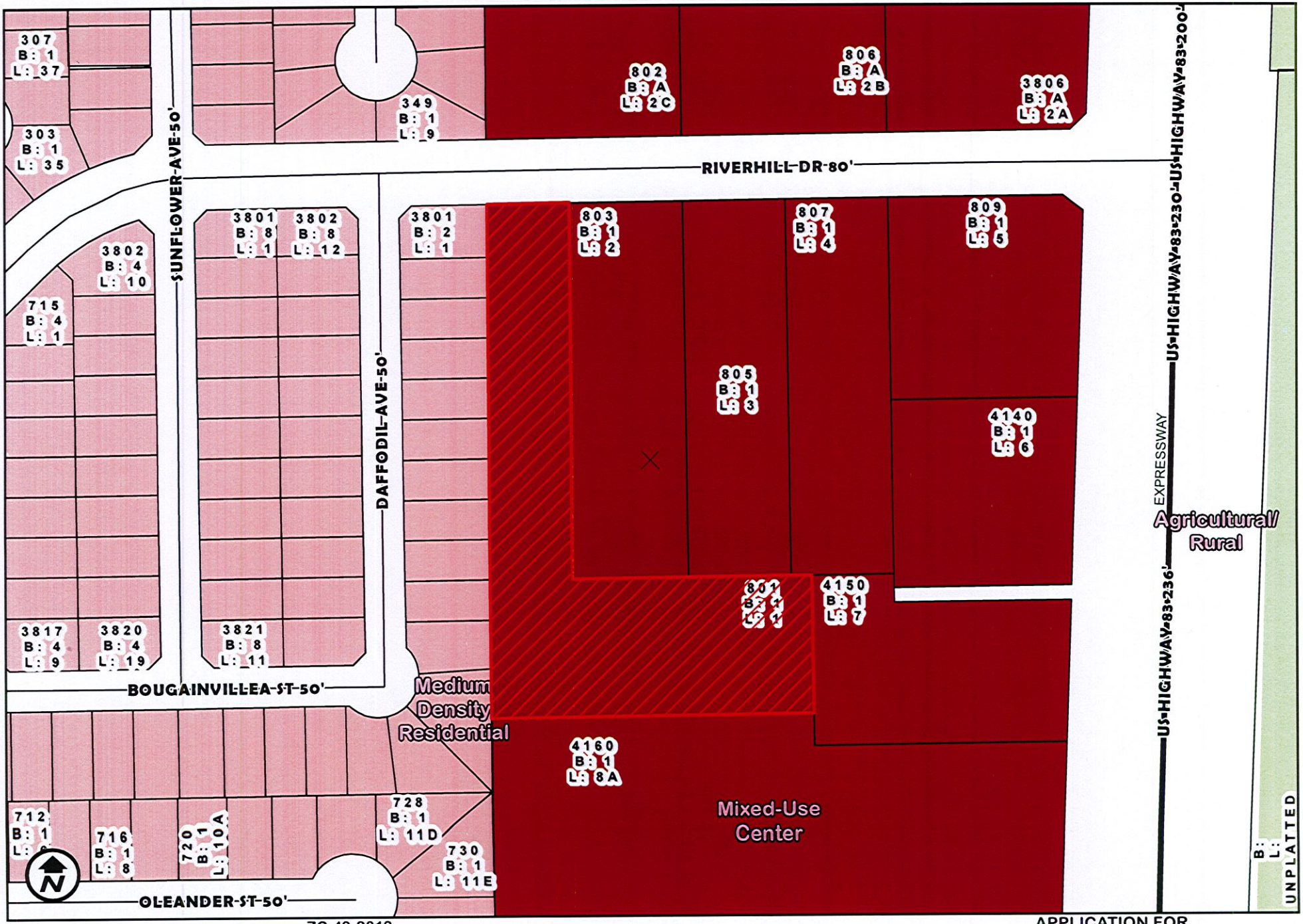


200' NOTIFICATION

1 inch = 150 feet

ZC-49-2019
COUNCIL DISTRICT 3
801 RIVERHILL

APPLICATION FOR
GAS WELL
-> SUP(PLUG AND ABANDON)



FUTURE LANDUSE MAP

1 inch = 150 feet

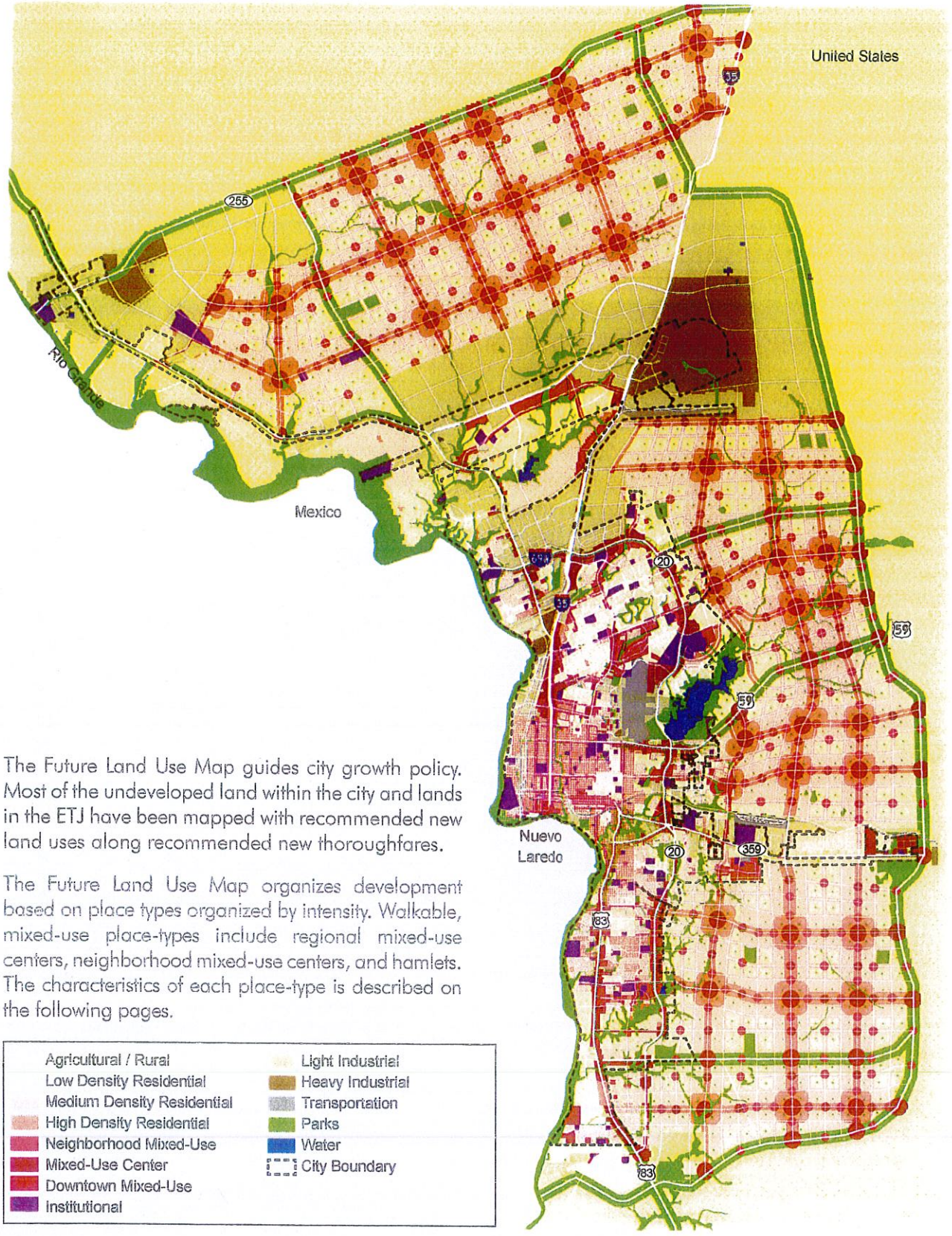
ZC-49-2019

COUNCIL DISTRICT 3

801 RIVERHILL

APPLICATION FOR GAS WELL -> SUP(PLUG AND ABANDON)

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

- Agricultural / Rural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Mixed-Use
- Mixed-Use Center
- Downtown Mixed-Use
- Institutional
- Light Industrial
- Heavy Industrial
- Transportation
- Parks
- Water
- City Boundary

Land Use Equivalents Chart

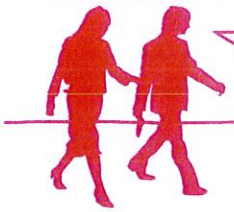
New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.
** Land uses allowed under a B4 are allowed with the exception of the following uses***:

Farms, General (Crops & Livestock)
Farms, General (Livestock/Ranch)
Bulk Grain And/Or Feed Storage
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.

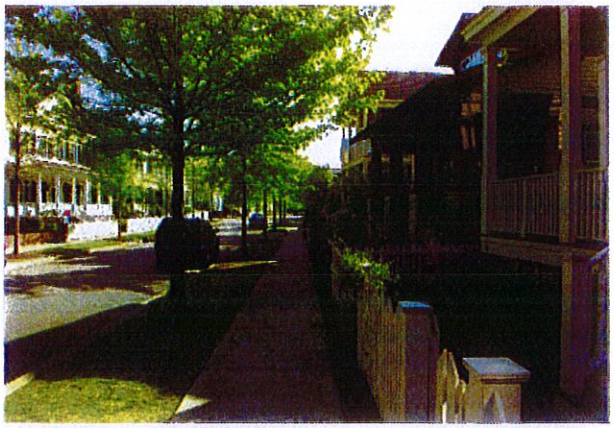
Create incentives for job creation, economic development, and alternative land development options (higher and lower density).

Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

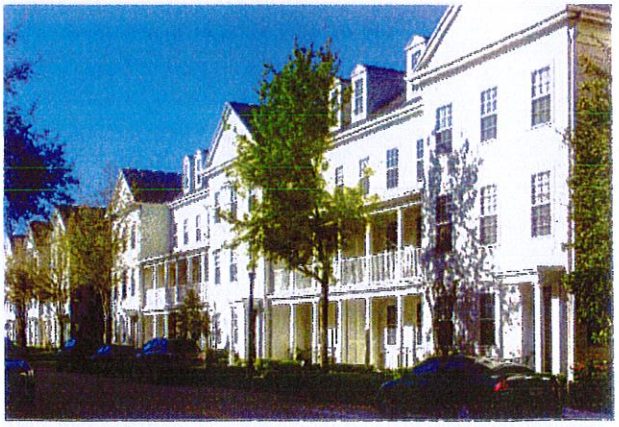
Neighborhoods are generally made up of residential and mixed-use designations:

- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.



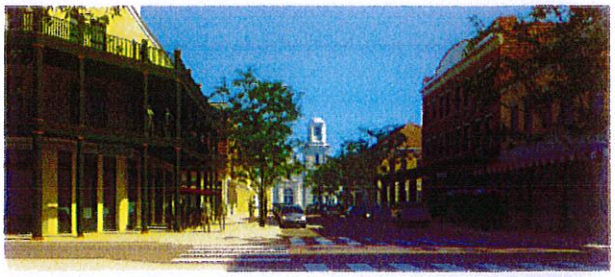
Low Density Residential

Medium Density Residential



High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

ZC-49-2019
801 Riverhill Loop
B-4 to SUP for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well)
Gas Unit Ervin # 1A

ZC-49-2019
801 Riverhill Loop
B-4 to SUP for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well)
Gas Unit Ervin # 1A

ZC-49-2019
801 Riverhill Loop
B-4 to SUP for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well)
Gas Unit Ervin # 1A

ZC-49-2019
801 Riverhill Loop
B-4 to SUP for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well)
Gas Unit Ervin # 1A

ZC-49-2019
801 Riverhill Loop
B-4 to SUP for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well)
Gas Unit Ervin # 1A

ZC-49-2019
801 Riverhill Loop
B-4 to SUP for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well)
Gas Unit Ervin # 1A

Ervin #1A - API: 4247935554

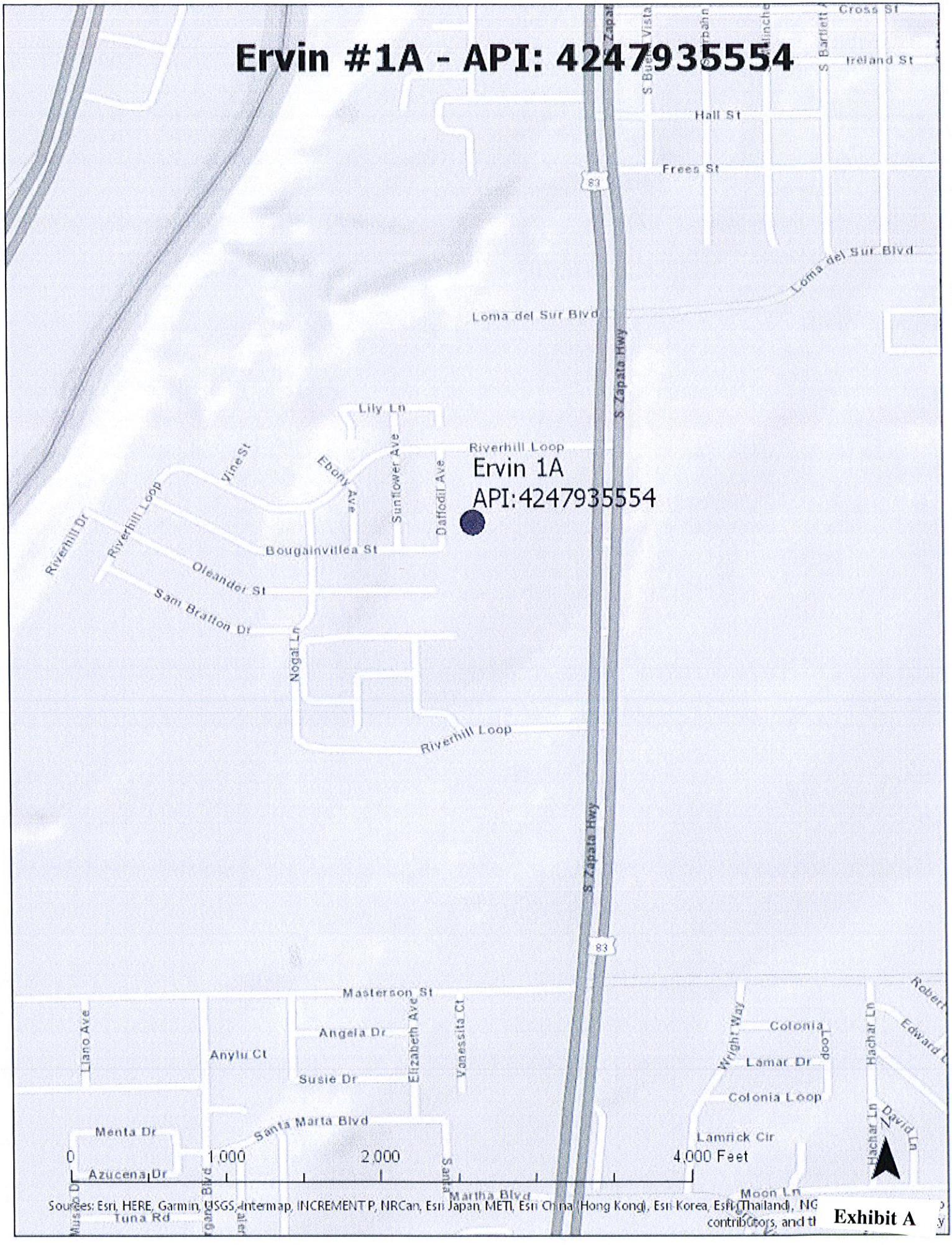


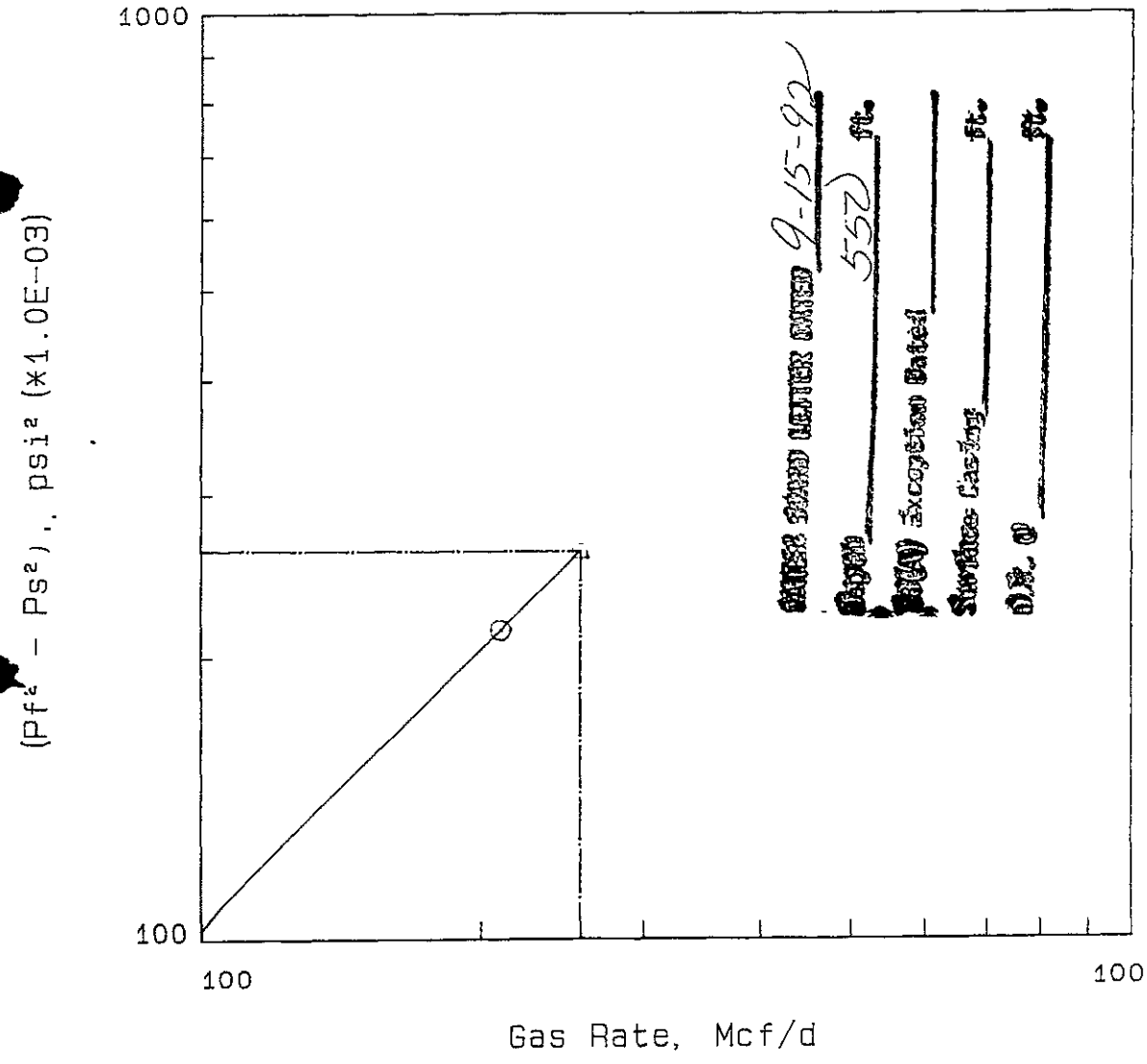
Exhibit A

Columbus Energy Corp.

Lease : Ervin
Well No.: 1-U
Field : ------

County : Webb
Test Date : 02/08/93
RRC District: 4

Gas Deliverability Plot



Single Point BPT Data

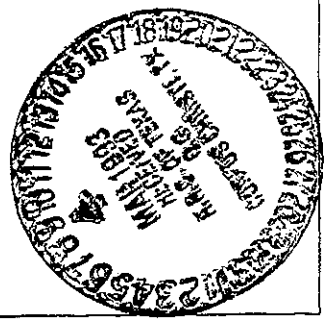
Point	Rate, Mcf/d	BHP, PsiA	(Pf² - Ps²), psi2 (*1.0E-03)
SI	0	512	------
1	210	218	215
AOF	256	15	262

DELIVERABILITY RESULTS

DELIVERABILITY LINE: Drawn through the point corresponding to the top rate at a 45.0 degree angle.

ANGLE.....: θ = 45.0 degrees
EXPONENT.....: n = 1.0000
PERFORMANCE COEF: C = 0.9785 (Mcf/d)/psi²
LINE EQUATION...: Q = C(Pf² - Ps²)ⁿ
AOF.....: 256 Mcf/d

Certified by: _____
Operator



RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

READ INSTRUCTIONS ON BACK

GAS WELL CLASSIFICATION REPORT

Form G-5
Rev. 01/01/86

1. OPERATOR NAME (Exactly as shown on Form P-5 Organization Report)	3. RRC DISTRICT NO.	4. OIL LEASE NO. OR GAS WELL ID NO.
Columbus Energy Corp.	4	
2. MAILING ADDRESS	**5. WELL NO.**	**6. API NO.**
Lincoln Center Building 1660 Lincoln Street, Suite 2400 Denver, Colorado 80264	1-U	42- 47935554
	7. COUNTY OF WELL SITE	
	Webb	

8. FIELD NAME (as per RRC Records)	9. LEASE NAME
Laredo, S. (Queen City)	Ervin
10. LOCATION (Section, Block, and Survey)	**11. PIPELINE CONNECTION OR USE OF GAS**
Jose Miguel Diaz Por 35	*Valero*

I. PRODUCTION TEST AT RATE ELECTED BY OPERATOR (data on 24-hour basis)

A. Date of Test 02/08/93

B. Gas Volume 210 (Mcf)

C. Oil or Condensate Volume 0.00 (Bbl)

D. Water Volume 0.00 (Bbl)

E. Gas/Liquid Hydrocarbon Ratio Dry (Cf/Bbl)

F. Flowing Tubing Pressure 212 (psia)

G. Choke Size Adj. (in.)

H. Casing Pressure Sealed (psia)

I. Shut-in Wellhead Pressure-Tubing 500 (psia)

J. Separator Operating Pressure 210 (psia)

K. Color of Stock Tank Liquid ---

L. Gravity of Separator Liquid --- °API

M. Gravity of Stock Tank Liquid NA °API

N Specific Gravity of the Gas (Air = 1) .580

II. A.S.T.M. DISTILLATION OF LIQUID SAMPLE. Distillation test is required for gas wells ONLY if the producing gas-liquid hydrocarbon ratio is less than 100,000 CF/barrel.

Date Liquid Sample Obtained Not Required

Where Obtained: ☐ Separator ☐ Stock Tank

% Over	Temp. (deg. F)	% Over	Temp. (deg. F)
Initial Boiling Temp.		60	
10		70	
20		80	
30		90	
40		95	
50		End Point	

Total Recovery _____ percent

Residue _____ percent

Loss _____ percent

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete to the best of my knowledge.

D. T. Stogner, Jr.
NAME (Type or Print)

D. T. Stogner Jr.
SIGNATURE

Operations Manager
TITLE

3/4/93
DATE

(303) 861-5252
CONTACT PERSON PHONE NUMBER

RRC USE ONLY

MAR 1993
RECEIVED
R.R.C. OF TEXAS
O.G.
CORPUS CHRISTI, TX

▶ Return each W-1 with plat and $100 00 fee. Make a check or money order payable to the State Treasurer of Texas. Address to:
Railroad Commission of Texas
Oil and Gas Division, Drilling Permits
P. O. Drawer 12967, Capitol Station
Austin, Texas 78711
▶ File a copy of W-1 and plat in RRC District Office

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Application for Permit to Drill, Deepen, Plug Back, or Re-Enter

▶ Read Instructions on Back

Form W-1
Rev 9/1/83
483-060

Purpose of filing (mark appropriate boxes):
☐ Drill ☐ Deepen (below casing) ☐ Deepen (within casing) ☐ Plug Back ☐ Re-Enter
☐ Directional Well ☐ Sidetrack ☒ Amended Permit (enter permit no at right & explain fully in Remarks)

Enter here, if assigned:
API No ▶ 42- 479 35554
Permit No ▶ 402139
Rule 37 Case No ▶

1. Operator's Name (exactly as shown on Form P-5, Organization Report): Columbus Energy Corp.
3. RRC Operator No: 169309
4. RRC District No: 4
5. County of Well Site: Webb

2. Address (including city and zip code): 1660 Lincoln Street, Suite 2400
Denver, Colorado 80264
1-26-93
962051

6. Lease Name (32 spaces maximum): Ervin
7. RRC Lease/ID No:
8. Well No: 1
9. Total Depth: 7000

10. Location: Jose Miguel Diaz, Por. 35
• ~~Section~~ ~~Block~~ Survey _____ Abstract No A- 546
• This well is to be located 0 miles in a _____ direction from Laredo which is the nearest town in the county of the well site

11. Distance from proposed location to nearest lease or unit line: 467 ft
12. Number of contiguous acres in lease, pooled unit, or unitized tract: 86.45 (OUTLINE ON PLAT)

Wildcat 1/28/93

13. FIELD NAME (Exactly as shown on RRC proration schedule). List all established and wildcat zones of anticipated completion. Attach additional Form W-1's as needed to list these zones. One zone per line.	14. Completion depth	15. Spacing pattern (ft.)	16. Density pattern (acres)	17. Number of acres in drilling unit for this well OUTLINE ON PLAT	18. Is this acreage assigned to another well on this lease & in this reservoir? If so, explain in Remarks	19. Distance from proposed location to nearest applied for, permitted, or completed well, this lease & reservoir (ft.)	20. Oil, gas, or other type well (Specify)	21. No. of applied for, permitted, or completed locations (including this one) on lease in this reservoir. OIL	GAS
Laredo, S. (Queen City) 52033370	1100	467/1200	40	40	No	None	Gas	0	1
Clark Ranch (Wilcox C) 18612550	4650	467/1200	40	40	No	None	Gas	0	1

Wildcat

22. Perpendicular surface location from two nearest designated lines
• Lease/Unit 500' FNL & 467' FEL of Ervin Lease
• Survey/Section 920' FSL & 2950' ~~FWL of Porcion 35~~

If a directional well, show also projected bottom-hole location
• Lease/Unit
• Survey/Section

23. Is this a pooled unit?
Yes ☐ ▶ (Attach Form P-12 and certified plat.) No ☒

24. Is Item 17 less than Item 16 (substandard acreage for any field applied for)?
Yes ☐ ▶ (Attach Form W-1A) No XX

25. Is this wellbore subject to Statewide Rule 36 (hydrogen sulfide area)? Yes ☐ No ☒
If subject to Rule 36, is Form H-9 filed? Yes ☐ No ☐ ▶ If not filed, explain in Remarks

26. Do you have the right to develop the minerals under any right-of-way that crosses, or is contiguous to, this tract? Yes ☒ No ☐
If not, and if the well requires a Rule 37 or 38 exception, see Instructions for Rule 37

Remarks
Amended permit is being filed to change field names

I certify that information stated in this application is true and complete, to the best of my knowledge.
D. T. Stogner
Signature
D. T. Stogner, Jr.
Operations Manager
Name and title of operator's representative
Date 1 21 93 (mo day yr)
Tel 303 861-5252 (Area Code Number)

150
208363 JAN 2693

• RRC Use Only •
402139

MAPPING

42-479-35554

Instructions to Form W-1

A. IMPORTANT: Do not begin drilling operations on any location until you receive a drilling permit from the Commission, and the waiting-clause period, if specified in the permit, has ended.

B. **Organization Report.** Before this application can be processed, a **Form P-5**, Organization Report, showing the exact operator name used on Form W-1, must be on file with the Commission in Austin.

C. **Fee.** With each W-1 application or materially amended W-1 application, the applicant must submit to the Commission in Austin a fee of $100.00. A check or money order must be made payable to the State Treasurer of Texas. This fee is nonrefundable. An application will be considered materially amended if the amendment requires the issuance of a new permit. A materially amended application includes an application in which an additional field or a change in location or field is sought for a previously permitted well. However, if a new application and/or permit becomes necessary because of Commission action, the $100.00 fee may be waived.

D. **Surface casing.** Before the Commission will assign an allowable to a well, the operator must set and cement sufficient surface casing to protect all usable-quality water strata, as defined by the Texas Department of Water Resources. Before drilling a well where Commission rules do not specify surface casing requirements, the operator must obtain a letter from the Department stating the protection depth. Write: TDWR, Surface Casing, P. O. Box 13087, Capitol Station, Austin, Texas 78711.

E. **What to file.** File Form W-1, a plat, and the $100.00 fee in the Commission's Austin office (the address appears on the front of this form). Send a copy of the W-1 and plat to the RRC District Office that serves the county of the proposed well site.

F. **Plat.** Each W-1 must be accompanied by a neat, accurate plat of the lease or unit which clearly shows the following:

For a REGULAR location (where the proposed site conforms to Commission rules)

- Drilling unit boundary for the proposed location and proration unit boundaries for each producing well on this lease or unit which is completed in the same field. Show the acreage contained in each unit. For Commission purposes, lease or unit acreage must be contiguous unless an exception to Statewide Rule 39 is granted. If a Rule 39 exception has previously been granted for the lease or unit, **attach a copy of the RRC approval.**
- Surface location of the proposed site. If the well is to be directionally drilled, show also the projected bottom-hole location.
- Perpendicular distance to nearest intersecting: (a) lease/unit lines and (b) survey/section lines. To avoid confusion, distinguish between the two sets of lines.
- Distance to nearest applied for, permitted, or completed well on this lease or unit in the same field.
- Section, block, or lot.
- Northerly direction.
- Scale. Where the size of the lease or unit will allow, use a scale of 1" = 1,000'. If it is not practical to show the entire lease or unit on the plat, attach a second plat, drawn to a scale no smaller than 1" = 2,000', to show the entire lease or unit in relation to the patent survey. Enter on Form W-1 (Item 12) the acreage for the entire lease or unit.
- On a pooled unit, outline the entire lease or unit as well as the individual tracts listed on Form P-12, Certificate of Pooling Authority.

For a RULE 37 or RULE 38 Exception (where spacing or acreage is less than prescribed by rule)

- A **certified** plat of the entire lease or unit which includes the information described above; and
- A list of the names and addresses of all offsetting operators or unleased mineral interest owners of each tract which is contiguous to the drill site tract. If you do not have the right to develop the minerals under any right-of-way that crosses, or is contiguous to, this tract, and if the well requires a Rule 37 or 38 exception, list also the name and address of the person who has this right. The list should refer to the plat clearly so as to enable the Commission to readily identify each tract and its operator or mineral owner.

  NOTE: If you penetrate a Rule 37 or 38 zone in which you do not propose to complete at this time, you will not necessarily be allowed to use the existence of this wellbore as justification for an exception to complete this wellbore in such zone in the future.

G. **Specific Items.**

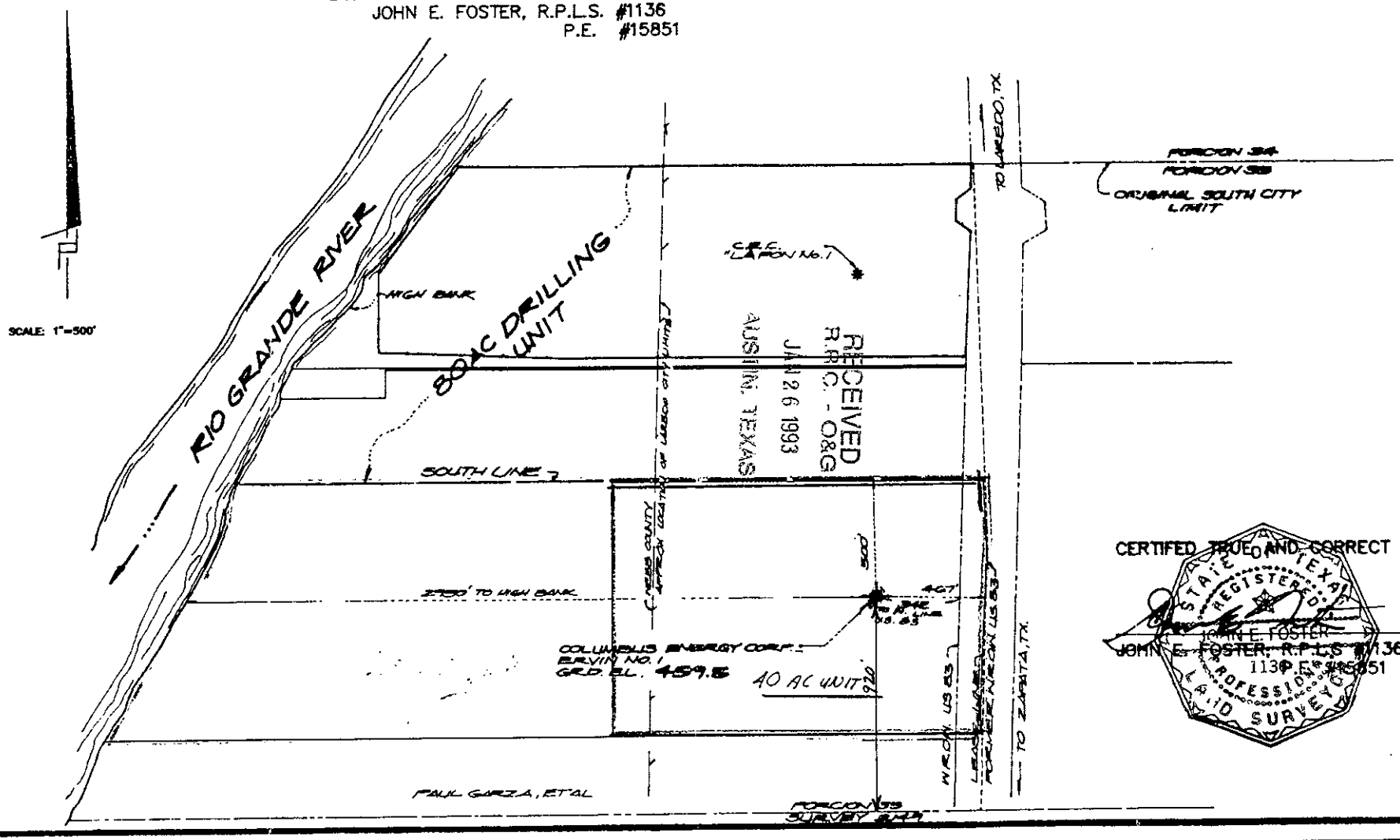
Item 13. **Field name.** Use only field designations, including reservoir, approved by the Commission (not proposed field names). Enter "Wildcat" if the reservoir has no RRC field designation and give the total projected depth under "Completion Depth." If the well is to be drilled in a multi-pay area, list all established and wildcat zones for which a completion is proposed. If necessary, attach additional Form W-1's to list these zones.

Item 15. **Spacing pattern.** If the proposed location of the well is in a field with special field rules, enter the appropriate spacing pattern. If there are no field rules in effect, Statewide Rule 37 spacing applies. Rule 37 requires wells to be spaced at least 467 feet from lease lines and 1,200 feet from other wells completed in the same reservoir and on the same lease, with one well to each 40 acres. However, if the proposed location is in RRC Districts 7B, 9, or in McCulloch County (District 7C), and in a field with no special field rules adopted, a district (or county regular) rule will apply, with special spacing and depth controls for wells drilled to 5,000 feet or above.

Item 16. **Density pattern.** If the proposed location is in a field with special field rules, enter the appropriate density pattern. If there are no field rules in effect, Statewide Rules 37 and 38 apply, allowing one well to each 40 acres. However, if the proposed location is in RRC Districts 7B, 9, or in McCulloch County (District 7C), and in a field with no special field rules adopted, the special spacing and depth controls in Rule 38(b) govern density.

LOCATION PLAT
OF
COLUMBUS ENERGY CORP.– ERVIN NO.1, PORCION 35 CITY OF LAREDO, WEBB COUNTY, TEXAS.

SURVEYED : JULY 30, 1992
BY: FOSTER ENGINEERING COMPANY
JOHN E. FOSTER, R.P.L.S. #1136
P.E. #15851



CERTIFED TRUE AND CORRECT

STATE OF TEXAS
REGISTERED
JOHN E. FOSTER
1136
PROFESSIONAL
LAND SURVEYOR

JOHN E. FOSTER, R.P.L.S. #1136
1139 P.E. #15851

ID # 14329

W-1 COMPLIANCE CERTIFICATION

FORM W-1C

9/1/91

Railroad Commission of Texas
Oil and Gas Division
P. O. Box 12967
Austin, Texas 78711-2967

Reference: TNRC 91.110

ATTACH TO DRILLING PERMIT APPLICATION

WHEN TO FILE: A Form W-1C, "W-1 Compliance Certification," is to accompany any filing of Form W-1, "Application for Permit to Drill, Deepen, Plug Back, or Re-Enter." This includes initial and materially amended applications. The W-1C is attached only to the W-1 filed with Austin; a copy does not have to be attached to the W-1 copy filed with the district office.

This certification is binding on the named organization. Failure to file the W-1C will delay approval of the W-1 application. Filing a false statement may be a violation of TNRC 91.143 and may also subject a permit to denial or revocation.

VIOLATION means non-compliance with Title 3, TNRC or a Commission rule, order, license, permit, or certificate that relates to safety or the prevention or control of pollution.

OUTSTANDING FINAL ORDERS. An organization has an outstanding final order against it if:

- a Commission order finding a violation has been entered and all appeals have been exhausted; or
- the Commission and the organization have entered into an agreed order relating to an alleged violation;

AND

(1) the conditions that constituted a violation have not been corrected;

(2) all administrative, civil, and criminal penalties relating to any conditions constituting a violation have not been paid; and

(3) all reimbursements of costs and expenses assessed by the Commission to be collected in relation to any conditions constituting a violation have not been collected.

CERTIFICATION STATEMENT: I certify:

(1) that the applicant organization named below has no outstanding final orders against it; and

(2) that no owner of more than 25 percent ownership interest, officer, director, general partner, or trustee of the applicant organization named below has within the last five years held a position of ownership or control in any organization (including the named organization) that has an outstanding final Commission order against it relating to a violation, during that period of ownership or control.

Columbus Energy Corp. — organization name

D. T. Stogner — representative's signature

D. T. Stogner, Jr. — representative's name (print or type)

Operations Manager — representative's title

(303) 861-5252 — phone number with area code

January 21, 1993 — date

RECEIVED
R.R.C. - O&G
JAN 26 1993
AUSTIN, TEXAS

Form W-1
Rev. 9/1/91

▶ Return each W-1 with plat, applicable fee, and "W-1 Compliance Certificate" (W-1c). Make a check or money order payable to the State Treasurer of Texas

▶ Address to
Railroad Commission of Texas
Oil and Gas Division, Drilling Permits
P. O. Box 12967
Austin, Texas 78711-2967

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Application for Permit to Drill, Deepen, Plug Back, or Re-Enter

▶ File a copy of W-1 and plat in RRC District Office ▶ Read Instructions on Back

EFFECTIVE SEPT. 1, 1991, PERMIT APPLICATION FEE WILL VARY ACCORDING TO THE TOTAL DEPTH SHOWN IN ITEM NO. 9 BELOW.
0-2000' - $100, 2001' - 4000' - $125
4001' - 9000' - $150 9001' or deeper - $200

Purpose of filing (mark appropriate boxes):
[X] Drill [ ] Deepen (below casing) [ ] Deepen (within casing) [ ] Plug Back [ ] Re-Enter
[ ] Horizontal [ ] Directional Well [ ] Sidetrack [ ] Amended Permit (enter permit no. at right & explain fully in Remarks)

Enter here, if assigned: API No. 42-479-35554 Permit No.

1. Operator's Name (exactly as shown on Form P-5, Organization Report): Columbus Energy Corp. 8/10/92
3. RRC Operator No.: 169309
4. RRC District No.: 4
5. County of Well Site: Webb
Rule 37 Case No.:

2. Address (including city and zip code): 1660 Lincoln St., Suite 2400, Denver, CO 80264 963051
6. Lease Name (32 spaces maximum): Ervin
7. RRC Lease/ID No.:
8. Well No.: 1
9. Total Depth: 7000

10. Location
• Section xxxxxxxxxxxx Block xxxxx Survey Jose Miguel Diaz, Por 35 Abstract No. A-546
• This well is to be located ____ miles in a ____ direction from ____, which is the nearest town in the county of the well site.

11. Distance from proposed location to nearest lease or unit line: 467 ft.
12. Number of contiguous acres in lease, pooled unit, or unitized tract: 86.45 (OUTLINE ON PLAT.)

13. FIELD NAME (Exactly as shown on RRC proration schedule). List all established and wildcat zones of anticipated completion. Attach additional Form W-1's as needed to list these zones. One zone per line. 17850 500	14. Completion depth	15. Spacing pattern (ft.)	16. Density pattern (acres)	17. Number of acres in drilling unit for this well. OUTLINE ON PLAT.	18. Is this acreage assigned to another well on this lease & in this reservoir? If so, explain in Remarks.	19. Distance from proposed location to nearest applied for, permitted, or completed well, this lease & reservoir. (ft.)	20. Oil, gas, or other type well (Specify)	21. No. of applied for, permitted, or completed locations (including this one) on lease in this reservoir. OIL	GAS
Rodriguez (Lobo 6)	6600	467/1200	40	40	No	None	Gas	0	1
Wildcat 8001	7000	467/1200	40	40	No	None	Gas	0	1

RECEIVED
R.R.C. - O&G
AUG 10 1992
AUSTIN, TEXAS

22. Perpendicular surface location from two nearest designated lines:
• Lease/Unit: 500' FNL & 467' FEL of Ervin Lease
• Survey/Section: 920' FSL & 2950' ~~FWL of Por 35~~

If a directional well, show also projected bottom-hole location:
• Lease/Unit:
• Survey/Section:

23. Is this a pooled unit? Yes [ ] ▶ (Attach Form P-12 and certified plat.) No [X]
24. Is Item 17 less than Item 16 (substandard acreage for any field applied for)? Yes [ ] ▶ (Attach Form W-1A) No [ ]
25. Is this wellbore subject to Statewide Rule 36 (hydrogen sulfide area)? Yes [ ] No [X] If subject to Rule 36, is Form H-9 filed? Yes [ ] No [ ] ▶ If not filed, explain in Remarks.
26. Do you have the right to develop the minerals under any right-of-way that crosses, or is contiguous to, this tract? If not, and if the well requires a Rule 37 or 38 exception, see Instructions for Rule 37. Yes [X] No [ ]

Remarks

I certify that information stated in this application is true and complete, to the best of my knowledge.
D.T. Stogner, Jr. / Operations Manager
Signature / Name and title of operator's representative
Date: 8 7 92 Tel.: 303 861-5252
mo. day yr. Area Code Number

RRC Use Only
Rec'd 4883 4884 216787 AUG 10 92
216788 AUG 10 92
402139

Instructions to Form W-1

NOTICE: A "W-1 COMPLIANCE CERTIFICATE" (FORM W-1c) MUST ACCOMPANY THIS PERMIT APPLICATION. THE W-1 APPLICATION CANNOT BE PROCESSED WITHOUT A FORM W-1c.

A. IMPORTANT: Do not begin drilling operations on any location until you receive a drilling permit from the Commission, and the waiting-clause period, if specified in the permit, has ended.

B. **Organization Report.** Before this application can be processed, a **Form P-5**, Organization Report, showing the exact operator name used on Form W-1, must be on file with the Commission in Austin.

C. **Fee.** With each W-1 application or materially amended W-1 application, the applicant must submit the applicable fee to the Commission in Austin. A check or money order must be made payable to the State Treasurer of Texas. This fee is nonrefundable. An application will be considered materially amended if the amendment requires the issuance of a new permit. A materially amended application includes an application in which an additional field or a change in location or field is sought for a previously permitted well. However, if a new application and/or permit becomes necessary because of Commission action, the fee may be waived.

D. **Surface casing.** Before the Commission will assign an allowable to a well, the operator must set and cement sufficient surface casing to protect all usable-quality water strata, as defined by the Texas Water Commission. Before drilling a well where Commission rules do not specify surface casing requirements, the operator must obtain a letter from the Department stating the protection depth. Write: TWC, Surface Casing, P. O. Box 13087, Capitol Station, Austin, Texas 78711-3087.

E. **What to file.** File Form W-1, a plat, the applicable fee, and "W-1 Compliance Certificate" (W-1c) in the Commission's Austin office. Send a copy of the W-1 and plat to the RRC District Office that serves the county of the proposed well site.

F. **Plat.** Each W-1 must be accompanied by a neat, accurate plat of the lease or unit which clearly shows the following:

For a REGULAR location (where the proposed site conforms to Commission rules)

- Drilling unit boundary for the proposed location and proration unit boundaries for each producing well on this lease or unit which is completed in the same field. Show the acreage contained in each unit. For Commission purposes, lease or unit acreage must be contiguous unless an exception to Statewide Rule 39 is granted. If a Rule 39 exception has previously been granted for the lease or unit, **attach a copy of the RRC approval.**
- Surface location of the proposed site. If the well is to be directionally drilled, show also the projected bottom-hole location.
- Perpendicular distance to nearest intersecting: (a) lease/unit lines and (b) survey/section lines. To avoid confusion, distinguish between the two sets of lines.
- Distance to nearest applied for, permitted, or completed well on this lease or unit in the same field.
- Section, block, or lot.
- Northerly direction.
- Scale. Where the size of the lease or unit will allow, use a scale of 1" = 1,000'. If it is not practical to show the entire lease or unit on the plat, attach a second plat, drawn to a scale no smaller than 1" = 2,000', to show the entire lease or unit in relation to the patent survey. Enter on Form W-1 (Item 12) the acreage for the entire lease or unit.
- On a pooled unit, outline the entire lease or unit as well as the individual tracts listed on Form P-12, Certificate of Pooling Authority.

For a RULE 37 or RULE 38 Exception (where spacing or acreage is less than prescribed by rule)

- A **certified** plat of the entire lease or unit which includes the information described above; and
- A list of the names and addresses of all offsetting operators or unleased mineral interest owners of each tract which is contiguous to the drill site tract. If you do not have the right to develop the minerals under any right-of-way that crosses, or is contiguous to, this tract, and if the well requires a Rule 37 or 38 exception, list also the name and address of the person who has this right. The list should refer to the plat clearly so as to enable the Commission to readily identify each tract and its operator or mineral owner.

  NOTE: If you penetrate a Rule 37 or 38 zone in which you do not propose to complete at this time, you will not necessarily be allowed to use the existence of this wellbore as justification for an exception to complete this wellbore in such zone in the future.

G. **Specific Items.**

Item 13. **Field name.** Use only field designations, including reservoir, approved by the Commission (not proposed field names). Enter "Wildcat" if the reservoir has no RRC field designation and give the total projected depth under "Completion Depth." If the well is to be drilled in a multi-pay area, list all established and wildcat zones for which a completion is proposed. If necessary, attach additional Form W-1's to list these zones.

Item 15. **Spacing pattern.** If the proposed location of the well is in a field with special field rules, enter the appropriate spacing pattern. If there are no field rules in effect, Statewide Rule 37 spacing applies. Rule 37 requires wells to be spaced at least 467 feet from lease lines and 1,200 feet from other wells completed in the same reservoir and on the same lease, with one well to each 40 acres. However, if the proposed location is in RRC Districts 7B, 9, or in McCulloch County (District 7C), and in a field with no special field rules adopted, a district (or county regular) rule will apply, with special spacing and depth controls for wells drilled to 5,000 feet or above.

Item 16. **Density pattern.** If the proposed location is in a field with special field rules, enter the appropriate density pattern. If there are no field rules in effect, Statewide Rules 37 and 38 apply, allowing one well to each 40 acres. However, if the proposed location is in RRC Districts 7B, 9, or in McCulloch County (District 7C), and in a field with no special field rules adopted, the special spacing and depth controls in Rule 38(b) govern density.

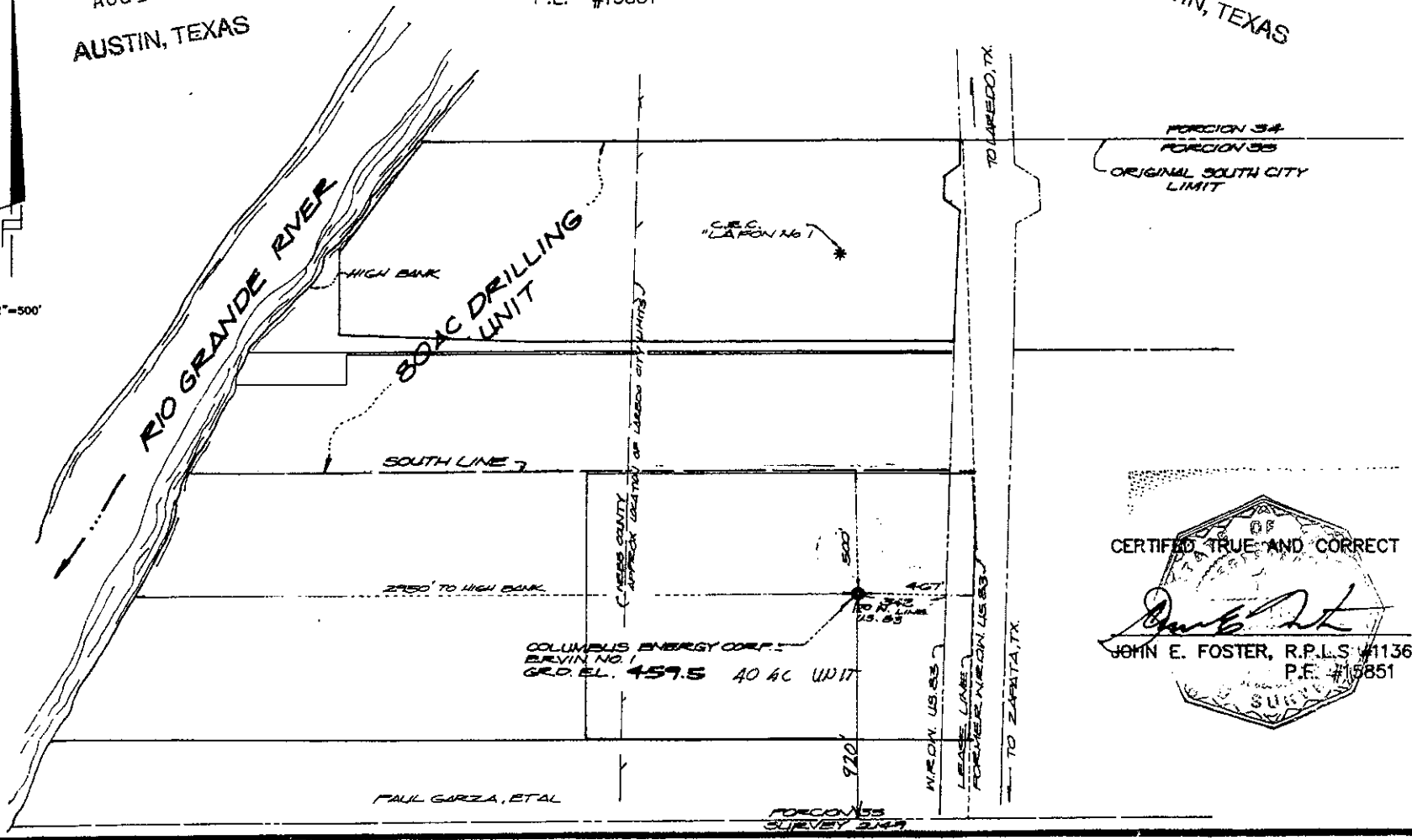
LOCATION PLAT
OF
COLUMBUS ENERGY CORP.– ERVIN NO.1, PORCION 35 CITY OF LAREDO, WEBB COUNTY, TEXAS

SURVEYED : JULY 30, 1992
BY: FOSTER ENGINEERING COMPANY
JOHN E. FOSTER, R.P.L.S. #1136
P.E. #15851

RECEIVED
R.R.C. - O&G
AUG 13 1992
AUSTIN, TEXAS

RECEIVED
R.R.C. - O&G
AUG 13 1992
AUSTIN, TEXAS

SCALE: 1"=500'



CERTIFIED TRUE AND CORRECT

JOHN E. FOSTER, R.P.L.S. #1136
P.E. #15851

SURVEY

+D# 14829

W-1 COMPLIANCE CERTIFICATION

FORM W-1C

9/1/91

Railroad Commission of Texas
Oil and Gas Division
P. O. Box 12967
Austin, Texas 78711-2967

Reference: TNRC 91.110

ATTACH TO DRILLING PERMIT APPLICATION

WHEN TO FILE: A Form W-1C, "W-1 Compliance Certification," is to accompany any filing of Form W-1, "Application for Permit to Drill, Deepen, Plug Back, or Re-Enter." This includes initial and materially amended applications. The W-1C is attached only to the W-1 filed with Austin; a copy does not have to be attached to the W-1 copy filed with the district office.

This certification is binding on the named organization. Failure to file the W-1C will delay approval of the W-1 application. Filing a false statement may be a violation of TNRC 91.143 and may also subject a permit to denial or revocation.

VIOLATION means non-compliance with Title 3, TNRC or a Commission rule, order, license, permit, or certificate that relates to safety or the prevention or control of pollution.

OUTSTANDING FINAL ORDERS. An organization has an outstanding final order against it if:

- a Commission order finding a violation has been entered and all appeals have been exhausted; or
- the Commission and the organization have entered into an agreed order relating to an alleged violation;

AND

(1) the conditions that constituted a violation have not been corrected;

(2) all administrative, civil, and criminal penalties relating to any conditions constituting a violation have not been paid; and

(3) all reimbursements of costs and expenses assessed by the Commission to be collected in relation to any conditions constituting a violation have not been collected.

CERTIFICATION STATEMENT: I certify:

(1) that the applicant organization named below has no outstanding final orders against it; and

(2) that no owner of more than 25 percent ownership interest, officer, director, general partner, or trustee of the applicant organization named below has within the last five years held a position of ownership or control in any organization (including the named organization) that has an outstanding final Commission order against it relating to a violation, during that period of ownership or control.

Columbus Energy Corp.
organization name

D. T. Stogner, Jr.
representative's signature

D. T. Stogner, Jr.
representative's name (print or type)

Operations Manager
representative's title

(303) 861-5252
phone number with area code

August 7, 1992
date

RECEIVED
AUG 10 1992
O&G
AUSTIN, TEXAS

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

JAMES E. (JIM) NUGENT, Chairman
MARY SCOTT NABERS, Commissioner
BARRY WILLIAMSON, Commissioner

DAVID M. GARLICK
Director
JAMES W. WALKER, JR.
Director,
Production Allocation
(512) 463-6838
FAX (512) 463-6955

1701 N. CONGRESS | P. O. BOX 12967 | AUSTIN, TEXAS 78711-2967

May 12, 1993

COLUMBUS ENERGY CORP #169309
1660 LINCOLN ST STE 2400
DENVER CO 80264

RE: MULTIPLE COMPLETION, Ervin Lease, Well Number 01, Field Name - Laredo, S. (Queen) & Clark Ranch (Wilcox C), Webb County, Texas

Dear Operator:

This will acknowledge receipt of electrical log, packer setting and/or cementing report, communication test and diagrammatic sketch which you have submitted in connection with the application for multiple completion on the above well.

Since you have complied with all provisions of Commission Order No. 20-29,541, dated May 19, 1954, and effective June 1, 1954, a formal multiple completion order will not be prepared in this case and the Commission hereby grants multiple completion authority for this well in the following reservoirs, effective April 23, 1993.

WELL CODE DESIGNATION	RESERVOIR	TYPE
#1U	Laredo, S. (Queen City) #52033-370	Gas Id. 144329
#1L	Clark Ranch (Wilcox) #18612-500	Gas Id. 144332

Sincerely,

Jim Melear

Jim Melear, Geologist
Production Allocation Engineer

JM:jc

cc District Office - Corpus Christi
Proration - 04 - Arlie Hubbard
File

DANGER
HIGH PRESSURE
GAS LINE
COLUMBUS ENERGY CORP.
(210) 722-5238

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 6/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER
Cobbs, Allen & Hall
2121 Sage Road Ste 145
Houston TX 77056

CONTACT NAME: Jenna Daniels
PHONE (A/C, No, Ext): 832-925-4966 FAX (A/C, No):
E-MAIL ADDRESS: jdaniels@cobbsallen.com
PRODUCER CUSTOMER ID: RIOGRAN-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyds of London	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rio Grande Exploration & Production, LLC
10000 Memorial Dr
Suite 790
Houston TX 77024

COVERAGES **CERTIFICATE NUMBER:** 971664708 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X PROPERTY CAUSES OF LOSS — DEDUCTIBLES BASIC — BUILDING X BROAD — CONTENTS SPECIAL — 2,500 EARTHQUAKE WIND FLOOD	UE1902	5/30/2019	5/30/2020	BUILDING X PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	$ $ 100,000 $ $ $ $ $ $ $
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY POLICY NUMBER				$ $ $ $
	CRIME TYPE OF POLICY					$ $ $
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$ $
						$ $

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as Loss Payee and Mortgagee on the Property policy where and to the extent required by written contract.
Oil Lease Property cover includes equipment included on attached schedule.

CERTIFICATE HOLDER

ZB, N.A. dba Amegy Bank
as Administrative Agent
1717 West Loop South
Houston TX 77027

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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EXECUTOR'S DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WEBB §

THAT WE, J. C. TREVINO, III and DIANA T. GARCIA, as Co-Independent Executors **of THE ESTATE OF J. C. TREVINO, JR., (deceased) and THE ESTATE OF ROSE ELLA TARVER TREVINO (collectively referred to herein as the "Estates" or "Grantor"),** do pursuant to the provisions of the Last Wills and Testament of J. C. Trevino, Jr. and Rose Ella Tarver Trevino have **GRANTED, TRANSFERRED AND CONVEYED,** and by these presents do **GRANT , TRANSFER AND CONVEY** unto **SOUTHERN 2, L.P., (a Texas Limited Partnership ("Grantee"),** whose mailing address is **6909 Springfield Avenue, Suite 200, Laredo, Webb County, Texas 78041** the following described real property ("Property") situated in Webb County, Texas, to-wit:

All of the Estates undivided fifty percent interest (50%) to the Surface Only of Lots Numbered One (1), Two (2), Three (3) and Four (4), in Block Number One (1), of the Riverhill Commercial Subdivision, Unit XVI, in the City of Laredo, Webb County, Texas, as per Plat thereof recorded in Volume 22, Page 78 of the Plat Records of Webb County, Texas.

TO HAVE AND TO HOLD THE PROPERTY, together with all and singular the rights and appurtenances belonging in any way to the Property, to Grantee, their, successors, heirs and assigns forever.

EXECUTED on this the 23 day of Dec, **2010.**

THE ESTATE OF J. C. TREVINO, JR.
(deceased)

By: _____
J. C. TREVINO, III
Co-Independent Executor

By: Diana T. Garcia
DIANA T. GARCIA
Co-Independent Executor

THE ESTATE OF ROSE T. TREVINO
(deceased)

By: _____
J. C. TREVINO, III
Co-Independent Executor

By: Diana T. Garcia
DIANA T. GARCIA
Co-Independent Executor

STATE OF TEXAS §

COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on the 23 day of Dec, **2010, by J. C. TREVINO, III, a Co-Independent Executor of the Estate of J. C. TREVINO, JR., (deceased).**

PATT LUGAR
Notary Public, State of Texas
My Commission Exp. 01-16-2014

Patt Lugar
Notary Public, State of Texas

Volume 3029 Page 131

STATE OF TEXAS §

COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on the 23 day of Dec, **2010**, by **DIANA T. GARCIA, a Co-Independent Executor of the Estate of J. C. TREVINO, JR., (deceased).**

PATT LUGAR
Notary Public, State of Texas
My Commission Exp. 01-16-2014

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF WEBB §

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My Commission Exp. 01-16-2014

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF WEBB §

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PATT LUGAR
Notary Public, State of Texas
My Commission Exp. 01-16-2014

Notary Public, State of Texas

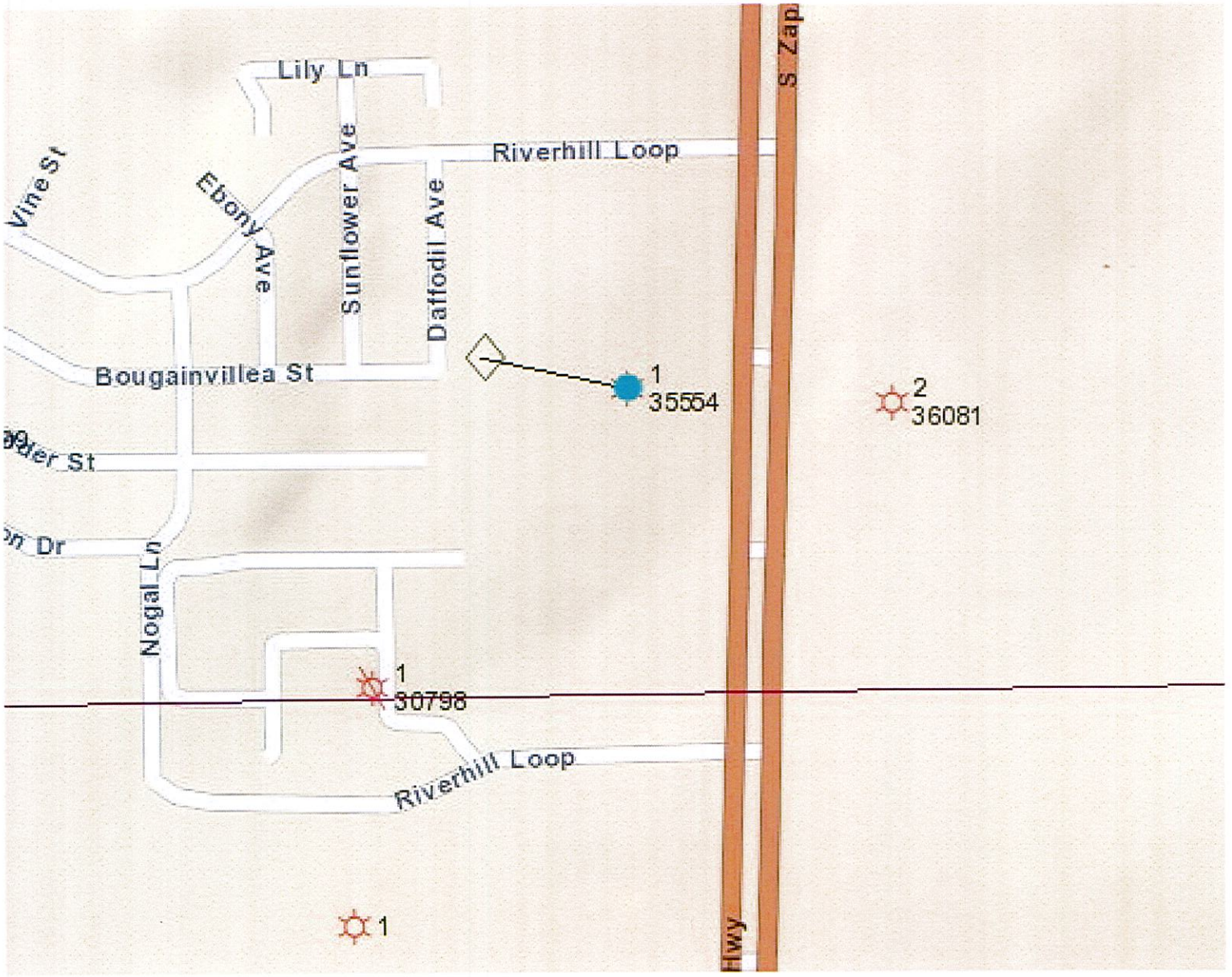
STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND AT THE TIME STAMPED HEREON BY ME AND WAS DULY RECORDED IN THE VOLUME AND PAGE OF THE OFFICIAL PUBLIC RECORDS OF WEBB COUNTY TEXAS AS STAMPED HEREON BY ME

COUNTY CLERK
WEBB COUNTY, TEXAS

Doc# 1089743
Recorded
12/27/2010 11:59AM

Signed:
BY DEPUTY
MARGIE RAMIREZ IBARRA
COUNTY CLERK
Fees $28.00

Volume 3029 Page 133


Lily Ln
Riverhill Loop
Vine St
Ebony Ave
Sunflower Ave
Daffodil Ave
S Zap
Bougainvillea St
1
35554
2
36081
Nogal Ln
1
30798
Riverhill Loop
1
Hwy

CAMPERO & ASSOCIATES, P.C.

ATTORNEYS AND COUNSELORS
315 CALLE DEL NORTE, SUITE 207
LAREDO, TEXAS 78041
(956) 796-0330
(956) 796-0399 FAX

May 20, 2019

VIA HAND DELIVERY
Vanessa Guerra
Interim Planning Director
City of Laredo
1120 San Bernardo Avenue
Laredo, Texas 78040

Re: SUP Application – Plugging Well Ervin #1A

Dear Ms. Guerra:

Enclosed please find a Special Use Permit Application on behalf of Columbus Energy, LLC, a subsidiary of Rio Grande Exploration & Production, LLC, for the plugging of Well Ervin #1A. Also enclosed is Check No. 020689 for $400 to cover the permit fee.

If you have any questions or comments, please do not hesitate to let me know.

Best Regards,

Adolfo Campero, Jr.

Enclosures

cc: Columbus Energy, LLC

Exhibit B

Public Hearings (also Intro Ord) 16.

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: James Kirby Snideman, Planning & Zoning Director

Initiated By: Zaftex Corporation/Carlos M. Zaffirini, Owner/Applicant and Premier Engineering/Eduardo J. Gutierrez/Representative.

Staff Source: J. Kirby Snideman, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 14.40 acres, (described by metes and bounds in attached Exhibit "A"), located West of Century Blvd. and South of Jaime Zapata Memorial Hwy., from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area District); providing for publication and effective date.

The Planning and Zoning Commission recommended approval of the zone change, and staff supports the application.

ZC-50-2019
District I

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: I – The Honorable Rudy Gonzalez, Jr.

Proposed use: residential

Site: The site is currently raw undeveloped land.

Surrounding land uses: North, abutting the property there are two commercial plazas, and Family Dollar Store. Plaza one (with 9 suites) that include Laredo Country Store, Domino's, Tortilleria Campeche, U-Haul, Tx, Fine Furniture, Print N More, Pano's Bakery, Rapido Income Tax, and Cuellar Insurance. Plaza two (with 3 suites) Tortillas de Harina, Los Mendoza, The Corn House and an Amusement Redemption Machine Establishment. East of the property, there are single-family residences. South and West of the property is raw undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Medium

Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan identifies Jaime Zapata Memorial Hwy., as an Expressway.

Letters sent to surrounding property owners: 54
In Favor: 0
Opposed: 12

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 3 to 2 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change.

STAFF COMMENTS

Staff supports the proposed zone change and considers it appropriate at this location for the following reasons:

1. The property complies with the R-1A zoning requirements (this district provides for the subdivision of single-family residential lots with a minimum of 4,500 square feet).
2. The proposed R-1A District is compatible with residential uses in the area. (West of the property, are single-family residences).

Staff also notes that due to the current technical difficulties, staff was unable to determine concurrence with the future land use of the Comprehensive Plan's designation of this area.

IMPACT ANALYSIS

R-1A (Single Family Reduced Area District): The purpose of the R-1A District (Single Family Reduced Area District) is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single-family residential lots with a minimum of 4,500 square feet.

Is this change contrary to the established land use pattern?
No. The existing uses along this area are single family residential (east of the property) and some light commercial uses north, abutting the property.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There is a R1, east of the property and R2 zoning district south of the property.

Will change adversely influence living conditions in the neighborhood?
No, there are residential uses in nature within the area.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
No. The existing R1 (Single Family Residential District) does allow residential uses, except that the proposed R-1A provides for smaller lots (4, 500 SF).

R-1A (Single Family Reduced Area District) Zoning District
(Permitted Uses as per Section 24.63 of the Laredo LDCB)

AGRICULTURE
Greenhouse (Non-Retail/Hobby)

RESIDENTIAL
Single Family Detached
Single Family Zero Lot Line
Single Family Townhouse
Garage Conversion
Accessory Building/Structure
Home Occupation A
College Dormitory (On Campus)(Overlay Zones)
Registered Child-Care Home/Licensed Child Care Home

INSTITUTIONAL/GOVERNMENT
Emergency Ambulance Service
Post Office (Governmental)
Utility Distribution Line
Sewage Pumping Station (Lift Station)
Water Buster Station

INSTITUTIONAL/GOVERNMENT

Elementary School, K thru 6 (Public & Private)
Middle School, 6 thru 9 (Public & Private)
High School 9 thru 12 (Public & Private)
College (Community or Junior)
University (Four Year)
Orphanage
Community Center
Civic Club
Philanthropic Organization
Church/Sanctuary
Church Affiliated uses
Classrooms for Sunday School

Rectory/Parsonage
Library

OFFICE
Insurance Agency Offices (Temporary)

MANUFACTURING MINING/CONSTRUCTION)
Oil and/or Gas Extraction (SUP)
Contractor's On Site Construction Office (Temporary)

AMUSEMENT/RECREATION
Museum/Other than Wax
Art Gallery
Recreational Club (Members Only)
Swimming Pool (Public)
Park and/or Playground (Public)
Park or Playground (Private)

COMMUNICATIONS

Amateur Radio Station Operator (less than 50' ant.)
Antenna 30' or less for home. (TV/Radio)
Antenna or Communication Tower on property owned, leased or controlled by the City of Laredo.
Cable Microcell network through the use of multiple low-powered transmitters/receivers attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require a tower.

Builders Directional Signs, Contractor's Signs, Portable Signs, Political Signs, Real Estate for Sale,
Owner Identification, Farm Produce for Sale, Professional Identification, Official and Institutional
Non-Profit.

Attachments

Ordinance 2019-O-

Color Maps

Color pictures

Exhibit A

Proposed Preliminary Layout

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATE 14.40 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED AT WEST OF CENTURY BLVD. AND SOUTH OF JAIME ZAPATA MEMORIAL HWY., FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-1A (SINGLE FAMILY REDUCED AREA DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of approximate 14.40 acres further described by Metes and Bounds in attached Exhibit A, located at West of Century Blvd. and South of Jaime Zapata Memorial Hwy., from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 20, 2019; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on August 5, 2019, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning, approximate 14.40 acres further described by Metes and Bounds in attached Exhibit A, located at West of Century Blvd. and South of Jaime Zapata Memorial Hwy., from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

AERIAL MAP

1 inch = 258 feet

ZC-50-2019

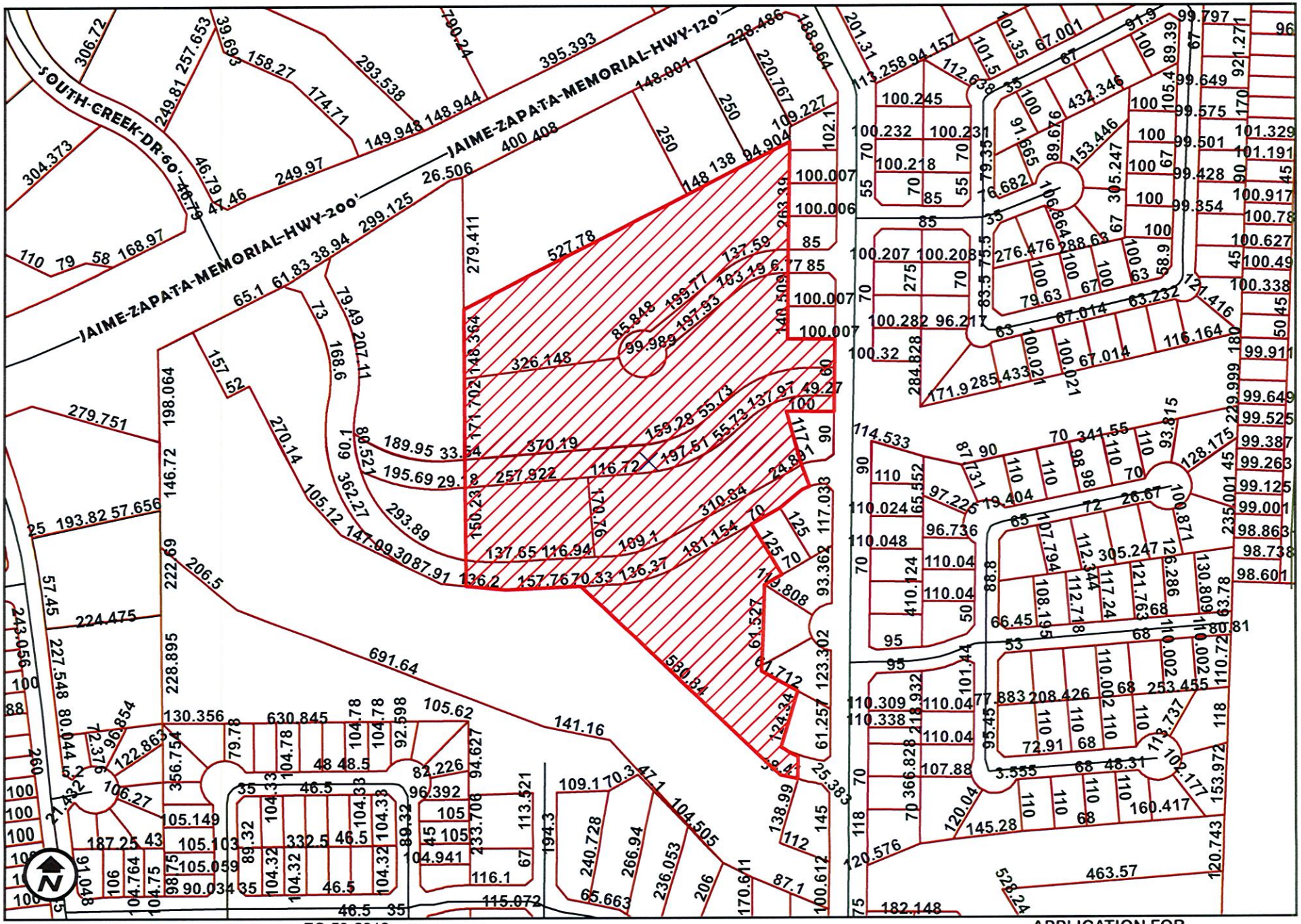
COUNCIL DISTRICT 1

SOUTH OF JAIME ZAPATA MEMORIAL HWY.

APPLICATION FOR

R1(SINGLE FAMILY RESIDENTIAL DISTRICT)

-> R1A (SINGLE FAMILY REDUCED AREA DISTRICT)



DIMENSIONS MAP

1 inch = 258 feet

ZC-50-2019

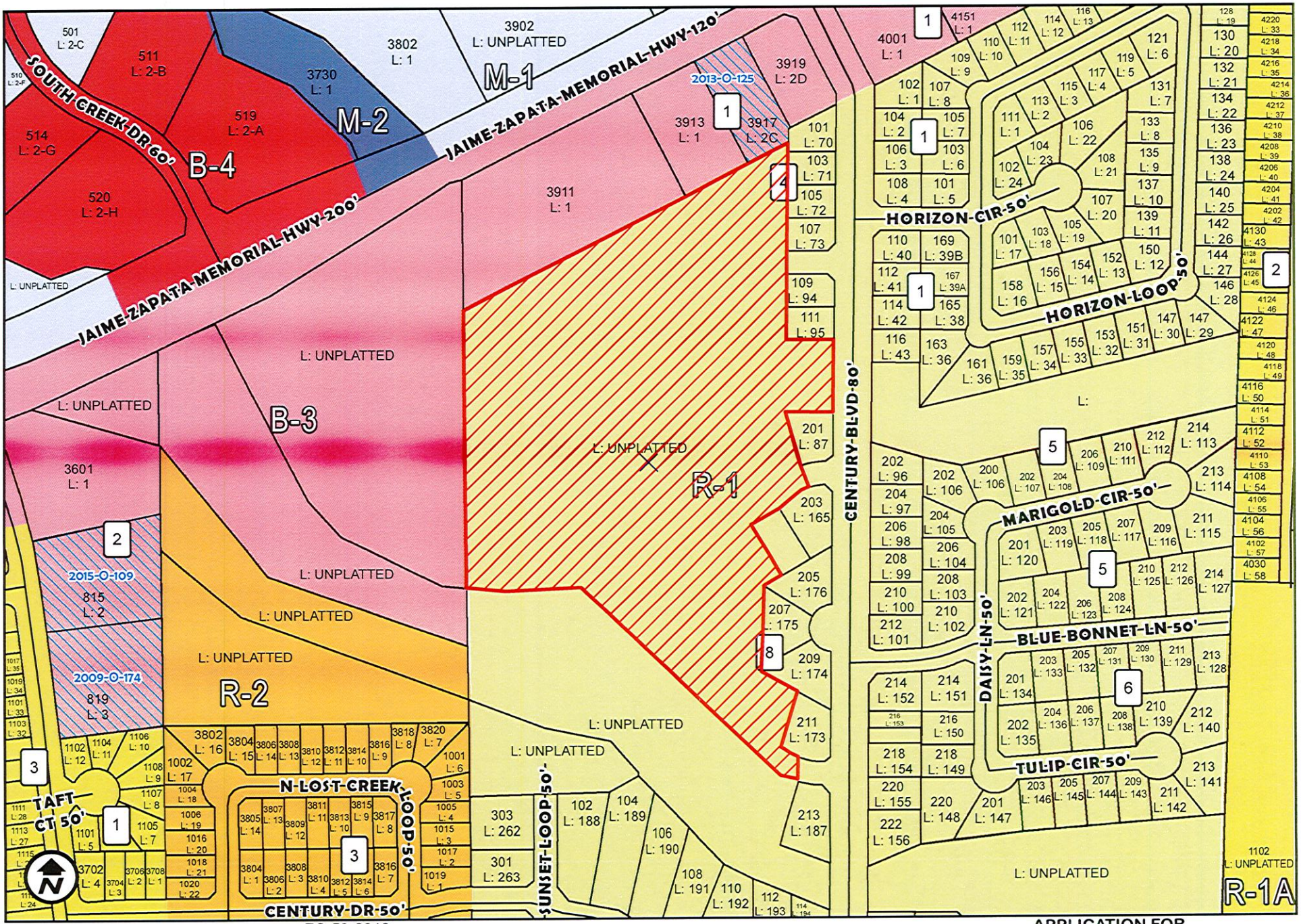
COUNCIL DISTRICT 1

SOUTH OF JAIME ZAPATA MEMORIAL HWY.

APPLICATION FOR

R1(SINGLE FAMILY RESIDENTIAL DISTRICT)

-> R1A (SINGLE FAMILY REDUCED AREA DISTRICT)



ZONING MAP

1 inch = 258 feet

ZC-50-2019

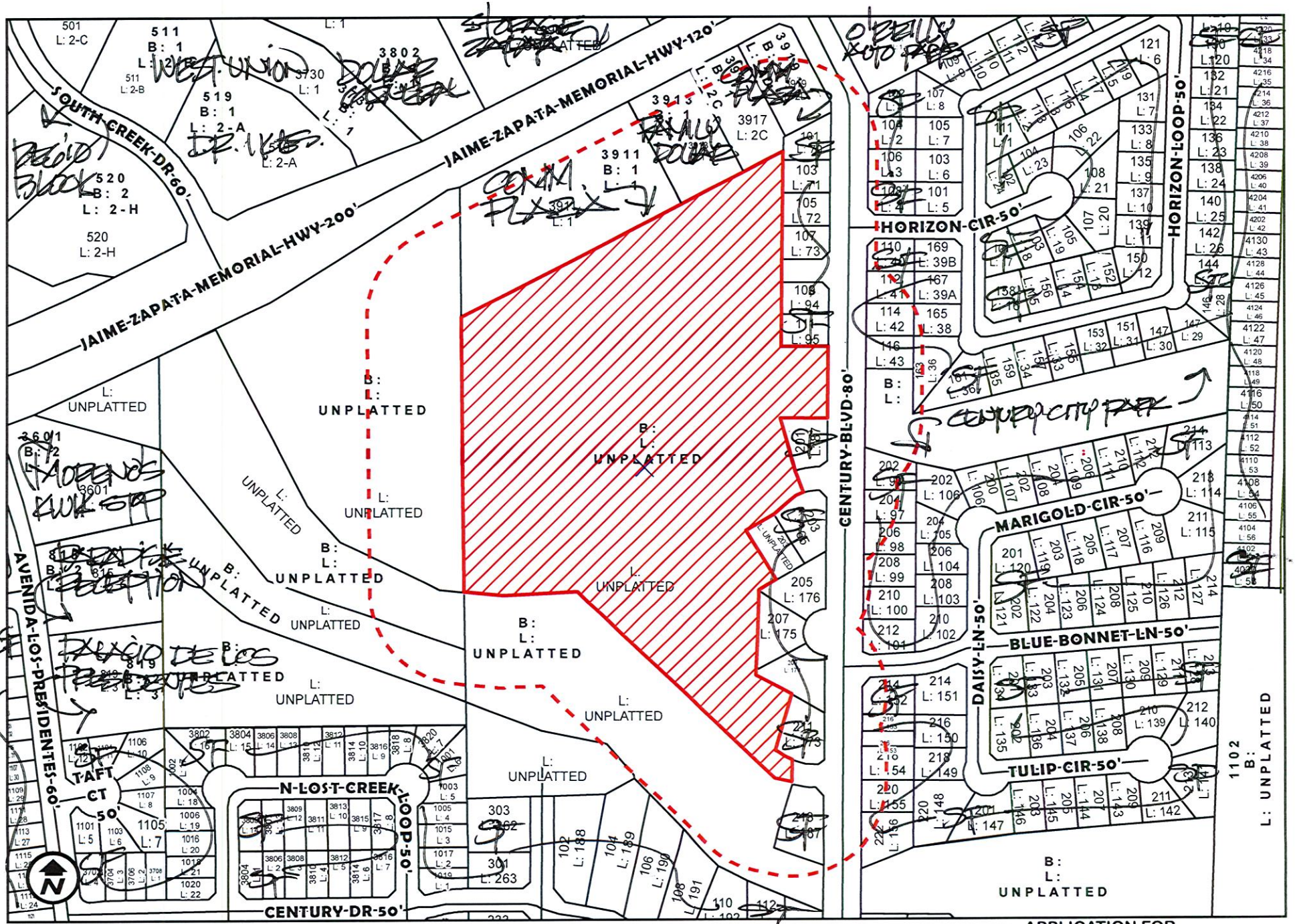
COUNCIL DISTRICT 1

SOUTH OF JAIME ZAPATA MEMORIAL HWY.

APPLICATION FOR

R1(SINGLE FAMILY RESIDENTIAL DISTRICT)

-> R1A (SINGLE FAMILY REDUCED AREA DISTRICT)



SURVEY MAP

1 inch = 258 feet

ZC-50-2019

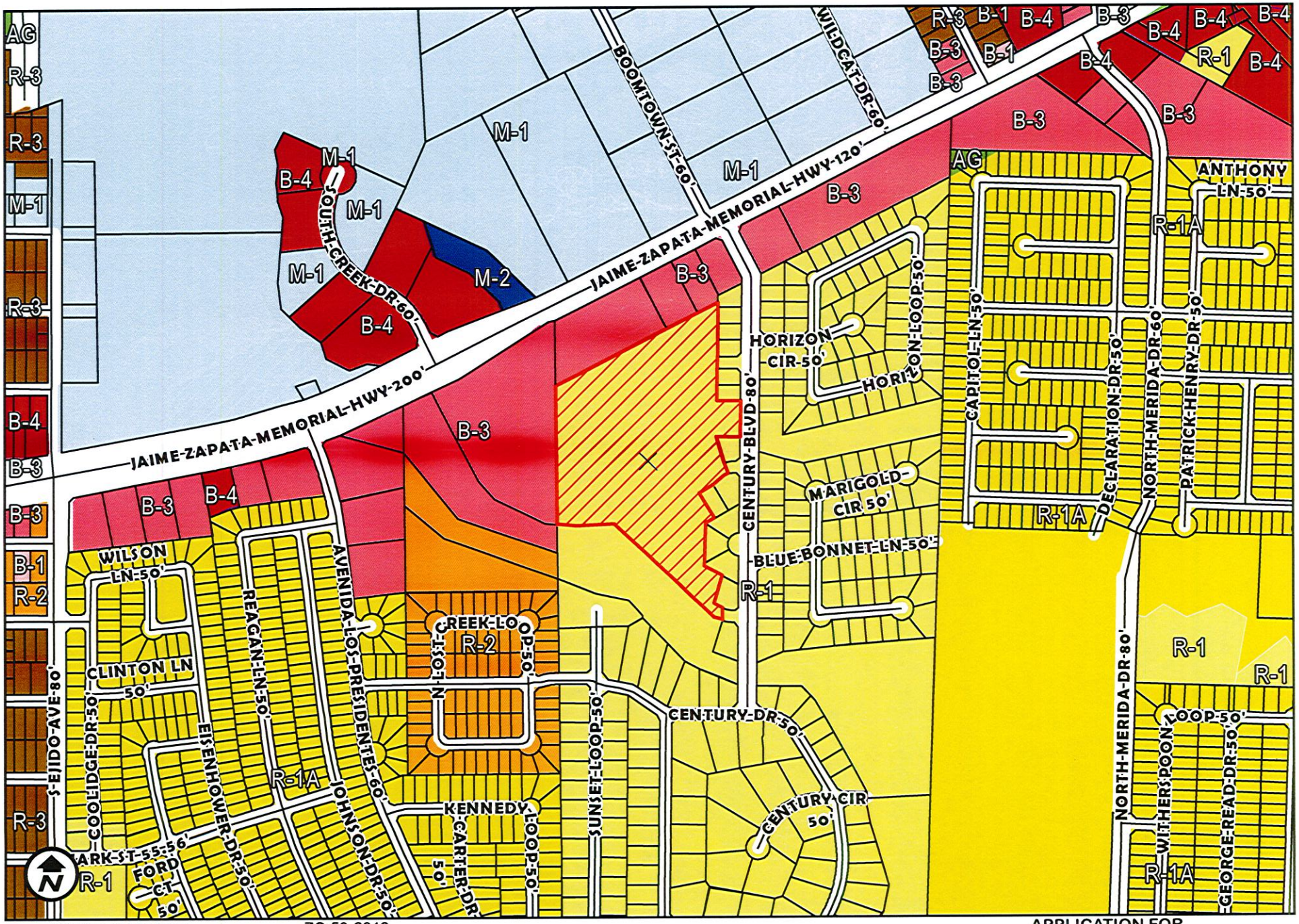
COUNCIL DISTRICT 1

SOUTH OF JAIME ZAPATA MEMORIAL HWY.

APPLICATION FOR

R1(SINGLE FAMILY RESIDENTIAL DISTRICT)

-> R1A (SINGLE FAMILY REDUCED AREA DISTRICT)



ZONING OVERVIEW

1 inch = 517 feet

ZC-50-2019

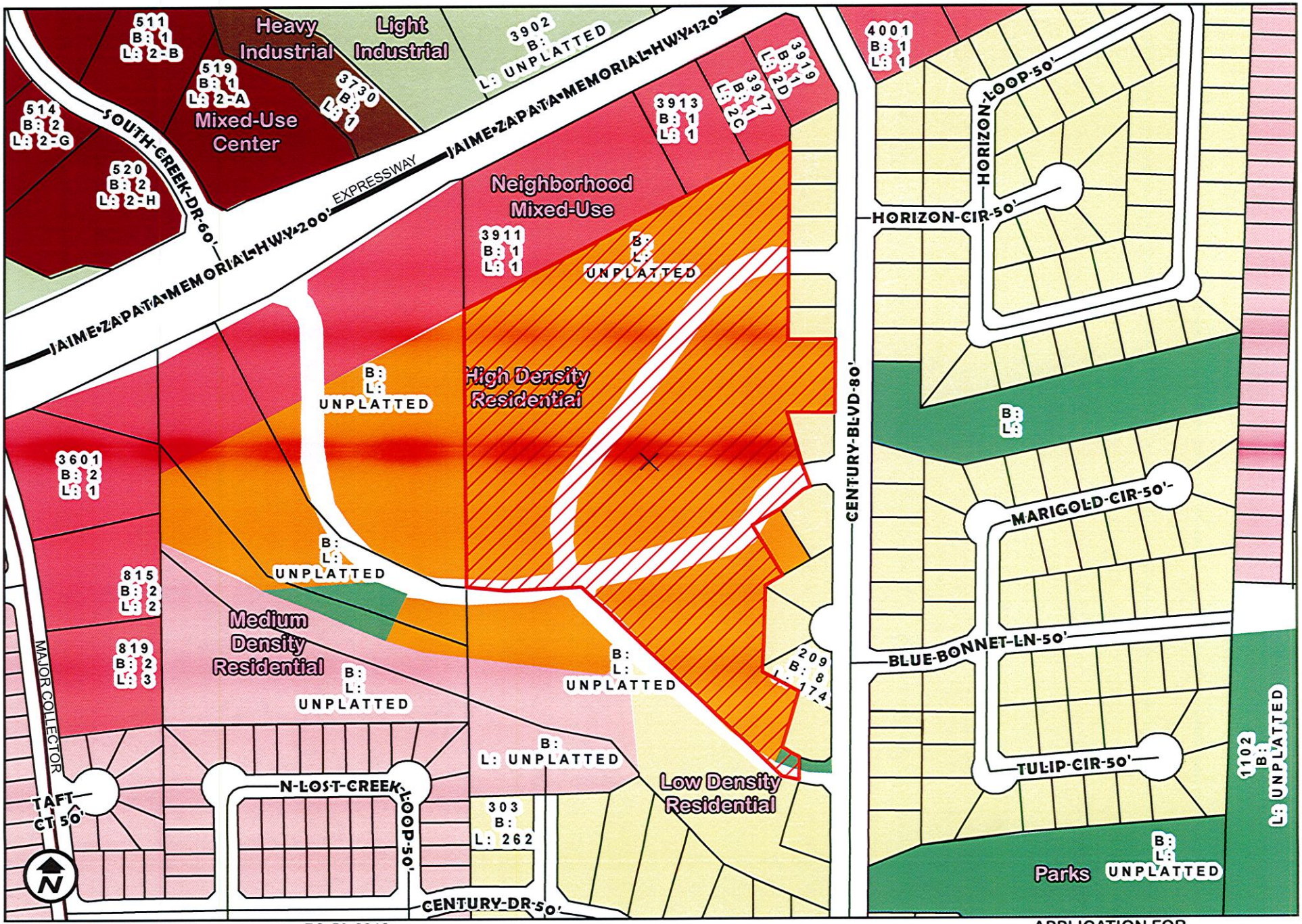
COUNCIL DISTRICT 1

SOUTH OF JAIME ZAPATA MEMORIAL HWY.

APPLICATION FOR

R1(SINGLE FAMILY RESIDENTIAL DISTRICT)

-> R1A (SINGLE FAMILY REDUCED AREA DISTRICT)



FUTURE LANDUSE MAP

1 inch = 258 feet

ZC-50-2019

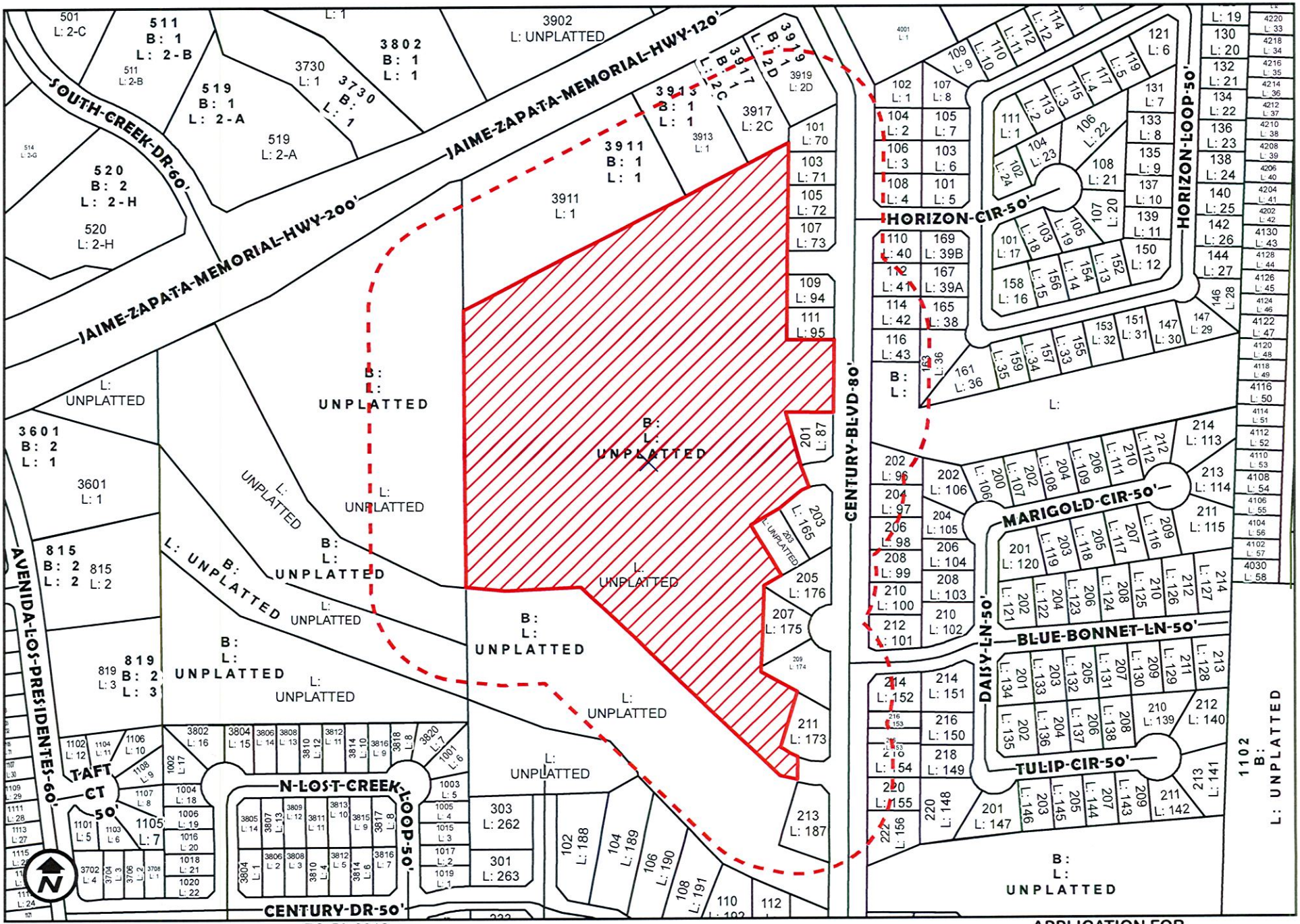
COUNCIL DISTRICT 1

SOUTH OF JAIME ZAPATA MEMORIAL HWY.

APPLICATION FOR

R1(SINGLE FAMILY RESIDENTIAL DISTRICT)

-> R1A (SINGLE FAMILY REDUCED AREA DISTRICT)


JAIME-ZAPATA-MEMORIAL-HWY-120'
JAIME-ZAPATA-MEMORIAL-HWY-200'
SOUTH-CREEK-DR-60'
CENTURY-BLVD-80'
HORIZON-CIR-50'
HORIZON-LOOP-50'
MARIGOLD-CIR-50'
BLUE-BONNET-LN-50'
DAISY-LN-50'
TULIP-CIR-50'
AVENIDA-LOS-PRESIDENTES-60'
TAFT CT 50'
N-LOST-CREEK-LOOP-50'
CENTURY-DR-50'
3911 B: 1 L: 1
3911 L: 1
3902 L: UNPLATTED
3802 B: 1 L: 1
3730 L: 1
3730 B: 1 L: 1
3919 B: 1 L: 2D
3917 B: 1 L: 2C
3913 B: 1 L: 1
3917 L: 2C
3919 L: 2D
3913 L: 1
501 L: 2-C
511 B: 1 L: 2-B
511 L: 2-B
519 B: 1 L: 2-A
519 L: 2-A
520 B: 2 L: 2-H
520 L: 2-H
514 L: 2-G
3601 B: 2 L: 1
3601 L: 1
815 B: 2 L: 2
815 L: 2
819 B: 2 L: 3
819 L: 3
B: L: UNPLATTED
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303 L: 262
301 L: 263
102 L: 188
104 L: 189
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203 L: 165
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169 L: 39B
167 L: 39A
165 L: 38
163 L: 36
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220 L: 148
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1102 B: L: UNPLATTED
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1018 L: 21
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3818 L: 8
3820 L: 7
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1003 L: 5
1005 L: 4
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3804 L: 1
3805 L: 14
3807 L: 13
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3811 L: 11
3813 L: 10
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203 L: 146
4001 L: 1
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144 L: 27
4220 L: 33
4218 L: 34
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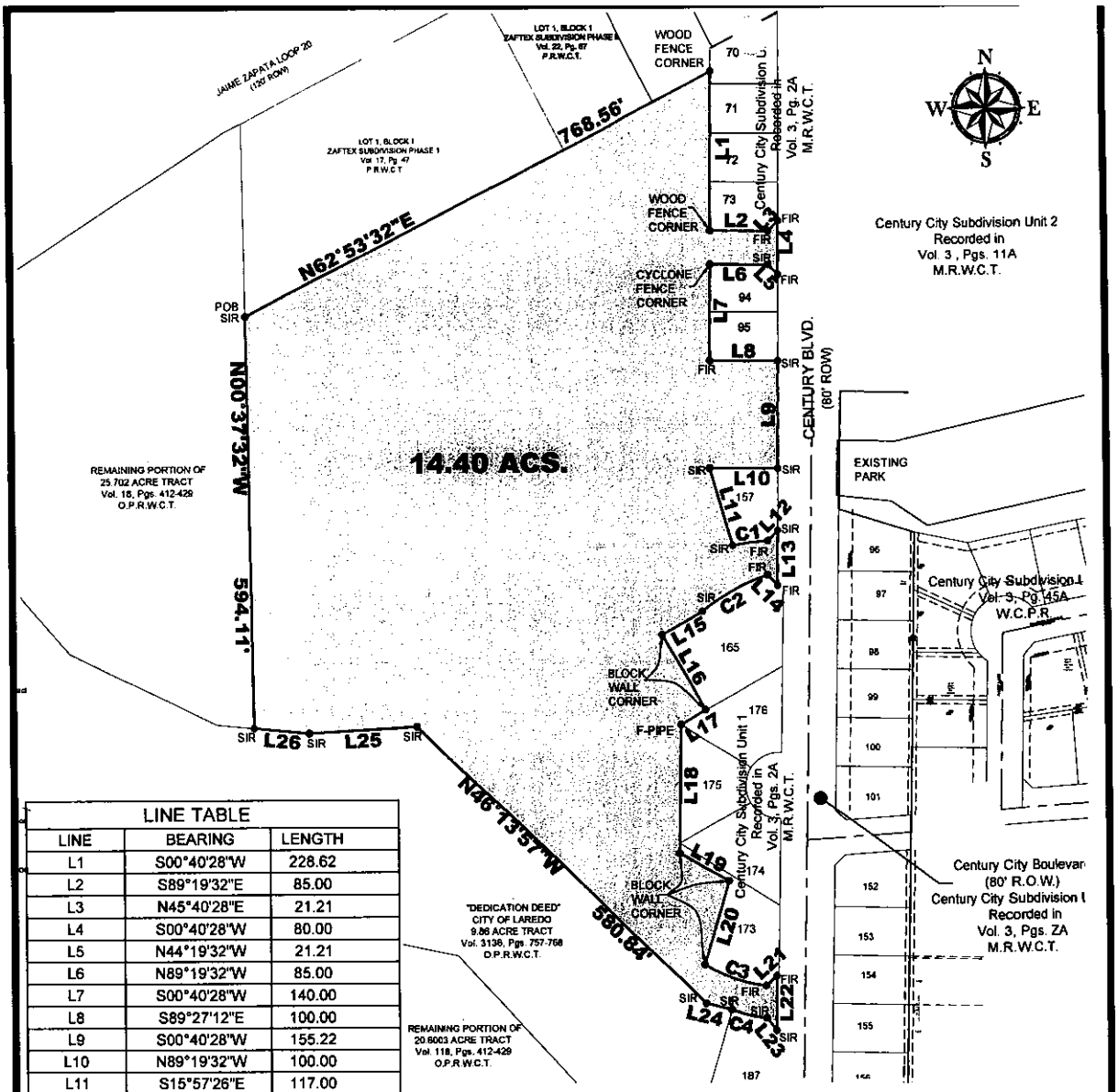
4214 L: 36
4212 L: 37
4210 L: 38
4208 L: 39
4206 L: 40
4204 L: 41
4202 L: 42
4130 L: 43
4128 L: 44
4126 L: 45
4124 L: 46
4122 L: 47
4120 L: 48
4118 L: 49
4116 L: 50
4114 L: 51
4112 L: 52
4110 L: 53
4108 L: 54
4106 L: 55
4104 L: 56
4102 L: 57
4030 L: 58
200' NOTIFICATION
1 inch = 258 feet
ZC-50-2019
COUNCIL DISTRICT 1
SOUTH OF JAIME ZAPATA MEMORIAL HWY.
APPLICATION FOR
R1(SINGLE FAMILY RESIDENTIAL DISTRICT)
-> R1A (SINGLE FAMILY REDUCED AREA DISTRICT)

ZC-50-2019
14.40 acres
R-1 to R-1A
West of Century Blvd. and South of Jaime Zapata Memorial Highway

ZC-50-2019
14.40 acres
R-1 to R-1A
West of Century Blvd. and South of Jaime Zapata Memorial Highway

ZC-50-2019
14.40 acres
R-1 to R-1A
West of Century Blvd. and South of Jaime Zapata Memorial Highway



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°40'28"W	228.62
L2	S89°19'32"E	85.00
L3	N45°40'28"W	21.21
L4	S00°40'28"W	80.00
L5	N44°19'32"W	21.21
L6	N89°19'32"W	85.00
L7	S00°40'28"W	140.00
L8	S89°27'12"E	100.00
L9	S00°40'28"W	155.22
L10	N89°19'32"W	100.00
L11	S15°57'26"E	117.00
L12	N45°40'28"E	21.21
L13	S00°40'28"W	80.00
L14	N44°19'32"W	21.21
L15	S60°43'22"W	67.86
L16	S30°06'04"E	125.00
L17	S60°23'55"W	42.44
L18	S01°10'57"W	186.50
L19	S61°29'00"E	82.93
L20	S16°50'36"W	125.65
L21	N49°20'14"E	21.21
L22	S00°40'28"W	79.14
L23	N37°51'39"W	23.47
L24	N76°23'47"W	38.41
L25	S86°59'50"W	157.76
L26	N84°36'18"W	81.58

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CH. BRG.	CH. DIST.	TAN.
C1	52.05	338.50	8°48'37"	N82°49'16"E	52.00	26.08
C2	109.93	301.25	20°54'28"	S61°59'20"W	109.32	55.58
C3	95.45	226.94	24°05'56"	S71°06'15"E	94.75	48.44
C4	53.30	177.22	17°13'56"	N76°23'47"W	53.10	26.85

LEGEND			
	PROPERTY LINE	o SIR	SET IRON ROD
	RD CENTERLINE	o FIR	FOUND IRON ROD
	EASEMENT	o FC	FENCE CORNER
	BLDG. SETBACK	o PK	PK NAIL FOUND
	BLDG. STRUCT.	o MAG	MAG NAIL FOUND
	LOT LINE	o RR	RR SPIKE FOUND

MONUMENT HELD:

A FOUND 1/2" IRON ROD ON THE WEST RIGHT-OF-WAY LINE OF CENTURY BOULEVARD (80' R.O.W.), THE SOUTHEAST CORNER OF LOT 187, BLOCK 9, CENTURY CITY SUBDIVISION UNIT I RECORDED IN VOLUME 3, PAGHE 2A, WEBB COUNTY PLAT RECORDS AND A FOUND ½" IRON ROD ON THE WEST RIGHT-OF-WAY LINE OF CENTURY BOULEVARD (80' R.O.W.), THE NORTH CUP CORNER OF LOT 73, BLOCK 4, CENTURY CITY SUBDIVISION UNIT I RECORDED IN VOLUME 3, PAGE 2A, WEBB COUNTY PLAT RECORDS.

RECORDED: N 01°12'09" E 1,317.50'
MEASURED: N 00°39'54" W 1,317.66'

STATE OF TEXAS
EDUARDO J. GUTIERREZ
5839
PROFESSIONAL LAND SURVEYOR

A TRACT OF LAND CONTAINING 14.40 ACRES, more or less, Being out of the remaining portion of a 20.6003 Acre Tract out of 128.09 Acres out of 139.6 Acres of Part A-1 as shown on a plat recorded in Volume 2, Page 142, Webb County Plat Records. Part A-1 also described in "Partition Deed" recorded in Volume 219, Pages 521-549, Deed Records Webb County Texas. Subsequently conveyed to ZAFTEX Corporation described in "Deed of Trust" recorded in Volume 118, Pages 412-426, Official Public Records Webb County Texas. Situated in Porcion 32, Antonio Trevino Original Grantee, Abstract 296, City of Laredo, Webb County Texas

DRAWN BY:	R.G.C.	SCALE:	1"=200'
CHECKED BY:	A.X.C.	JOB #:	12928-19
APPROVED BY:	E.J.G.	FILE NAME:	12928-19 Century City Zone Change 14.40 Acs.
FIELD DATE:	05.15.2019	SHEET:	1 OF 1

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

EDUARDO J. GUTIERREZ R.P.L.S. No. 5839 — DATE 5-21-19

THIS SURVEY IS VALID ONLY WITH ORIGINAL SEAL IN RED INK

ENGINEERING REGISTRATION No. F-8019 — SURVEY REGISTRATION No. 100097-00

PREMIER ENGINEERING SURVEYING
1302 CALLE DEL NORTE, SUITE 2
LAREDO, TEXAS 78041
PH: (956) 717-1199 FAX: (956) 717-
premier-ce.com
LAND DEVELOPMENT • PLANNING • WATER • WASTEWATER • TR

Exhibit A

PREMIER ENGINEERING SURVEYING
1302 CALLE DEL NORTE, SUITE 2 LAREDO, TX 78041 PH: 956-717-1199 FAX: 956-717-1196
premier-ce.com

LEGAL DESCRIPTION
14.40 ACRES

A TRACT OF LAND CONTAINING 14.40 ACRES, more or less, Being out of the remaining portion of a 20.6003 Acre Tract out of 128.09 Acres out of 139.6 Acres of Part A-1 as shown on a plat recorded in Volume 2, Page 142, Webb County Plat Records. Part A-1 also described in "Partition Deed" recorded in Volume 219, Pages 521-549, Deed Records Webb County Texas. Subsequently conveyed to ZAFTEX Corporation described in "Deed of Trust" recorded in Volume 118, Pages 412-426, Official Public Records Webb County Texas. Situated in Porcion 32, Antonio Trevino Original Grantee, Abstract 296, City of Laredo, Webb County Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", on the east line of the remaining portion of a 25.702 Acre Tract out of 139.6 Acres of Part A-1 as shown on a plat recorded in Volume 2, Page 142, Webb County Plat Records. Part A-1 also described in "Partition Deed" recorded in Volume 219, Pages 521-549, Deed Records Webb County Texas. Subsequently conveyed to ZAFTEX Corporation described in "Deed of Trust" recorded in Volume 118, Pages 412-429, Official Public Records Webb County Texas, the southwest corner of Lot 1, Block 1, Zaftex Subdivision Phase I recorded in Volume 17, Page 47, Plat Records Webb County Texas, the most westerly northwest corner hereof;

THENCE **N 62° 53' 32" E** a distance of **768.56 feet** with the southeast line of said Lot 1, Block 1, Zaftex Subdivision Phase I, the southeast line of Lot 1, Block 1, Zaftex Subdivision Phase II recorded in Volume 22, Page 87, Plat Records Webb County Texas, the southeast line of Lot 2C, Block 1, Zaftex Subdivision Phase II Replat recorded in Volume 25, Page 10, Plat Records Webb County Texas to a wood fence corner on the west line of Lot 70, Block 4, Century City Subdivision Unit I recorded in Volume 3, Page 2A, Webb County Plat Records, the most northerly northeast corner hereof;

THENCE **S 00° 38' 24" W** a distance of **228.62 feet** with the west lines of Lot 70, Lot 71, Lot 72 and Lot 73, Block 4 of said Century City Subdivision Unit I to a wood fence corner, the southwest corner of said Lot 73, Block 4, an interior corner hereof;

THENCE **S 89° 21' 36" E** a distance of **85.00 feet** with the south line of said Lot 73, Block 4 to a found ½" iron rod a clip corner hereof;

THENCE **N 45° 38' 24" E** a distance of **21.21 feet** with the southeast line of said Lot 73, Block 4 to a found ½" iron rod on the west right-of-way line of Century Boulevard (80' R.O.W.), a clip corner hereof;

THENCE **S 00° 38' 24" W** a distance of **80.00 feet** with the west right-of-way line of said Century Boulevard (80' R.O.W.) to a found ½" iron rod a clip corner of Lot 94, Block 4 of said Century City Subdivision Unit I, a clip corner hereof;

THENCE **N 44° 21' 36" W** a distance of **21.21 feet** with the northeast line of said Lot 94, Block 4 to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof;

THENCE **N 89° 21' 36" W** a distance of **83.34 feet** with the north line of said Lot 94, Block 4 to a cyclone fence corner the northwest corner of said Lot 94, Block 4, an interior corner hereof;

THENCE **S 00° 38' 24" W** a distance of **140.00 feet** with the west lines of Lot 94 and Lot 95, Block 4 to a found ½" iron rod the southwest corner of said Lot 95, Block 4, an interior corner hereof;

THENCE **S 89° 29' 16" E** a distance of **100.00 feet** with the south line of said Lot 95, Block 4 to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00" on the west right-of-way line of Century Boulevard (80' R.O.W.) the southeast corner of said Lot 95, Block 4, an exterior corner hereof;

THENCE **S 00° 38' 24" W** a distance of **155.22 feet** with the west line of said Century Boulevard (80' R.O.W.) to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00" the northeast corner of Lot 157, Block 7 of said Century City Subdivision Unit I, an exterior corner hereof;

THENCE **N 89° 21' 36" W** a distance of **100.00 feet** with the north line of said Lot 157, Block 7 to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", the northwest corner of said Lot 157, Block 7 an interior corner hereof;

THENCE **S 15° 59' 30" E** a distance of **117.00 feet** with the southwest line of said Lot 157, Block 7 to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00" on a non-tangent curve, the southwest corner of said Lot 157, Block 7, an interior corner hereof;

THENCE along said non-tangent curve to the right the southerly line of said Lot 157, Block 7 having a radius of 338.50 feet, the long chord of which bears **N 82°49'16" E** for a distance of **52.00 feet,** an arc length of 52.05 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof;

THENCE **N 45° 40' 28" E** a distance of **21.21 feet** with a southeast line of said Lot 157, Block 7 to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00" on the west right-of-way line of said Century Boulevard (80' R.O.W.), a clip corner hereof;

THENCE **S 00° 40' 28" W** a distance of **80.00 feet** with the west right-of-way line of said Century Boulevard (80' R.O.W.) to a found ½" iron rod, the most easterly clip corner of Lot 165, Block 8 of said Century City Subdivision Unit I, a clip corner hereof;

THENCE **N 44° 19' 32" W** a distance of **21.21 feet** with a northeast line of said Lot 165, Block 8 of said Century City Subdivision Unit I to a found ½" iron rod on a non-tangent curve, a clip corner hereof;

THENCE along said non-tangent curve to the left the northwest line of said Lot 165, Block 8 having a radius of 301.25 feet, the long chord of which bears **S 61°59'20" W** for a distance of **109.32 feet,** an arc length of 109.93 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a non-tangent corner hereof;

THENCE **S 60° 43' 22" W** a distance of **67.86 feet** continuing with the northwest line of said Lot 165, Block 8 to a block wall corner the northwest corner of said Lot 165, Block 8, an interior corner hereof;

THENCE **S 30° 06' 04" E** a distance of **125.00 feet** with the southwest line of said Lot 165, Block 8 to a block wall corner on the northwest line of Lot 176, Block 8 of said Century City Subdivision Unit I, the southwest corner of said Lot 165, Block 8, an exterior corner hereof;

THENCE **S 60° 23' 55" W** a distance of **42.44 feet** with the northwest line of said Lot 176, Block 8 to a found pipe, the northwest corner of said Lot 176, Block 8, the most northerly northwest corner of Lot 175, Block 8 of said Century City Subdivision Unit I, an interior corner hereof;

THENCE **S 01° 10' 57" W** a distance of 172.00 feet passing the southwest corner of said Lot 175, Block 8 and continuing a total distance of **186.50 feet** to a block wall corner, an interior corner hereof;

THENCE **S 61° 29' 00" E** a distance of **82.93 feet** to a block wall corner an exterior corner hereof;

THENCE **S 16° 50' 36" W** a distance of **125.65 feet** to a block wall corner on a non-tangent curve, an interior corner hereof;

THENCE along said non-tangent curve to the left having a radius of 226.94 feet, the long chord of which bears **S 71°06'15" E** for a distance of **94.75 feet,** an arc length of 95.45 feet to a found ½" iron rod a clip corner hereof;

THENCE **N 49° 20' 14" E** a distance of **21.21 feet** to a found ½" iron rod on the west right-of-way line of said Century Boulevard (80' R.O.W.) a clip corner hereof;

THENCE **S 00° 40' 28" W** a distance of **79.14 feet** with the west right-of-way line of said Century Boulevard (80' R.O.W.) to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", the most easterly clip corner of Lot 187, Block 9 of said Century City Subdivision Unit I, the most southerly southeast corner hereof;

THENCE **N 37° 51' 39" W** a distance of **23.47 feet** with the northeast line of said Lot 187, Block 9 to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00" on a non-tangent curve, a clip corner of said Lot 187, Block 9, a clip corner hereof;

THENCE along said non-tangent curve to the right the northeast line of said Lot 187, Block 9 having a radius of 177.22 feet, the long chord of which bears **N 76°23'47" W** for a distance of **53.10 feet,** an arc length of 53.30 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", the northwest corner of said Lot 187, Block 9, an exterior corner of a 9.86 Acre Tract conveyed to the City of Laredo described in "Dedication Deed" recorded in Volume 3136, Pages 757-768, Official Public Records Webb County Texas, a non-tangent corner hereof;

THENCE with the northeasterly line of said 9.86 Acre Tract the following calls:

N 76° 23' 47" W a distance **38.41 feet** to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00" a deflection hereof;

N 46° 13' 57" W a distance of **580.84 feet** to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00" a deflection hereof;
S 86° 59' 50" W a distance of **157.76 feet** to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00" a deflection hereof;
N 84° 36' 18" W a distance of **81.58 feet** to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00" on the east line of said remaining portion of 25.702 Acre Tract, the southwest corner hereof;

THENCE **N 00° 37' 32" W** a distance of **594.11 feet** to the **POINT OF BEGINNING** and containing 14.40 acres of land, more or less.

MONUMENT HELD:

A FOUND 1/2" IRON ROD ON THE WEST RIGHT-OF-WAY LINE OF CENTURY BOULEVARD (80' R.O.W.), THE SOUTHEAST CORNER OF LOT 187, BLOCK 9, CENTURY CITY SUBDIVISION UNIT I RECORDED IN VOLUME 3, PAGHE 2A, WEBB COUNTY PLAT RECORDS AND A FOUND ½" IRON ROD ON THE WEST RIGHT-OF-WAY LINE OF CENTURY BOULEVARD (80' R.O.W.), THE NORTH CLIP CORNER OF LOT 73, BLOCK 4, CENTURY CITY SUBDIVISION UNIT I RECORDED IN VOLUME 3, PAGE 2A, WEBB COUNTY PLAT RECORDS.

RECORDED: N 01°12'09" E 1,317.50'
MEASURED: N 00°39'54" W 1,317.66'

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING "FIELD NOTES" AND ATTACHED "PLAT OF SURVEY" WERE PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

Eduardo J. Gutierrez, R.P.L.S. No. 5839

STATE OF TEXAS
REGISTERED
EDUARDO J. GUTIERREZ
5839
PROFESSIONAL
LAND SURVEYOR

5-21-19
Date:

Owner:
Zaftex Corporation
P.O. Box 672
LAREDO, TEXAS 78040
PHONE: (956) 724-8355

PREMIER
ENGINEERING & SURVEYING
ENGINEERING FIRM # F-8019
SURVEYING FIRM # LA000187
Phone (956) 717-1199
Fax (956) 717-1196
E-mail premier@premier-ce.com
1302 Calle Del Norte Ste 2
Laredo, Texas 78041

EXHIBIT
CENTURY CITY

20.81 ACS.
ZONE CHANGE

DRAWN BY	R.G.C.
CHECKED BY:	R.G.C.
APPROVED BY:	E.J.G.
DATE	05/17/19
REVISED DATE	
SCALE 11x17	1"=200'
SCALE 24x36	1"=100'
JOB #	12712-19
FILE NAME	EXHIBIT CENTURY CITY
SHEET	1 OF 1

Public Hearings (also Intro Ord) 17.

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: James Kirby Snideman, Planning & Zoning Director

Initiated By: Zaftex Corporation/Carlos M. Zaffirini, Owner/Applicant and Premier Engineering/Eduardo J. Gutierrez/Representative.

Staff Source: J. Kirby Snideman, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 3.95 acres, (described by metes and bounds in attached Exhibit "A"), located South of Jaime Zapata Memorial Hwy., from B-3 (Community Business District) to R-1A (Single Family Reduced Area District); providing for publication and effective date.

The Planning and Zoning Commission recommended approval of the zone change, and staff supports the application.

ZC-51-2019
District I

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: I – The Honorable Rudy Gonzalez, Jr.

Proposed use: residential

Site: The site is currently raw undeveloped land.

Surrounding land uses: North of the property is Jaime Zapata Memorial Hwy. South, East and West of the property there is vacant undeveloped land.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Jaime Zapata Memorial Hwy., as an Expressway.

Letters sent to surrounding property owners: 7
In Favor: 0
Opposed: 1

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 4 to 1 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change.

STAFF COMMENTS

Staff supports the proposed zone change and considers it appropriate at this location for the following reasons:

1. The property complies with the R-1A zoning requirements (this district provides for the subdivision of single-family residential lots with a minimum of 4,500 square feet).
2. The proposed R-1A District is compatible with residential uses in the area. (West of the property, are single-family residences), and the property has a direct access from Jaime Zapata Memorial Hwy.

Staff also notes that due to the current technical difficulties, staff was unable to determine concurrence with the future land use of the Comprehensive Plan's designation of this area.

IMPACT ANALYSIS

R-1A (Single Family Reduced Area District): The purpose of the R-1A District (Single Family Reduced Area District) is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single-family residential lots with a minimum of 4,500 square feet.

Is this change contrary to the established land use pattern?
No. The existing uses along this area are light commercial uses east, abutting the property, and some residential uses in the vicinity.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The property abuts an R1district to the east, also requesting a zone change to R-1A for the same new residential development. There are an R2 zoning district south of the property and R-1A in the vicinity, east of the property. This property is unplatted.

Will change adversely influence living conditions in the neighborhood?
No, there are residential uses in nature within the area.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
No. The existing R1 (Single Family Residential District) does allow residential uses, except that the proposed R-1A provides for smaller lots (4, 500 SF).

R-1A (Single Family Reduced Area District) Zoning District
(Permitted Uses as per Section 24.63 of the Laredo LDCB)

AGRICULTURE
Greenhouse (Non-Retail/Hobby)

RESIDENTIAL
Single Family Detached
Single Family Zero Lot Line
Single Family Townhouse
Garage Conversion
Accessory Building/Structure
Home Occupation A
College Dormitory (On Campus)(Overlay Zones)
Registered Child-Care Home/Licensed Child Care Home

INSTITUTIONAL/GOVERNMENT
Emergency Ambulance Service
Post Office (Governmental)
Utility Distribution Line
Sewage Pumping Station (Lift Station)
Water Buster Station
Elementary School, K thru 6 (Public & Private)
High School 9 thru 12 (Public & Private)
College (Community or Junior)
University (Four Year)
Orphanage
Community Center
Civic Club
Philanthropic Organization
Church/Sanctuary
Church Affiliated uses
Classrooms for Sunday School
Rectory/Parsonage
Library

OFFICE
Insurance Agency Offices (Temporary)

MANUFACTURING MINING/CONSTRUCTION)
Oil and/or Gas Extraction (SUP)
Contractor's On Site Construction Office (Temporary)

AMUSEMENT/RECREATION
Museum/Other than Wax
Art Gallery
Recreational Club (Members Only)
Swimming Pool (Public)
Park and/or Playground (Public)
Park or Playground (Private)

COMMUNICATIONS

Amateur Radio Station Operator (less than 50' ant.)
Antenna 30' or less for home. (TV/Radio)
Antenna or Communication Tower on property owned, leased or controlled by the City of Laredo.
Cable Microcell network through the use of multiple low-powered transmitters/receivers attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require a tower.

Builders Directional Signs, Contractor's Signs, Portable Signs, Political Signs, Real Estate for Sale,
Owner Identification, Farm Produce for Sale, Professional Identification, Official and Institutional
Non-Profit.

Attachments

Ordinance 2019-O-
Color Maps
Color Pictures
Exhibit A
Proposed Preliminary Layout

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATE 3.95 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED AT SOUTH OF JAIME ZAPATA MEMORIAL HWY., FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO R-1A (SINGLE FAMILY REDUCED AREA DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of approximate 3.95 acres further described by Metes and Bounds in attached Exhibit A, located at South of Jaime Zapata Memorial Hwy., from B-3 (Community Business District) to R-1A (Single Family Reduced Area District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 20, 2019; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on August 5, 2019, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning, approximate 3.95 acres further described by Metes and Bounds in attached Exhibit A, located at South of Jaime Zapata Memorial Hwy., from B-3 (Community Business District) to R-1A (Single Family Reduced Area District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

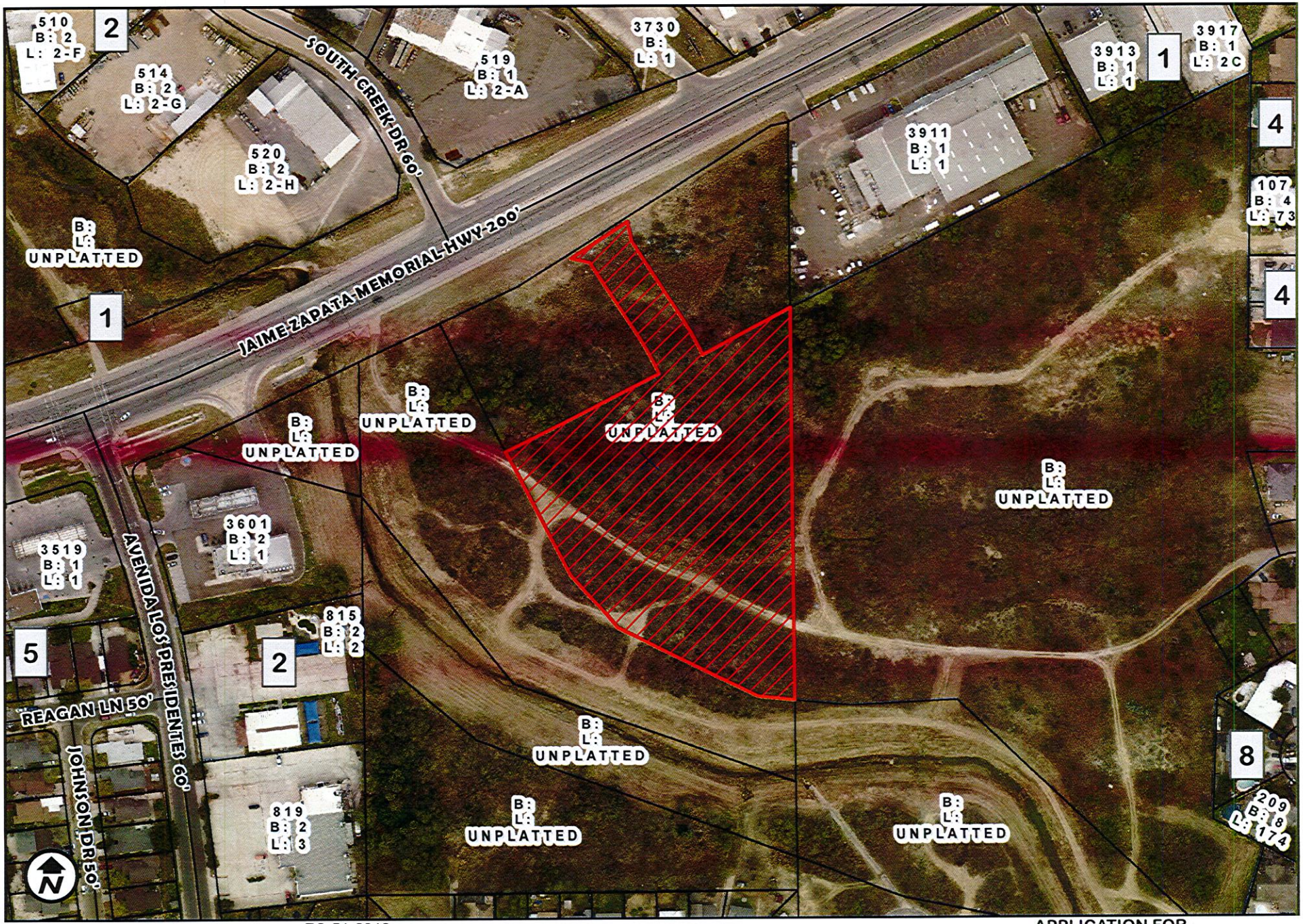
_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

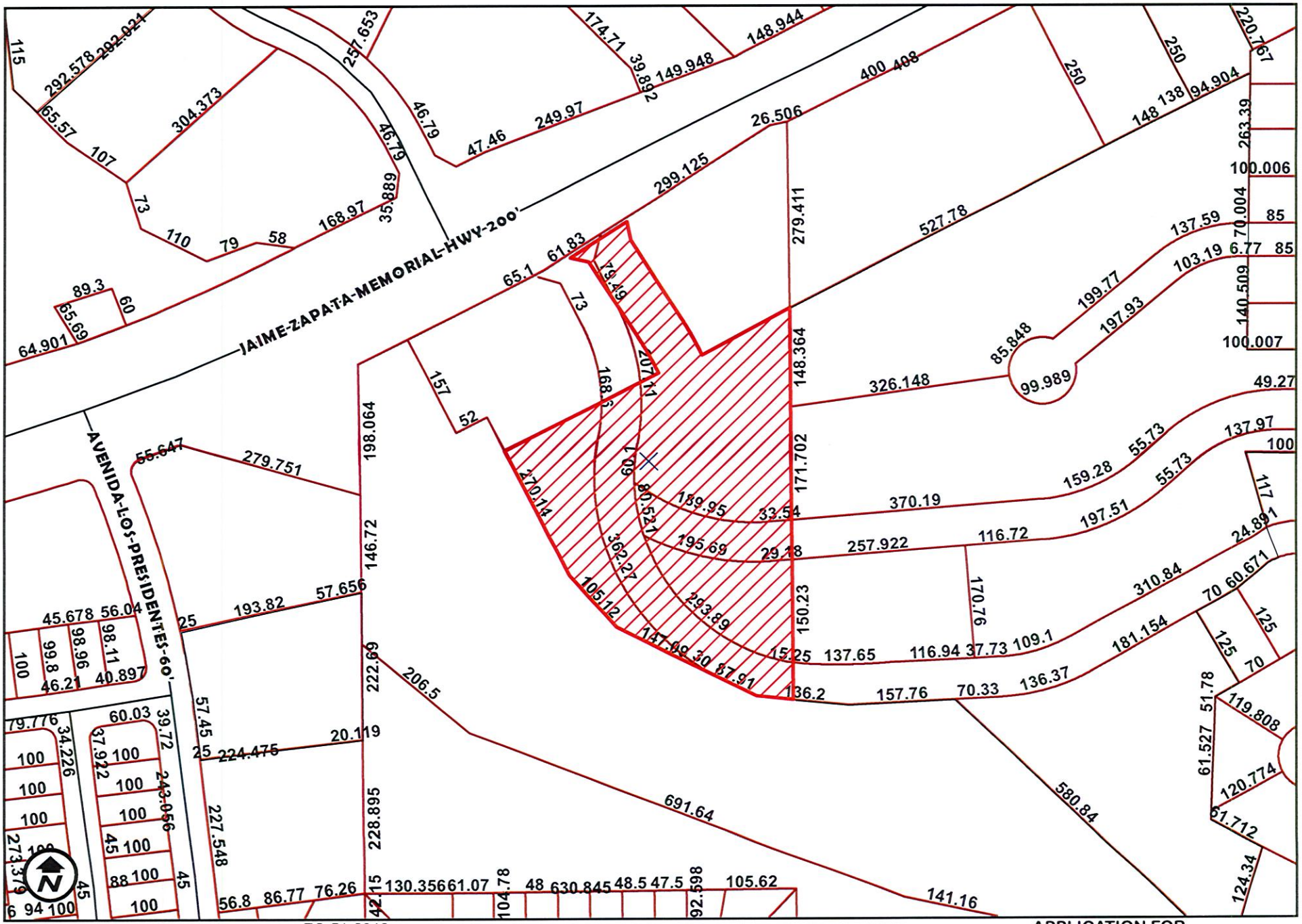


AERIAL MAP

1 inch = 183 feet

ZC-51-2019
COUNCIL DISTRICT 1
SOUTH OF JAIME ZAPATA MEMORIAL HWY.

APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> R1A (SINGLE FAMILY REDUCED AREA DISTRICT)



DIMENSIONS MAP

1 inch = 183 feet

ZC-51-2019

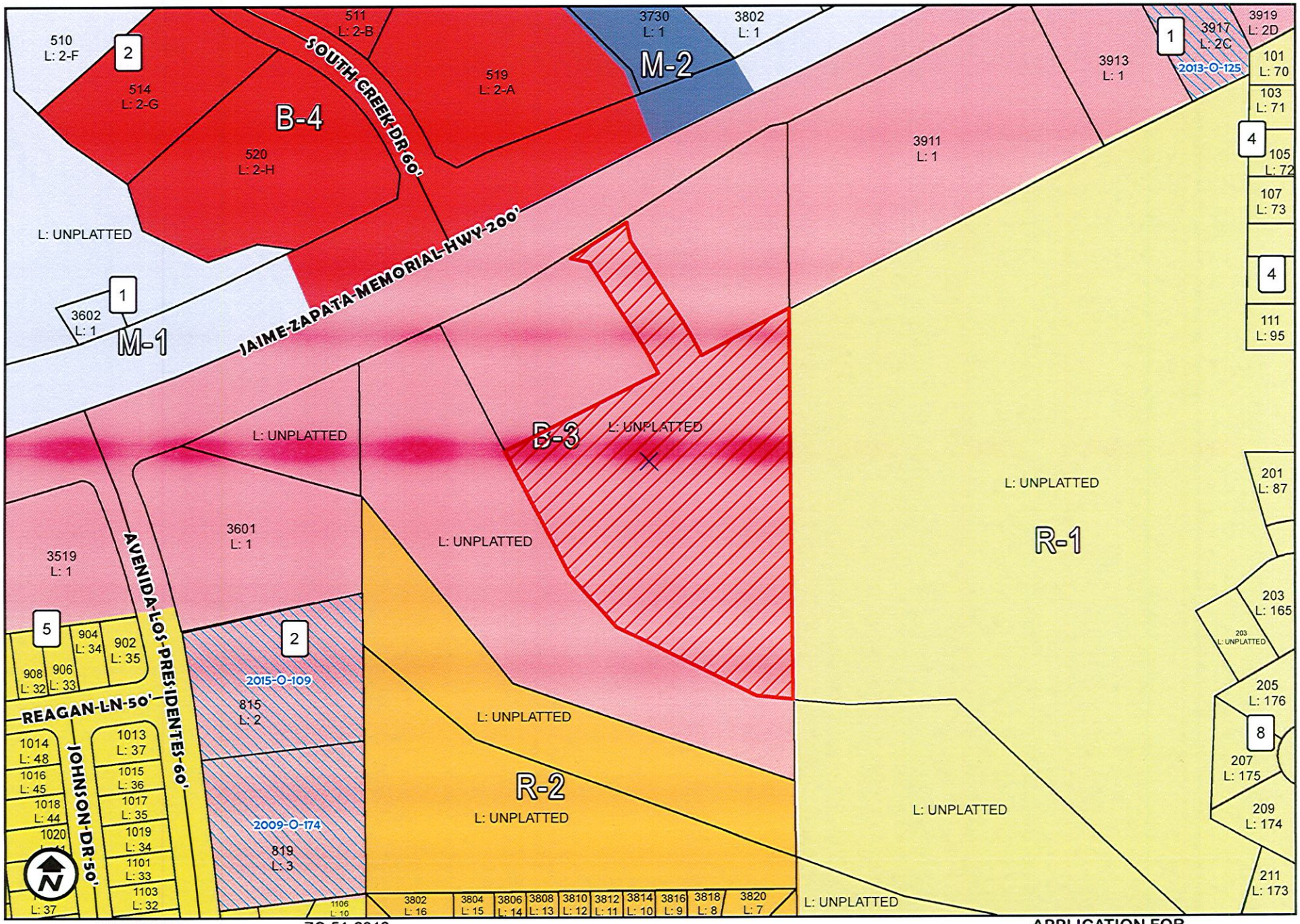
COUNCIL DISTRICT 1

SOUTH OF JAIME ZAPATA MEMORIAL HWY.

APPLICATION FOR

B3 (COMMUNITY BUSINESS DISTRICT)

-> R1A (SINGLE FAMILY REDUCED AREA DISTRICT)



ZONING MAP

1 inch = 183 feet

ZC-51-2019

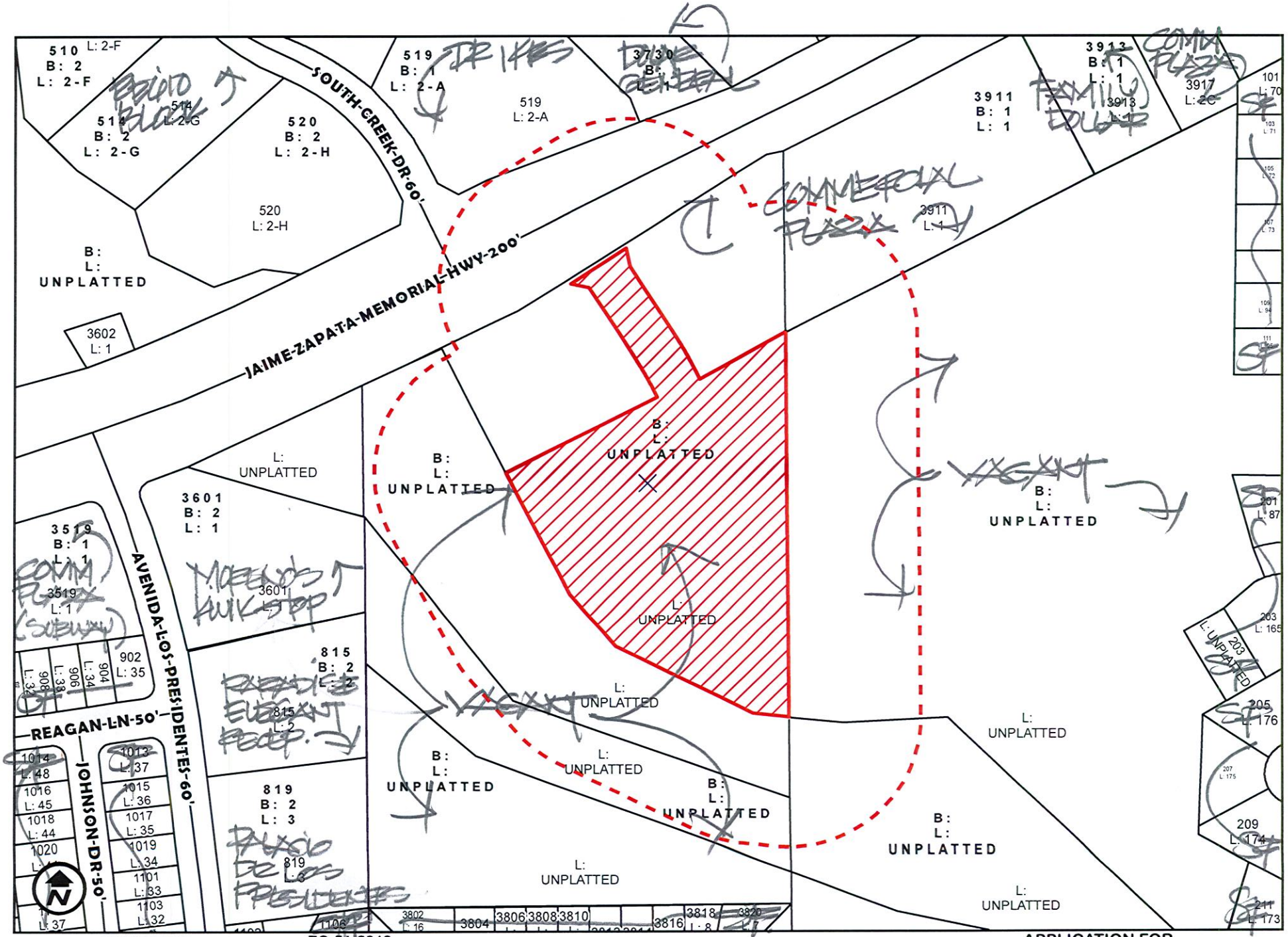
COUNCIL DISTRICT 1

SOUTH OF JAIME ZAPATA MEMORIAL HWY.

APPLICATION FOR

B3 (COMMUNITY BUSINESS DISTRICT)

-> R1A (SINGLE FAMILY REDUCED AREA DISTRICT)



SURVEY MAP

1 inch = 183 feet

ZC-51-2019

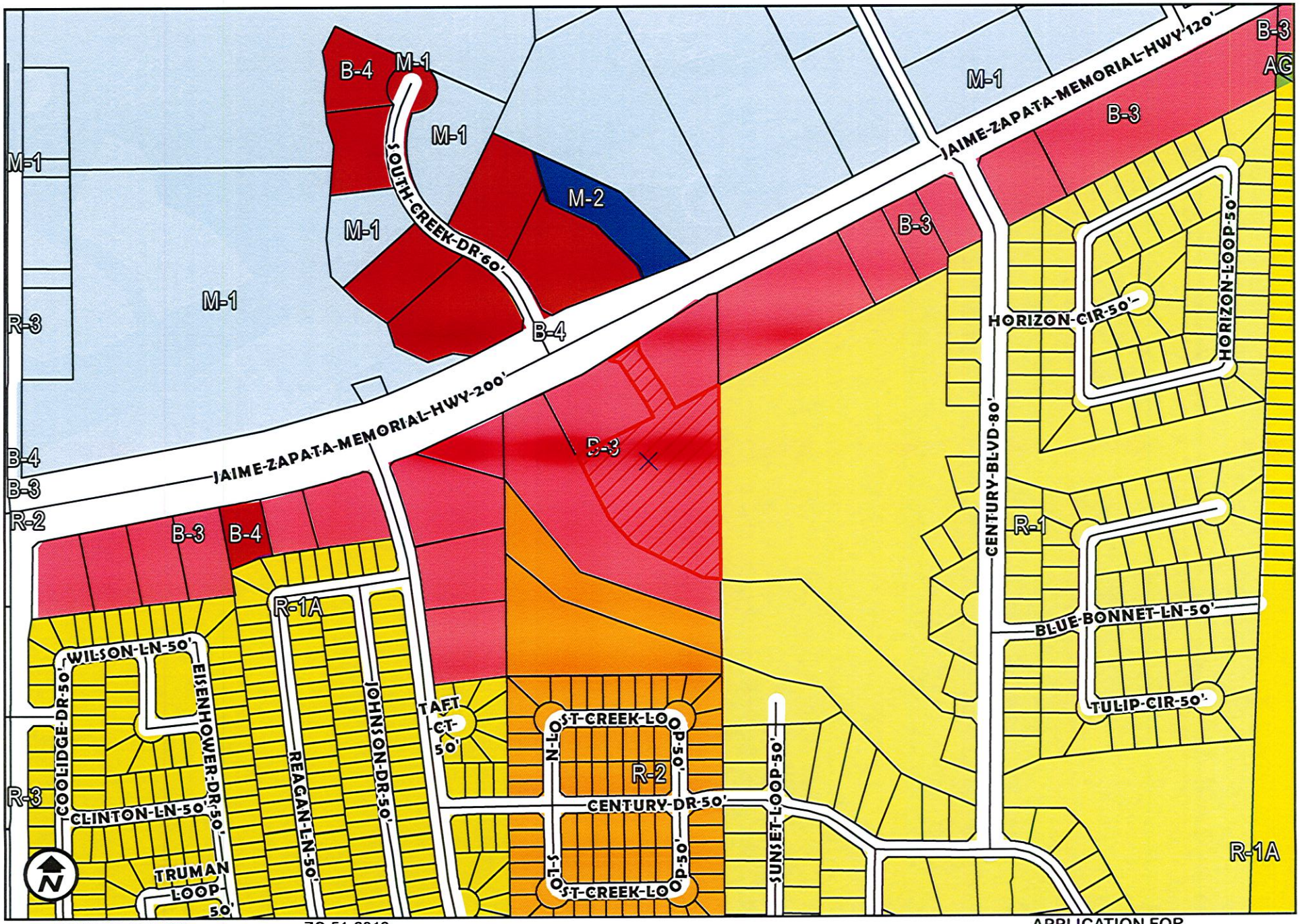
COUNCIL DISTRICT 1

SOUTH OF JAIME ZAPATA MEMORIAL HWY.

APPLICATION FOR

B3 (COMMUNITY BUSINESS DISTRICT)

-> R1A (SINGLE FAMILY REDUCED AREA DISTRICT)



ZONING OVERVIEW

1 inch = 367 feet

ZC-51-2019

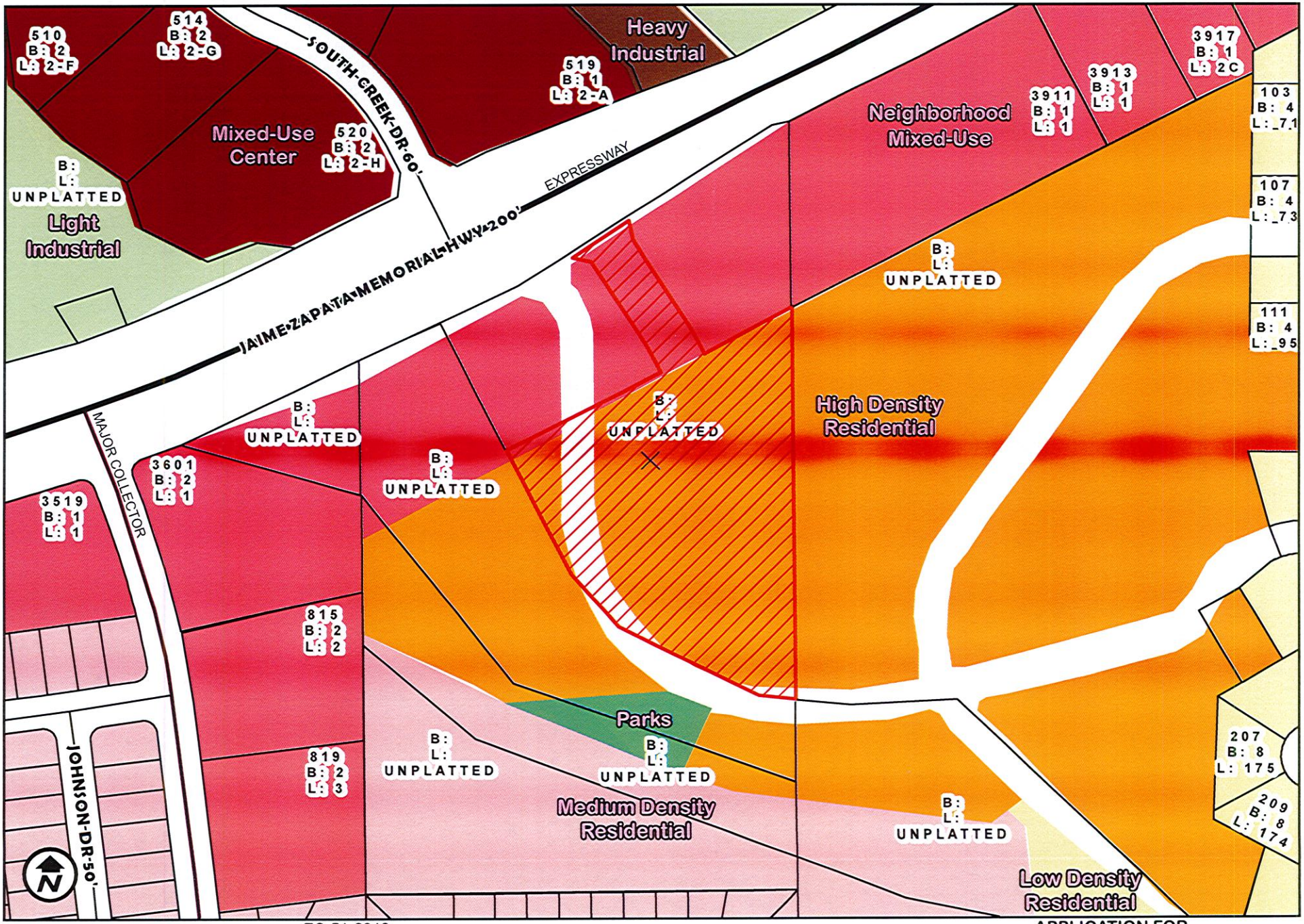
COUNCIL DISTRICT 1

SOUTH OF JAIME ZAPATA MEMORIAL HWY.

APPLICATION FOR

B3 (COMMUNITY BUSINESS DISTRICT)

-> R1A (SINGLE FAMILY REDUCED AREA DISTRICT)



FUTURE LANDUSE MAP

1 inch = 183 feet

ZC-51-2019

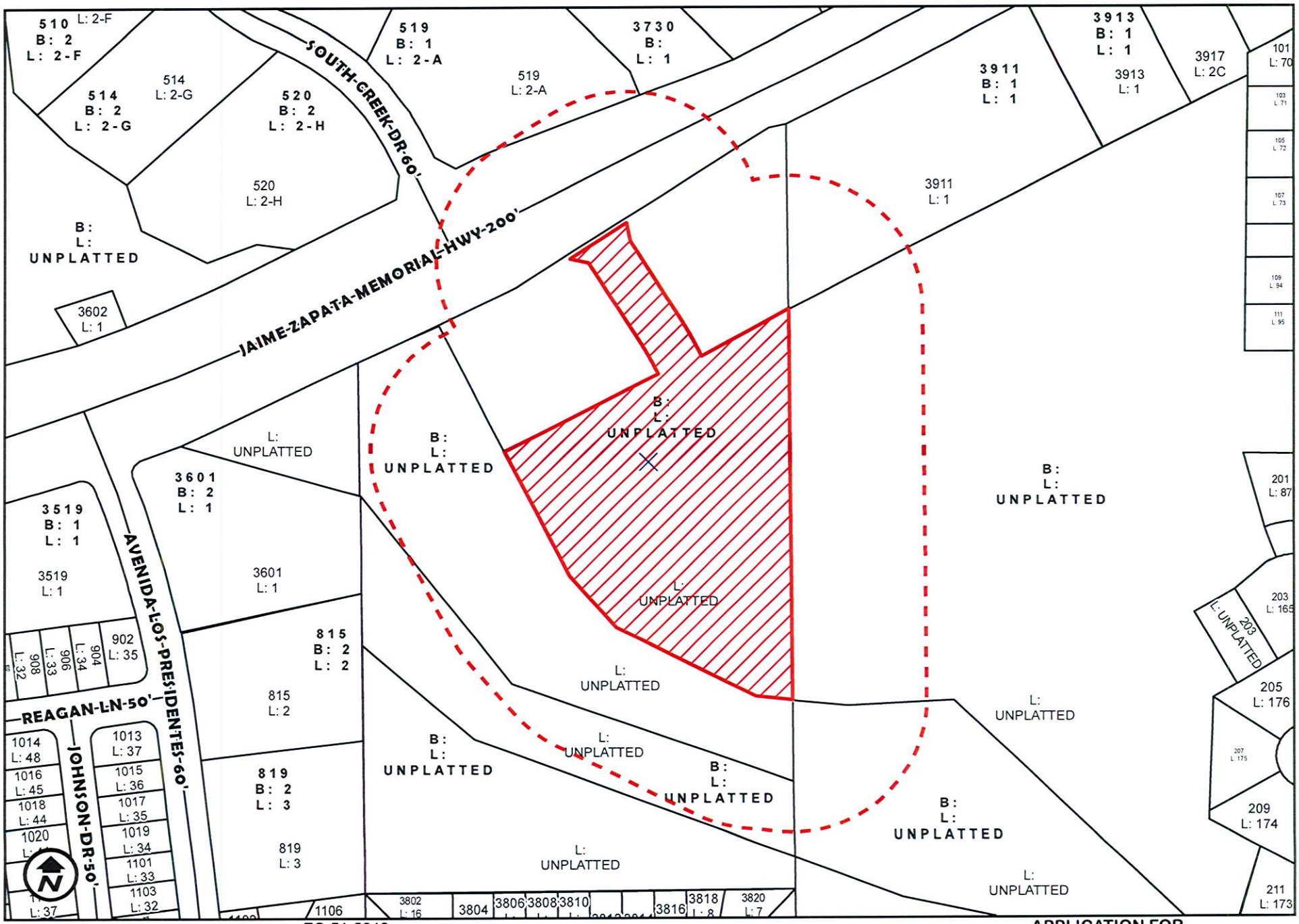
COUNCIL DISTRICT 1

SOUTH OF JAIME ZAPATA MEMORIAL HWY.

APPLICATION FOR

B3 (COMMUNITY BUSINESS DISTRICT)

-> R1A (SINGLE FAMILY REDUCED AREA DISTRICT)



200' NOTIFICATION

1 inch = 183 feet

ZC-51-2019

COUNCIL DISTRICT 1

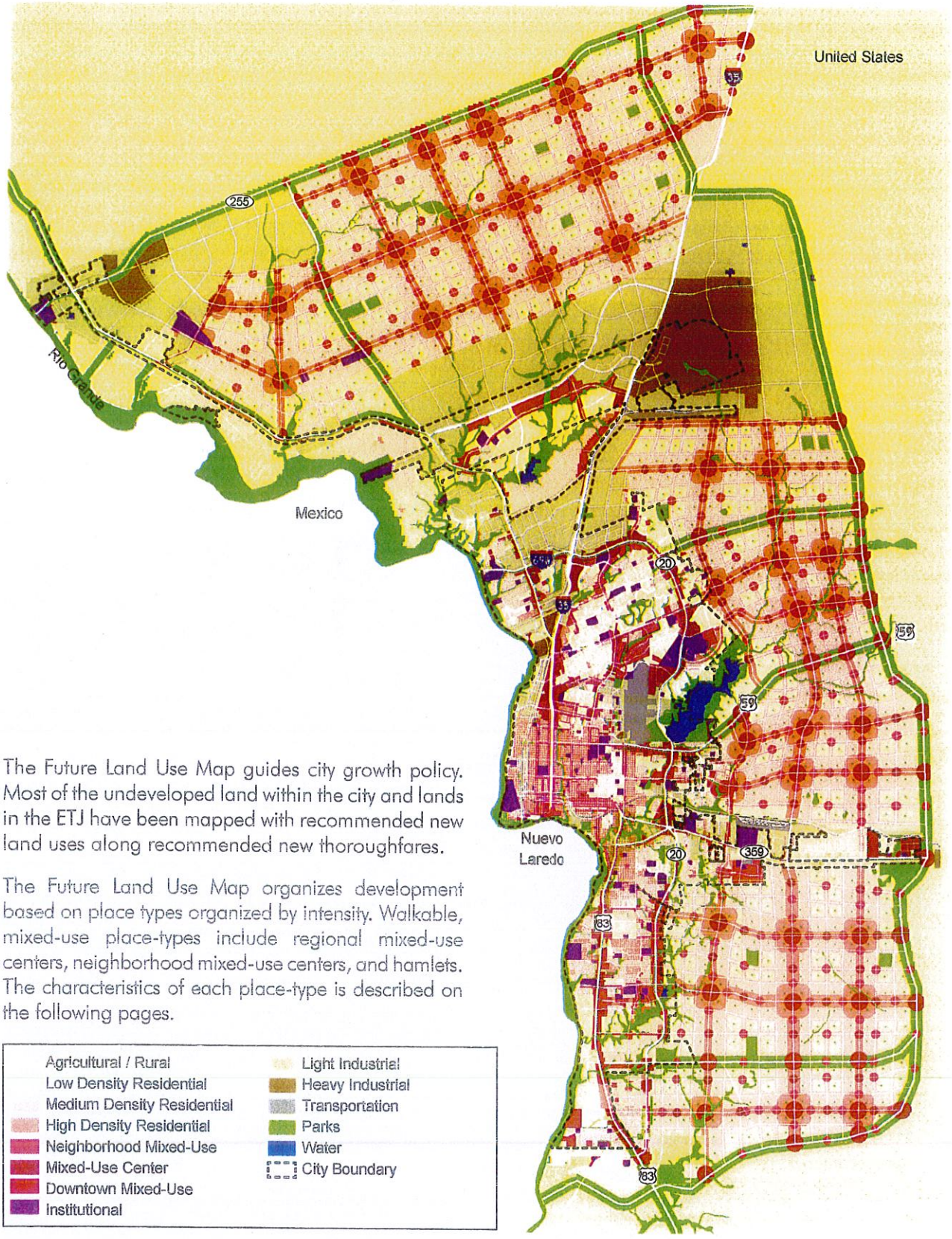
SOUTH OF JAIME ZAPATA MEMORIAL HWY.

APPLICATION FOR

B3 (COMMUNITY BUSINESS DISTRICT)

-> R1A (SINGLE FAMILY REDUCED AREA DISTRICT)

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

- Agricultural / Rural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Mixed-Use
- Mixed-Use Center
- Downtown Mixed-Use
- Institutional
- Light Industrial
- Heavy Industrial
- Transportation
- Parks
- Water
- City Boundary

Land Use Equivalents Chart

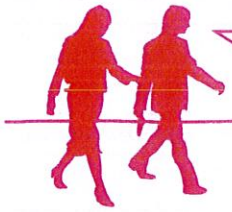
New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.
** Land uses allowed under a B4 are allowed with the exception of the following uses***:

Farms, General (Crops & Livestock)
Farms, General (Livestock/Ranch)
Bulk Grain And/Or Feed Storage
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.

Create incentives for job creation, economic development, and alternative land development options (higher and lower density).

Land Uses

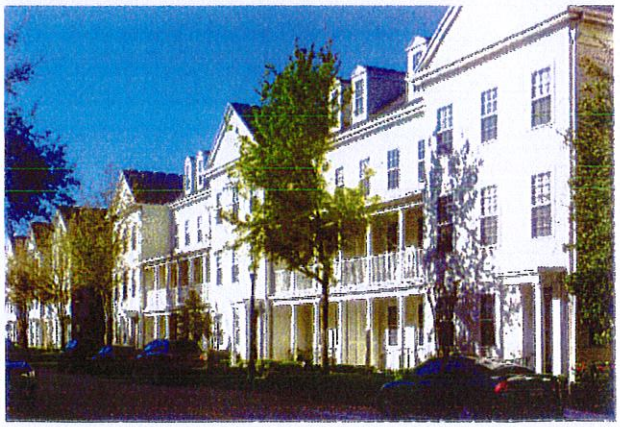
Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

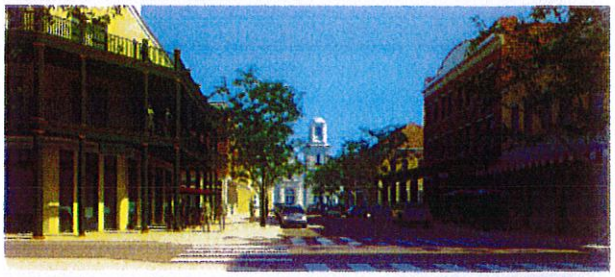
Low Density Residential

Medium Density Residential



High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

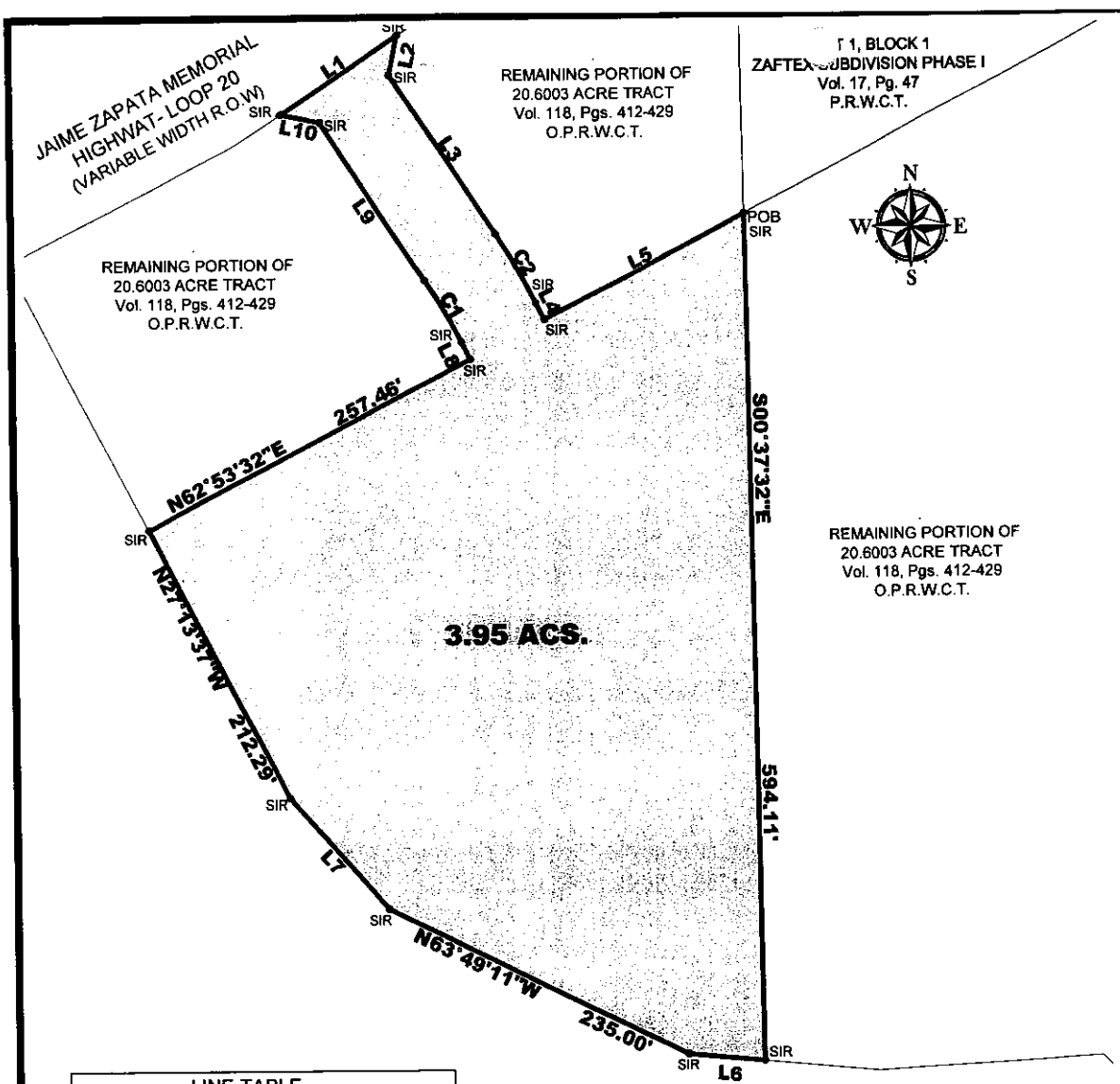
- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

ZC-51-2019
3.95 acres
B-3 to R-1A
South of Jaime Zapata Memorial Highway

ZC-51-2019
3.95 acres
B-3 to R-1A
South of Jaime Zapata Memorial Highway

ZC-51-2019
3.95 acres
B-3 to R-1A
South of Jaime Zapata Memorial Highway



LINE TABLE		
LINE	BEARING	LENGTH
L1	N56°59'47"E	100.00
L2	S11°59'47"W	28.28
L3	S33°00'13"E	133.31
L4	S26°52'35"E	13.08
L5	N62°53'32"E	160.87
L6	N84°36'18"W	54.62
L7	N41°39'49"W	105.12
L8	N26°52'35"W	13.32
L9	N33°00'13"W	133.31
L10	N78°00'13"W	28.28

"DEDICATION DEED"
CITY OF LAREDO
9.86 ACRE TRACT
Vol. 3136, Pgs. 757-768
O.P.R.W.C.T.

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.	TAN.
C1	470.00	50.26	6°07'37"	N29°56'24"W	50.24	25.15
C2	530.00	56.68	6°07'37"	S29°56'24"E	56.65	28.37

LEGEND			
PROPERTY LINE		SIR	SET IRON ROD
RD CENTERLINE		FIR	FOUND IRON ROD
EASEMENT		FC	FENCE CORNER
BLDG. SETBACK		PK	PK NAIL FOUND
BLDG. STRUCT.		MAG	MAG NAIL FOUND
LOT LINE		RR	RR SPIKE FOUND

MONUMENT HELD:

A FOUND 1/2" IRON ROD ON THE WEST RIGHT-OF-WAY LINE OF CENTURY BOULEVARD (80' R.O.W.), THE SOUTHEAST CORNER OF LOT 187, BLOCK 9, CENTURY CITY SUBDIVISION UNIT I RECORDED IN VOLUME 3, PAGHE 2A, WEBB COUNTY PLAT RECORDS AND A FOUND ½" IRON ROD ON THE WEST RIGHT-OF-WAY LINE OF CENTURY BOULEVARD (80' R.O.W.), THE NORTH CLIP CORNER OF LOT 73, BLOCK 4, CENTURY CITY SUBDIVISION UNIT I RECORDED IN VOLUME 3, PAGE 2A, WEBB COUNTY PLAT RECORDS.

RECORDED: N 01°12'09" E 1,317.50'
MEASURED: N 00°39'54" W 1,317.66'

STATE OF TEXAS
EDUARDO J. GUTIERREZ
5839
REGISTERED PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

EDUARDO J. GUTIERREZ R.P.L.S. No. 5839 — DATE 5-21-19

THIS SURVEY IS VALID ONLY WITH ORIGINAL SEAL IN RED INK

ENGINEERING REGISTRATION No. F-8019 — SURVEY REGISTRATION No. 100097-00

A TRACT OF LAND CONTAINING 3.95 ACRES, more or less, Being out of the remaining portion of a 25.702 Acre Tract out of 139.6 Acres of Part A-1 as shown on a plat recorded in Volume 2, Page 142, Webb County Plat Records. Part A-1 also described in "Partition Deed" recorded in Volume 219, Pages 521-549, Deed Records Webb County Texas. Subsequently conveyed to ZAFTEX Corporation described in "Deed of Trust" recorded in Volume 118, Pages 412-429, Official Public Records Webb County Texas. Situated in Porcion 32, Antonio Trevino Original Grantee, Abstract 296, City of Laredo, Webb County Texas xas

DRAWN BY:	R.G.C.	SCALE:	1"=100'
CHECKED BY:	A.X.C.	JOB #:	12928-19
APPROVED BY:	E.J.G.	FILE NAME:	12928-19 Century City Zone Change 3.95 Acs
FIELD DATE:	05.15.2019	SHEET:	1 OF 1

PREMIER ENGINEERING SURVEYING
1302 CALLE DEL NORTE, SUITE 2
LAREDO, TEXAS 78041
PH: (956) 717-1199 FAX: (956) 717-1196
premier-ce.com
LAND DEVELOPMENT • PLANNING • WATER • WASTEWATER • TRANSPOR...

Exhibit A

PREMIER ENGINEERING SURVEYING
1302 CALLE DEL NORTE, SUITE 2 LAREDO, TX 78041 PH: 956-717-1199 FAX: 956-717-1196
premier-ce.com

LEGAL DESCRIPTION
3.95 ACRES

A TRACT OF LAND CONTAINING 3.95 ACRES, more or less, Being out of the remaining portion of a 25.702 Acre Tract out of 139.6 Acres of Part A-1 as shown on a plat recorded in Volume 2, Page 142, Webb County Plat Records. Part A-1 also described in "Partition Deed" recorded in Volume 219, Pages 521-549, Deed Records Webb County Texas. Subsequently conveyed to ZAFTEX Corporation described in "Deed of Trust" recorded in Volume 118, Pages 412-429, Official Public Records Webb County Texas. Situated in Porcion 32, Antonio Trevino Original Grantee, Abstract 296, City of Laredo, Webb County Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", on the west line of the remaining portion of a 20.6003 Acre Tract out of 139.6 Acres of Part A-1 as shown on a plat recorded in Volume 2, Page 142, Webb County Plat Records. Part A-1 also described in "Partition Deed" recorded in Volume 219, Pages 521-549, Deed Records Webb County Texas, the east line of said remaining portion of 25.702 Acres, the most easterly northeast corner hereof;

THENCE **S 00° 37' 32" E** a distance of **594.11 feet** with the west line of said 20.6003 Acre Tract, the east line of said 25.702 Acre Tract to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", on the northerly line of a 9.86 Acre Tract conveyed to the City of Laredo described in "Dedication Deed" recorded in Volume 3136, Pages 757-768, Official Public Records Webb County Texas, the southeast corner hereof;

THENCE with the northeasterly line of said 9.86 Acre Tract the following calls:

N 84° 36' 18" W a distance of **54.62 feet** to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a deflection corner hereof;
N 63° 49' 11" W a distance of **235.00 feet** to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a deflection corner hereof;
N 41° 39' 49" W a distance of **105.12 feet** to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a deflection corner hereof;
N 27° 13' 37" W a distance of **212.29 feet** to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", the most westerly northwest corner hereof;

THENCE **N 62° 53' 32" E** a distance of **257.46 feet** to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", an interior corner hereof;

THENCE **N 26° 52' 35" W** a distance of **13.32 feet** to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a point of curvature hereof;

THENCE along said curve to the left having a radius of 470.00 feet, the long chord of which bears **N 29°56'24" E** for a distance of **50.24 feet,** an arc length of 50.26 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a point tangency hereof;

THENCE **N 33° 00' 13" W** a distance of **133.31 feet** to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a deflection hereof;

THENCE **N 78° 00' 13" W** a distance of **28.28 feet** to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", on the southeast right-of-way line of Jaime Zapata Memorial Highway (A.K.A.: loop 20) Variable Width R.O.W., an exterior corner hereof;

THENCE **N 56° 59' 47" E** a distance of **100.00 feet** with the southeast right-of-way line of said Jaime Zapata Memorial Highway (A.K.A.: loop 20) Variable Width R.O.W. to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", the most northerly northeast corner hereof;

THENCE **S 11° 59' 47" W** a distance of **28.28 feet** to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a deflection hereof;

THENCE **S 33° 00' 13" E** a distance of **133.31 feet** to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a point of curvature hereof;

THENCE along said curve to the right having a radius of 530.00 feet, the long chord of which bears **S 29°56'24" E** for a distance of **56.65 feet,** an arc length of 56.68 feet to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", a point tangency hereof;

THENCE **S 26° 52' 35"** E a distance of **13.08 feet** to a set ½" iron rod w/blue plastic cap labeled "PCE 100097-00", an interior corner hereof;

THENCE N 62° 53' 32" E a distance of 160.87 feet to the **POINT OF BEGINNING** and containing 3.95 acres of land, more or less.

MONUMENT HELD:

A FOUND 1/2" IRON ROD ON THE WEST RIGHT-OF-WAY LINE OF CENTURY BOULEVARD (80' R.O.W.), THE SOUTHEAST CORNER OF LOT 187, BLOCK 9, CENTURY CITY SUBDIVISION UNIT I RECORDED IN VOLUME 3, PAGHE 2A, WEBB COUNTY PLAT RECORDS AND A FOUND ½" IRON ROD ON THE WEST RIGHT-OF-WAY LINE OF CENTURY BOULEVARD (80' R.O.W.), THE NORTH CLIP CORNER OF LOT 73, BLOCK 4, CENTURY CITY SUBDIVISION UNIT I RECORDED IN VOLUME 3, PAGE 2A, WEBB COUNTY PLAT RECORDS.

RECORDED: N 01°12'09" E 1,317.50'
MEASURED: N 00°39'54" W 1,317.66'

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING "FIELD NOTES" AND ATTACHED "PLAT OF SURVEY" WERE PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

Eduardo J. Gutierrez, R.P.L.S. No. 5839

STATE OF TEXAS
EDUARDO J. GUTIERREZ
5839
REGISTERED PROFESSIONAL LAND SURVEYOR

5-21-19
Date:

Owner:
Zaftex Corporation
P.O. Box 672
LAREDO, TEXAS 78040
PHONE: (956) 724-8355

PREMIER
ENGINEERING & SURVEYING
ENGINEERING FIRM # F-8019
SURVEYING FIRM # LS-100127
Phone (956) 717-1199
Fax (956) 717-1196
E-mail premier@premier-ce.com
1302 Calle Del Norte Ste 2
Laredo, Texas 78041

EXHIBIT
CENTURY CITY

20.81 ACS.
ZONE CHANGE

DRAWN BY	R.G.C.
CHECKED BY:	R.G.C.
APPROVED BY:	E.J.G.
DATE	05/17/19
REVISED DATE	
SCALE 11x17	1"=200'
SCALE 24x36	1"=100'
JOB #	12712-19
FILE NAME	EXHIBIT CENTURY CITY
SHEET	1 OF 1

Public Hearings (also Intro Ord) **18.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Claudia San Miguel, Transit General Manager

SUBJECT

Public Hearing and Introductory Ordinance authorizing the Co-Interim City Managers to amend the FY2018-2019 El Metro Operations Budget (558) expenditures and transferring funds from Transit Sales Tax (518) to El Metro Operations fund (558) in the amount of $104,622.00. These funds will be used to develop and implement a Pilot Urban Circulator Program.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

On May 6, 2019, the second reading was approved by the Mass Transit Board to amend the 2018-2019 Transit Center budget.

BACKGROUND

Authorizing the Co-Interim City Managers to amend the FY2018-19 El Metro Operations Budget (558) expenditures and transferring funds from Transit Sales Tax (518) to El Metro Operations fund (558) in the amount of $104,622.00. These funds will be used to develop and implement a Pilot Urban Circulator Program.

September 2009, the Laredo Urban Transportation Study (LUTS), Metropolitan Planning Organization (MPO) funded the required Transit Development Plan for El Metro. This plan sets of the five-year program of improvements to serve the transportation needs within the Laredo Metropolitan Organization boundary. A number of recommendations (unfunded) were approved.As a result of low ridership the Laredo Transit Development Plan (2009 TDP study) recommendations included the restructuration of the system to include feeder routes (page 37). September 2009, the Laredo Urban Transportation Study (LUTS), Metropolitan Planning Organization (MPO) funded the required Transit Development Plan for El Metro. This plan sets of the five-year program of improvements to serve the transportation needs within the Laredo Metropolitan Organization boundary.
A number of recommendations (unfunded) were approved. Most recently in 2016, the Laredo Urban Transportation Study (LUTS), Metropolitan Planning Organization (MPO) funded the required Transit Development Plan for El Metro. A number of recommendations (unfunded) were approved and adopted by both MPO and the Mass

Transit Board (City Council).

- Replace Fleet and Bus Stop Improvements 8-1.
- Route modifications to address poor performing routes: 5-Tilden, 8B Guadalupe / Villa del Sol, 11 - Gustavus,13- Heritage Park,and 15 Main/Riverside 8-27.
- Improve frequency on high performing routes: Santa Maria, TAMIU, Mines Road, and Los Angeles 8-28.
- New route evaluation / implementation: Direct Service from both South and West to TAMIU.
- Industrial Park Circulator / Mines Road Circulator 8-20. Additional Hubs / Transfer Center (Circulators) 8-22.
- New Park and Ride facilities 8-23.
- Connect with Rural Providers, BRT (2011 Study) 8-24.
- Enhance Technology features: Google Transit, Bus Passes and WiFi aboard buses and vans 8-8 / 8-10.
- Comprehensive Operational Analysis ($300K) and other related studies 8-23.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommeds approval amending the El Metro Operations budget 2018-2019.

Fiscal Impact

Fiscal Year:	2018-2019
Bugeted Y/N?:	N
Source of Funds:	5518/558
Account #:	Various
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

FROM FUND 518- TRANSIT SYSTEM			
	Original Budget	**Amendment**	**Amended Budget**
Transit System- Transfer Out	104,622	(104,622)	0
TO FUND 558- EL METRO OPERATIONS			
	Original Budget	**Amendement**	**Amended Budget**
Expenditures	0	104,622	104,622

Attachments

Ordinance No. 2019-O

ORDINANCE NO. 2019-O-

AUTHORIZING THE CO-INTERIM CITY MANAGERS TO AMEND THE CITY OF LAREDO FY18-19 EL METRO OPERATIONS BUDGET (558) EXPENDITURES AND TRANSFERRING FUNDS FROM TRANSIT SALES TAX (518) TO EL METRO OPERATIONS FUND (558) IN THE AMOUNT OF $104,622. THESE FUNDS WILL BE USED TO DEVELOP AND IMPLEMENT A PILOT URBAN CIRCULATOR PROGRAM.

WHEREAS, the City Council previously adopted the budget for fiscal year 2018-2019; and

WHEREAS, The City Council finds it to be in the best interests of the City of Laredo, Texas, to amend the FY 18-19 El Metro's Operations Budget (558) expenditures and transfeering funds from Transit Sales Tax (518) to El Metro Operations fund (558) in the amount of $104,62. These funds will be used to develop and implement a Pilot Urban Circulator Program.

WHEREAS, a public hearing and introductory ordinance will be held on August 5, 2019.

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

Section 1. The FY18-19 Transit Operations Budget is hereby amended to appropriate $104,622 to develop and implement a Pilot Urban Circulator Program.

Section 2. The transit sales tax funds will be deposited in the City of Laredo Transit Operations Budget accounts.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY_____
KRISTINA L. HALE
CITY ATTORNEY

Public Hearings (also Intro Ord) 19.

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Claudia San Miguel, Transit General Manager

SUBJECT

Public Hearing and Introductory Ordinance authorizing the Co-Interim City Managers to amend the FY2018-2019 Capital Grants budget by drawing down from fund balance $63,668.00 to cover the local match of $72,000.00 for Advanced Funding Agreement (AFA) No. CSJ-0922-33-181 with the Texas Department of Transportation for the MPO ADA Bus Stops and Bicycles Plazas Improvement Project.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On July 1, 2019, the Mass Transit Board appoved the execution of AFA No. CSJ-0922-33-181 with the Texas Department of Transortation in the amount of $200,000 for city-wide improvements of ADA Bus Stops and Bicycle Plazas Project.

BACKGROUND

The Federally funded Transportation Alternative (TA) - Set Aside Program offers opportunities to expand transportation choices and enhance the transportation experience through several categories of activities related to the surface transportation system. The Transportation Alternative (TA) - Set Aside Program focuses on non-traditional transportation projects. Transportation Alternative (TA)-Set Aside Program projects must relate to surface transportation and be eligible under one or more of the qualifying categories. The City of Laredo and the Laredo Transit Management Inc. (LTMI) acknowledges availability of the required local match of 20% and the availability of funds to pay all up-front costs, since the TA Program is a cost reimbursement program. As a result,the City of Laredo and the Laredo Transit Management Inc. hereby assures that sufficient funding for the El Metro ADA Bus Stop and Bike Plazas Enhancement Program is available, as the TA Program is a cost reimbursement program. The required local match in the amount of $76,000 will be used from the Transit's Sales Tax fund on fiscally year 2020.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of this ordinance.

Fiscal Impact

Fiscal Year:	2018-2019
Bugeted Y/N?:	N
Source of Funds:	CAPITAL GRANTS
Account #:	518
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

	ORIGINAL BUDGET	**AMENDMENT**	**AMENDED BUDGET**
FUND BALANCE DRAWDOWN	190,025	(63,668)	126,357
	ORIGINAL BUDGET	**AMENDMENT**	**AMENDED BUDGET**
RESERVE APPROPRIATION	48,727	63,668	112,395

Attachments

Grant CSJ#0922-33-181
RESOLUTION 2019-RT-09
Introductory Ordinance 2019-O

TxDOT:			Federal Highway Administration:	
CSJ #	0922-33-181		CFDA No.	20.205
District #	22- Laredo		CFDA Title	Highway Planning and Construction
Code Chart 64 #	24000			
Project Name	ADA Bus stops and bicycle plazas		*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

MPO-Selected Off-System

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the **City of Laredo** (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as ADA Bus stops and bicycle plazas (Project), and

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 115291 (MO) dated August 30, 2018 awarding funding for TASA projects in the 2018 TASA Program Call of the Laredo Urban Transportation Study, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **23T**, which is attached to and made a part of this Agreement as

Attachment A, Resolution or Ordinance. A map showing the Project location appears in Attachment B, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.

B. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

A. The scope of work for Project consists of replacing existing bus stops at various locations across the City of Laredo. The new bus stop structures will be slimline arched shelters that include solar lighting, wall mounted benches, map cases and bike racks. Additionally, two of the locations will include a bike repair station. The purpose of this project is to provide the community with accessible and safe bus stops.

B. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment C, Project Budget Estimate and Source of Funds (Attachment C).

A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The total estimated project cost as shown in Attachment C incudes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the nomination form is included in Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project's estimated budget and any operating or maintenance expenses.

G. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State's estimated construction oversight and construction cost.

H. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

I. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

J. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

K. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

L. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

M. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

N. State will not pay interest on any funds provided by Local Government.

O. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

P. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

Q. If Local government is an Economically Disadvantaged County (EDC) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

A. This Agreement may be terminated by any of the following conditions:
   1. By mutual written consent and agreement of all parties;
   2. By any party with 90 days written notice; or
   3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

D. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
   1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
   2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
   3. Local Government withdraws from participation in Project.
   4. State determines that federal funding may be lost due to Project not being implemented and completed.
   5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
   6. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.
   7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

E. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless specified in (1) the nomination form approved by State or MPO in consultation with State and (2) this agreement, Local Government will not be reimbursed with federal or state funds for the cost of required utility work. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be

adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.

B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.

D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

A. Architectural and engineering services for preliminary engineering will be provided by Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TASA reimbursement.

B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and

documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

A. Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

C. All contract change order review and approval procedures must be approved by State prior to start of construction.

D. Upon completion of Project, the party constructing Project will issue and sign a “Notification of Completion” acknowledging Project’s construction completion.

E. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

F. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the

purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.

B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.

G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.

I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code §11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Laredo ATTN: City Manager 1110 Houston St. Laredo, Texas 78040	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability

shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement’s subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement standards established in Title 49 CFR §18.36, to the property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the

Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such

contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise ("**DBE**") Program requirements established in 49 CFR Part 26.

B. Local Government shall adopt, in its totality, State's federally approved DBE program.

C. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR

Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. Local Government agrees that it shall:
   1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is https://www.sam.gov/portal/public/SAM/.
   2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
   3. Report the total compensation and names of its top five executives to State if:
      a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
      b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov .

C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*

D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

TxDOT:			Federal Highway Administration:	
CSJ #	0922-33-181		CFDA No.	20.205
District #	22- Laredo		CFDA Title	Highway Planning and Construction
Code Chart 64 #	24000			
Project Name	ADA Bus stops and bicycle plazas		*AFA Not Used For Research & Development*	

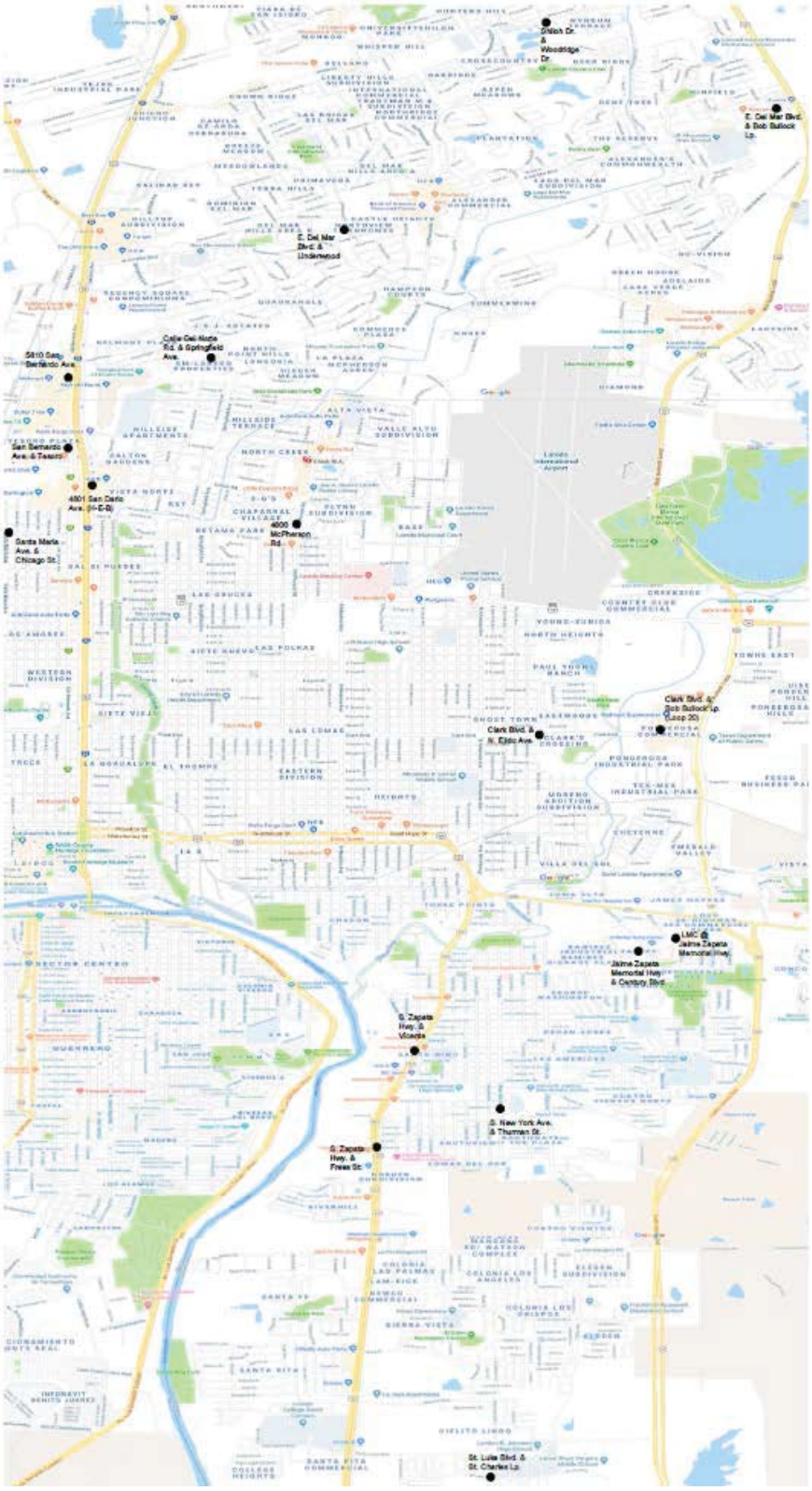
THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart Typed or Printed Name	Robert A. Eads / Rosario C. Cabello Typed or Printed Name
Director of Contract Services Typed or Printed Title	Interim Co-City Managers Typed or Printed Title
Date	Date

TxDOT:			Federal Highway Administration:	
CSJ #	0922-33-181		CFDA No.	20.205
District #	22- Laredo		CFDA Title	Highway Planning and Construction
Code Chart 64 #	24000			
Project Name	ADA Bus stops and bicycle plazas		*AFA Not Used For Research & Development*	

ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT

TxDOT:			Federal Highway Administration:	
CSJ #	0922-33-181		CFDA No.	20.205
District #	22- Laredo		CFDA Title	Highway Planning and Construction
Code Chart 64 #	24000			
Project Name	ADA Bus stops and bicycle plazas		*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT LOCATION MAP



TxDOT:			Federal Highway Administration:	
CSJ #	0922-33-181		CFDA No.	20.205
District #	22- LRD		CFDA Title	Highway Planning and Construction
Code Chart 64 #	24000			
Project Name	ADA Bus stops and bicycle plazas		*AFA Not Used For Research & Development*	

ATTACHMENT C
PROJECT ESTIMATE AND SOURCE OF FUNDS

(LG) Performs PE Work or Hires Consultant / (LG) Lets Project for Construction

Description of Project Costs to be Incurred		Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on MPO-selected projects where applicable		State Participation Includes authorized EDC amounts		Local Government Participation Includes authorized EDC reduction	
			%	Cost	%	Cost	%	Cost
Work Performed by Local Government ("LG")								
Planning/Maps/Education/Non-CST		$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering		$25,000	0%	$0	0%	$0	100%	$25,000
Environmental Cost		$1,000	0%	$0	0%	$0	100%	$1,000
Right of Way		$0	0%	$0	0%	$0	0%	$0
Utilities		$0	0%	$0	0%	$0	0%	$0
Construction Cost	$225,000							
Eligible In-Kind Contribution Value	$0							
Total Construction Value (sum of construction cost and in-kind value)		$225,000	80%	$180,000	0%	$0	20%	$45,000
Work by LG Subtotal		**$251,000**		**$180,000**		**$0**		**$71,000**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
Preliminary Engineering[1]		$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]		$0	0%	$0	0%	$0	0%	$0
Right of Way[3]		$0	0%	$0	0%	$0	0%	$0
Utilities[2]		$0	0%	$0	0%	$0	0%	$0
Construction[2]		$0	0%	$0	0%	$0	0%	$0
Work by State Subtotal		**$0**		**$0**		**$0**		**$0**

TxDOT:			Federal Highway Administration:	
CSJ #	0922-33-181		CFDA No.	20.205
District #	22- LRD		CFDA Title	Highway Planning and Construction
Code Chart 64 #	24000			
Project Name	ADA Bus stops and bicycle plazas		*AFA Not Used For Research & Development*	

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on MPO-selected projects where applicable		**State Participation** Includes authorized EDC amount		**Local Government (LG) Participation** Includes authorized EDC reduction	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Preliminary Engineering[1]	$10,000	80%	$8,000	0%	$0	20%	$2,000
Environmental Cost[1]	$2,000	80%	$1,600	0%	$0	20%	$400
Right of Way[1]	$2,000	80%	$1,600	0%	$0	20%	$400
Utilities[1]	$2,000	80%	$1,600	0%	$0	20%	$400
Construction[2]	$9,000	80%	$7,200	0%	$0	20%	$1,800
Direct State Costs Subtotal	$25,000	80%	$20,000	0%	$0	20%	$5,000
Indirect State Cost	$14,711		$0	100%	14,711		$0
TOTAL PARTICIPATION	$290,711		$200,000		$14,711		$76,000
In-kind Contribution Credit Applied						0%	$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							**$76,000**

- The estimated total participation by Local Government is $76,000.00, plus 100% of overruns.
- Total estimated payment by Local Government to State is $5,000.00.
- [1]Local Government's first payment of $3,200.00 is due to State within 30 days from execution of this contract.
- [2] Local Government's second payment of $1,800.00 is due to State within 60 days prior to the Construction contract being advertised for bids.
- [3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- This is an estimate, the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $200,000.00.

City Council-Regular
Meeting Date: 07/01/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Claudia San Miguel, Transit General Manager

SUBJECT

2019-RT-09 Authorizing the Co-Interim City Managers to execute Advanced Funding Agreement (AFA) no. CSJ-0922-33-181 with the Texas Department of Transportation in the amount of $200,000.00 including an estimated local participation in the amount of $76,000.00 including overruns for the city improvement of ADA Bus Stops and Bicycle Plazas Project. The required local match is funded from the Transit local sales tax.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

The Mass Transit Board approved to submit a grant application to the MPO Set-Aside program for 2018 Call for Projects on June 18, 2018.

BACKGROUND

The Federally funded Transportation Alternative (TA) - Set Aside Program offers opportunities to expand transportation choices and enhance the transportation experience through several categories of activities related to the surface transportation system. The Transportation Alternative (TA) - Set Aside Program focuses on non-traditional transportation projects. Transportation Alternative (TA)-Set Aside Program projects must relate to surface transportation and be eligible under one or more of the qualifying categories. The City of Laredo and the Laredo Transit Management Inc. (LTMI) acknowledges availability of the required local match of 20% and the availability of funds to pay all up-front costs, since the TA Program is a cost reimbursement program. As a result,the City of Laredo and the Laredo Transit Management Inc. hereby assures that sufficient funding for the El Metro ADA Bus Stop and Bike Plazas Enhancement Program is available, as the TA Program is a cost reimbursement program. The required local match in the amount of $76,000 will be used from the Transit's Sales Tax fund on fiscally year 2020.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of this resolution.

Fiscal Impact

Fiscal Year:	2020
Bugeted Y/N?:	Y
Source of Funds:	Grant
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The required local match will be provided on FY 2020.

Attachments

AFA Agreement
2019-RT-09

ORDINANCE NO. 2019-O-

AUTHORIZING THE CO-INTERIM CITY MANAGERS TO AMEND THE FY18-19 CAPITAL GRANTS BUDGET BY DRAWING DOWN FROM THE FUND BALANCE OF $63,668 TO COVER THE LOCAL MATCH FOR ADVANCED FUNDING AGREEMENT (AFA) NO. CSJ-0922-33-181 WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE LAREDO MPO ADA BUS STOPS AND BICYCLES PLAZAS IMPROVEMENT PROJECT.

WHEREAS, the City Council previously adopted the capital budget for fiscal year 2018-2019; and

WHEREAS, The City Council finds it to be in the best interests of the City of Laredo, Texas, to amend the FY 18-19 Transit Capital Budget by drawing down from the fund balance of $63,668 to cover the local match for Advanced Funding Agreement (AFA) No. CSJ-0922-33-181 with the Texas Department of Transportation for the Laredo MPO ADA Bus Stops and Bicycles Plazas Improvement Project.

WHEREAS, a public hearing and introductory ordinance will be held on August 5, 2019.

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

Section 1. The FY18-19 Transit Capital Budget is hereby amended to appropriate $63,668 to cover the local match for AFA No. CSJ-0922-33-181.

Section 2. The funds shall be deposited in the City of Laredo Transit Capital account.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY_____
KRISTINA L. HALE
CITY ATTORNEY

Public Hearings (also Intro Ord) **20.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Initiated By: Riazul Mia, P.E, CFM, Utilities Director

Staff Source: Riazul Mia, P.E., CFM, Utilities Director

SUBJECT

Public Hearing and Introductory Ordinance amending Ordinance No. 2019-O-071, Chapter 31 (Utilities), Article III, (WATER), Division 3 (RATES AND CHARGES), section 31-138 (Water Rates) by renaming Table 4 called the multifamily rates from Water Demand Fees and creating Table 5, named Water Demand Fees, per year from October 1, 2019 to October 1, 2022 at the levels indicated in the rate tables provided within this ordinance. Also, correcting the typo in Table 1. These rates will automatically go into effect on October 1, 2019 and for each subsequent year thereafter though October 1, 2022; providing for an annual rate adjustment of 3% for all customer classes beginning October 1, 2023 and each year thereafter; providing for publication and an effective date.

PREVIOUS COUNCIL ACTION

On July 1, 2019, City Council made a motion directing staff to bring an ordinance that classifies apartments and condominiums as residential users and that the conservation rate does not apply to these properties.

BACKGROUND

On July 1, 2019 City Council meeting, City council discussed the impact of rate increse on multifamily since they are charged currently as commercial account and made a motion to charge the multifamily with residential rate without the conservation penalty.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Introduction of the ordinance.

Fiscal Impact

Fiscal Year: 2019

Bugeted Y/N?: N/A
Source of Funds: Charges for Services
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Rate changes will be reflected in the Water and Sewer revenues within the operating funds.

Attachments

Multifamily-rate

AN ORDINANCE NO 2019-O-XXX

Amending Ordinance No. 2019-O-071, Chapter 31 (Utilities), Article III, (WATER), Division 3 (RATES AND CHARGES), section 31-138 (Water Rates) by renaming Table 4 called the multifamily rates from Water Demand Fees and creating Table 5, named Water Demand Fees, per year from October 1, 2019 to October 1, 2022 at the levels indicated in the rate tables provided within this ordinance. Also, correcting the typo in Table 1. These rates will automatically go into effect on October 1, 2019 and for each subsequent year thereafter though October 1, 2022; Providing for an annual rate adjustment of 3% for all customer classes beginning October 1, 2023 and each year thereafter; Providing for publication and an effective date.

WHEREAS, the City of Laredo continues to grow and the City's water and wastewater infrastructure has not kept pace with the growth; and

WHEREAS, a large investment is needed in order to pay for the capital improvements needed for the water and wastewater systems; and

WHEREAS, the City Council has determined that water and sewer rate increases are necessary in order to fund the capital improvements and keep up with the increased costs of equipment, services and inflation to insure that the water and wastewater systems continue to provide services to our customers: and

WHEREAS, the City council has decided to create a rate structures for the multifamily instead of charging the commercial rates;

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

Section 1. The city of Laredo Code of Ordinances, Chapter 31, Utilities, Article III, Water, Division 3, Water Rates, Sec. 31-138 is hereby amended as follows:

ARTICLE III: WATER

DIVISION 3. - RATES AND CHARGES

Sec. 31-138. - Water rates.

Premises connected with water system. Charges shall be paid by all persons owning or occupying premises which are connected with the water system in accordance with the following schedule of rates; and such charges as are hereinafter described are hereby levied and assessed, as hereinafter provided:

For each defined customer class, monthly water rates and charges shall be based on metered water consumption in units of measure of one thousand (1,000) gallons (Table 2, ~~and~~ Table 3 *and Table 4*) with the exception of the minimum fee of two thousand (2,000) gallons as described in (Table 1) scheduled for annual adjustments beginning on October 1, 2019, and every year that follows up through October 1, 2022. Thereafter, a three (3) percent increase on all minimum charges and volumetric rates shall be implemented for all active water meters.

Water rates also include a fixed monthly water demand fee based on meter size as described in Table 5 ~~4~~. This fee is applicable to irrigation, fire hydrant, agriculture, industrial and temporary construction meters.

Meter Sized Based Minimum Monthly Water Charges
for Metered Consumption from Zero (0) to two Thousand (2,000) gallons

TABLE 1
MINIMUM CHARGES

	Effective:					
	Oct. 2018	Oct. 2019	Oct. 2020	Oct. 2021	Oct. 2022	10/2023 & Thereafter Annual % Increase
Residential						
⅝" & ¾" Meter	$10.02	$10.52	$11.05	$11.60	$12.18	3%
1" Meter	$21.81	$22.90	$24.04	$25.24	$26.51	3%
1½" Meter	$30.24	$32.39	$34.01	$35.71	$37.50	3%
2" Meter	$46.96	$50.30	$52.81	$55.45	$58.22	3%
Commercial/Multifamily						
⅝" & ¾" Meter	$37.73	$39.61	$41.59	$43.67	$45.85	3%
1" Meter	$40.98	$43.03	$45.18	$47.44	$49.81	3%
1½" Meter	~~$48.58~~ *$45.58*	$47.86	$50.25	$52.76	$55.40	3%
2" Meter	~~$82.90~~ *$62.90*	$66.08	$69.38	$72.85	$76.50	3%
3" Meter	$125.14	$131.40	$137.97	$144.86	$152.11	3%
4" Meter	$189.00	$198.45	$208.37	$218.79	$229.73	3%
6" Meter	$340.38	$357.41	$375.28	$394.04	$413.74	3%
8" Meter	$501.72	$526.81	$553.15	$580.81	$609.85	3%

Customer Class Based Volumetric Monthly Water Rates
for Metered Consumption greater than two thousand (2,000) Gallons

TABLE 2
RESIDENTIAL WATER RATES

Begin Gallons	End Gallons	Oct. 2018	Oct. 2019	Oct. 2020	Oct. 2021	Oct. 2022	10/2023 & Thereafter Annual % Increase
2,001	4,000	$1.96	$2.05	$2.16	$2.26	$2.38	3%
4,001	10,000	$2.09	$2.20	$2.31	$2.42	$2.54	3%
10,001	20,000	$2.16	$2.27	$2.39	$2.51	$2.63	3%
20,001	30,000	$2.30	$2.41	$2.53	$2.66	$2.79	3%
30,001	40,000	$2.45	$2.57	$2.70	$2.83	$2.97	3%
40,001	50,000	$2.56	$2.69	$2.82	$2.96	$3.11	3%
50,001	Greater	$5.10	$5.35	$5.62	$5.90	$6.20	3%

TABLE 3
COMMERCIAL~~/MULTIFAMILY~~ WATER RATES

Begin Gallons	End Gallons	Oct. 2018	Oct. 2019	Oct. 2020	Oct. 2021	Oct. 2022	10/2023 & Thereafter Annual % Increase
2,001	4,000	$2.09	$ 2.51	$2.63	$2.77	$2.90	3%
4,001	10,000	$2.57	$3.08	$3.24	$3.40	$3.57	3%
10,001	40,000	$3.23	$3.88	$4.08	$4.28	$4.49	3%
40,001	150,000	$3.42	$4.10	$4.30	$4.51	$4.74	3%
150,001	300,000	$3.69	$4.43	$4.65	$4.89	$5.13	3%
300,001	600,000	$4.08	$4.89	$5.14	$5.40	$5.67	3%
600,001	1,000,000	$4.81	$5.78	$6.07	$6.37	$6.69	3%
1,000,001	Greater	$4.93	$5.92	$6.21	$6.52	$6.85	3%

TABLE 4
MULTIFAMILY WATER RATES

Begin Gallons	*End Gallons*	*Oct. 2019*	*Oct. 2020*	*Oct. 2021*	*Oct. 2022*	*10/2023 & Forward Annual % Increase*
2,001	*4,000*	*$2.05*	*$2.15*	*$2.26*	*$2.37*	*3%*
4,001	*10,000*	*$2.20*	*$2.31*	*$2.43*	*$2.55*	*3%*
10,001	*20,000*	*$2.27*	*$2.38*	*$2.50*	*$2.63*	*3%*
20,001	*30,000*	*$2.41*	*$2.53*	*$2.66*	*$2.79*	*3%*
30,001	*40,000*	*$2.57*	*$2.7*	*$2.83*	*$2.98*	*3%*
40,001	*50,000*	*$2.69*	*$2.82*	*$2.97*	*$3.11*	*3%*
50,001	*150,000*	*$2.96*	*$3.11*	*$3.26*	*$3.43*	*3%*
150,001	*300,000*	*$3.25*	*$3.41*	*$3.58*	*$3.76*	*3%*
300,001	*600,001*	*$3.57*	*$3.75*	*$3.94*	*$4.13*	*3%*
600,001	*1,000,000*	*$3.93*	*$4.13*	*$4.33*	*$4.55*	*3%*
1,000,000	*Greater*	*$4.32*	*$4.54*	*$4.76*	*$5.00*	*3%*

TABLE ~~4.~~5
WATER DEMAND FEES

Meter size in inches	~~Proposed~~ fixed fees/month
⅝ and ¾	$1.00
1 and 1 ½	$2.00
2	$6.00
3	$8.00
4	$15.00
6 and 8	$50.00

Section 2. Severability.
If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be

unconstitutional or invalid by a court of competent jurisdiction, the remaining provisions of this ordinance shall remain in effect as if the unconstitutional or invalid portion had not been adopted.

Section 3. Repeal law in conflict.

All ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 4. Publication.

This Ordinance shall be published according to Section 2.09 (D) of the Charter of the City of Laredo.

Section 5. Effective date.

This Ordinance shall take effect as of October 1, 2019, pursuant to the City Charter, Section 2.09 (B).

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE DAY OF , 2019.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA LAUREL HALE
CITY ATTORNEY

Introductory Ordinances **21.**

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: Rosario Cabello, Co-Interim City Manager

Initiated By: City of Laredo Building Development Services Department

Staff Source: Victor J. Linares, P.E. Acting Director - Building Development Services Department

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SUBJECT

Amending the City of Laredo Land Development Code, Chapter 24, Article IV, Section 24.77.2 (8) entitled Front Yard Setback Requirements by adding subsection (d) intended to allow the construction of carports up to the property line, measured vertically, subject to easements, site visibility, and minimum parking requirements.

PREVIOUS COUNCIL ACTION

On June 3rd, 2019, the City Council motioned to hold a mandatory workshop between the Planning & Zoning Committee and the Technical Review Board together with City Staff to finalize the Setback Ordinance and report to City Council on the June 17th City Council Meeting.

BACKGROUND

On June 18, 2018, the City Council directed the Technical Review Board Ad-Hoc Committee (TRB) to review the front and rear yard setbacks, and those for the construction of carports. The TRB reviewed the item over the succeeding months and forwarded the proposed ordinance to the Planning and Zoning Commission on October 4th, 2018.

The item has been presented to the Planning & Zoning Commission (P&Z) on November 1st, 2018, December 6th, 2018. P&Z tabled the items and requested staff to coordinate a workshop to fully evaluate the proposed ordinance and further requested Staff provide supplementary socioeconomic related information.

Workshops were held in May and June 2019. During the latter workshops, P&Z recommended to continue with the allowance of the carport up to the property line, but tabled the building setback items.

Planning & Zoning held a meeting on June 20, 2019 where it was recommended to approve and proceed to City Council to allow the construction of carports up to the property line, only.

COMMITTEE RECOMMENDATION

Technical Review Board Ad-HOC Committee recommends approval of this item.

STAFF RECOMMENDATION

Staff **recommends** approval of the carport up to the property line, only.

Fiscal Impact

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

Attachments

Carport Ordinance

ORDINANCE NO. 2019-O-

AMENDING THE CITY OF LAREDO LAND DEVELOPMENT, CHAPTER24, ARTICLE IV, SECTION 24.77.2 (8) ENTITLED FRONT YARD SETBACK REQUIREMENTS; BY ADDING SUBSECTION (D) INTENDED TO ALLOW THE CONSTRUCTION OF CARPORTS UP TO THE PROPERTY LINE, MEASURED VERTICALLY, SUBJECT TO EASEMENTS, SITE VISIBILITY, AND MINIMUM PARKING REQUIREMENTS, AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Laredo Land Development Code currently provides standards and requirements regarding setbacks and,

WHEREAS, the amendments proposed herein provide for the orderly and healthful development of the City of Laredo; and,

WHEREAS, the amendments of said standards and requirements have been deemed necessary and appropriate; and

WHEREAS, the Planning & Zoning Commission, after a public hearing held on June 12, 2019 recommended the City of Laredo City Council pass this amendment of the City of Laredo Land Development Code.; and,

WHEREAS, the City Council has held a public hearing on _____ this amendment and finds the ordinance appropriate and consistent with the General Plan of the City of Laredo and in the best interest of the public health safety and welfare.

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

Section 1: City of Laredo Land Development Code Section 24.77.2 (8) entitled Front Yard Setback Requirements, is hereby amended to read as follows:

(8) Front Yard Setback Requirements:

(a) When existing buildings have been built closer to the front property line than the minimum requirements, a new building, or building extension may have a front yard setback requirement equal to the average depth of the existing structures along that block front, but not closer to the property line than fifty (50) percent of the front yard requirement of this Section.

(b) A porch~~, carport,~~ or upper floor balcony, not enclosed (all three sides open with walls not higher than three (3) feet), or similar terraces, porches, balconies, or chimneys may project into the front yard but not closer to the front property line than fifty (50) percent of the front yard setback requirement of this Section.

(c) Filling station pumps, pump islands, and accessory buildings may be located within a required yard provided they are not less than fifteen (l5) feet from any street right-of-way line. Filling station pumps and pump islands shall not be closer than one hundred (l00) feet from any residential district. The requirements of this subsection shall apply within the AE (Arts and Entertainment District) and the CBD (Central Business District).

(d) ***Carports****- Residential use carports not enclosed (all sides open with walls not higher than three (3) feet) may extend up to the front property line measured vertically subject to easements, site visibility, minimum parking requirements and utilities.*

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this ____ day of _____, 2019.

BY: _____
PETE SAENZ, JR
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR
CITY SECRETARY

APPROVED AS TO FORM:

_____
BY: KRISTINA LAUREL HALE
CITY ATTORNEY

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Arturo Garcia, CD Director

SUBJECT

An Ordinance of the City of Laredo, Texas, establishing the rental rate and tenant policies for a single-family dwelling located at 419 "A" Zaragoza St., by setting the monthly rental fee amount as $500.00 for a two bedroom unit; providing for rent to be charged at affordable rents for elderly individuals; providing security deposit for new tenants at the same rate as the rental amount; providing for rents to be in compliance and charged at HOME program rent limits; occupancy to be limited to persons aged 62 years or older with incomes at or below the area median income, as set annually by the U.S Department of Housing and Urban Development; repealing all ordinances or parts of ordinances in conflict herewith; providing a severability clause; and providing an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The Laredo Municipal Housing (LMH) currently owns and/or manages 532 housing units within the City of Laredo. LMH recently rehabilitated a historic City-owned property located at 419 Zaragoza St. as part of the neighborhood beautification project in the Azteca. This property had been previously acquired for demolition due to a proposed up-ramp from water street. The property had been boarded and empty and staff as per the Comprehensive plan neighborhood improvement initiatives rehabilitated the unit thru in-house construction for the purpose of providing much needed low income elderly affordable rental housing.

Proposed is the initial rent of $500 per month for this single-family dwelling; water included. The rental rates are subject to change as HOME program rents are set annually by the U.S. Department of Housing and Urban Development (HUD). Based on the great need that exists in the community to provide affordable housing to elderly individuals in the City of Laredo, it is proposed that occupancy of the unit be limited to persons 62 years of age or older with incomes at or below the area median income as set annually by HUD.

The proposed rental rate is still lower than the comparable sized homes in the community and the HUD Fair Market Rent (FMR). In addition to providing affordable housing and below fair market rents to the community, LMH also provides capital improvements and maintenance repairs to all rental units. Repairs, for all units include air conditioning & heating, floor tile, plumbing, new roofs, carpentry, electric, door replacements, windows, and door screens (as necessary).

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this Ordinance be introduced.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Y
Source of Funds:	Municipal Housing
Account #:	555-3910-543-2010
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Attachments

IO 419 A Zaragoza Establish Rent

ORDINANCE NO. 2019-O-XXX

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, ESTABLISHING THE RENTAL RATE AND TENANT POLICIES FOR A SINGLE-FAMILY DWELLING LOCATED AT 419 "A" ZARAGOZA ST., BY SETTING THE MONTHLY RENTAL FEE AMOUNT AS $500.00 FOR A TWO BEDROOM UNIT; PROVIDING FOR RENT TO BE CHARGED AT AFFORDABLE RENTS FOR ELDERLY INDIVIDUALS; PROVIDING SECURITY DEPOSIT FOR NEW TENANTS AT THE SAME RATE AS THE RENTAL AMOUNT; PROVIDING FOR RENTS TO BE IN COMPLIANCE AND CHARGED AT HOME PROGRAM RENT LIMITS; OCCUPANCY TO BE LIMITED TO PERSONS AGED 62 YEARS OR OLDER WITH INCOMES AT OR BELOW THE AREA MEDIAN INCOME, AS SET ANNUALLY BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND LEASING OF THE RENTAL UNIT ON A FIRST COME FIRST SERVE BASIS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Laredo Municipal Housing (LMH) currently owns and manages 532 housing units within the City of Laredo providing affordable housing to the community. LMH recently incurred $50,000 for the renovation of an abandoned historical City property located at 419 Zaragoza St;

WHEREAS, the rental housing unit was funded in great using LMH enterprise funds as part of the neighborhood beautification project; and

WHEREAS, the rental unit will benefit elderly individuals of low income and provide for affordable rents in compliance with HOME program rules and regulations; and

WHEREAS, there exists a great need in the community to provide affordable housing to elderly individuals in the City of Laredo; and

WHEREAS, the initial proposed monthly rental fee will be $500.00 for a single-family dwelling with water included.

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

Section 1: Rental rate and tenant policies for the single-family dwelling located at 419 "A" Zaragoza St. will be established providing for rents to be in compliance and charged at HOME rent limits; occupancy be limited to persons aged 62 years or older with incomes at or below the area median income as set annually by the U.S. Department of Housing and Urban Development and leasing of the rental units on a first come first serve basis.

Section 2: The monthly rental rate for the dwelling shall be established at $500.00 dollars per month.

Section 3: The deposit amounts for new tenants will be established at the same rate as the rental amount.

Section 4: The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as the covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent.

Section 5: If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

Section 6: This ordinance shall take effect immediately from and after its passage, and publication of the caption, as the law and charter in such case provide.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS_____ DAY OF _____, 2019.

_____
PETER SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

_____
BY: XAVIER CHARLES
ASSISTANT CITY ATTORNEY

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Arturo Garcia, CD Director

SUBJECT

An Ordinance of the City of Laredo, Texas, establishing the rental rate and tenant policies for a single-family dwelling located at 3016 Clark Boulevard, by setting the monthly rental fee amount as $570.00 for a three bedroom unit; providing for rent to be charged at affordable rents; providing security deposit for new tenants at the same rate as the rental amount; repealing all ordinances or parts of ordinances in conflict herewith; providing a severability clause; and providing an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The Laredo Municipal Housing (LMH) currently owns and manages 532 housing units within the City of Laredo. LMH renovated a City property located at 3016 Clark Boulevard, transferred from Community Development/HOME Program division after completing the 20 year affordability period. Unit was provided to the City after being vacant for many years and unfortunately there was no funding available at the time for renovation. LMH identified funding availability in order to renovate the property to habitable standards. The unit was rented out after completion using similar rental standards for the existing rents, but the staff identified it needed to formalize the rent via ordinance.

Proposed is initial rent of $570 per month for this single-family dwelling. Based on the great need for affordable rentals that exists in the community, the intent is to provide this unit at an affordable rate.

The proposed rental rate is still lower than the comparable sized homes in the community and the HUD Fair Market Rent (FMR). In addition to providing affordable housing and below fair market rents to the community, LMH also provides capital improvements and maintenance repairs to all rental units. Repairs for all units include air conditioning & heating, floor tile, plumbing, new roofs, carpentry, electric, door replacements, windows, and door screens (as necessary).

FY 2019 FMRs By Unit Bedrooms				
Year	**Efficiency**	**1 Bedroom**	**2 Bedroom**	**3 Bedroom**
FY 2019 FMR	$664	$676	$857	$1,130
Laredo Municipal Housing Rents	$400	$455	$494	$570

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this Ordinance be introduced.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Y
Source of Funds:	Municipal Housing
Account #:	555-0000-361-1072
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Attachments

IO 3016 Clark Establish Rent

ORDINANCE NO. 2019-O-XXX

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, ESTABLISHING THE RENTAL RATE AND TENANT POLICIES FOR A SINGLE-FAMILY DWELLING LOCATED AT 3016 CLARK BLVD., BY SETTING THE MONTHLY RENTAL FEE AMOUNT AS $570.00 FOR A THREE BEDROOM UNIT; PROVIDING FOR RENT TO BE CHARGED AT AFFORDABLE RENTS FOR HOMELESS VETERANS; PROVIDING SECURITY DEPOSIT FOR NEW TENANTS AT THE SAME RATE AS THE RENTAL AMOUNT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Laredo Municipal Housing (LMH) currently owns and manages 532 housing units within the City of Laredo providing affordable housing to the community. LMH renovated City property located at 3016 Clark Boulevard, transferred from Community Development/HOME Program division after completing the 20 year affordability period; and

WHEREAS, the rental housing unit was funded in great using LMH enterprise funds as part of the neighborhood beautification project; and

WHEREAS, there exists a great need in the community to provide affordable rental housing and the intent is to provide this unit an affordable rate; and

WHEREAS, the initial proposed monthly rental fee will be $570.00 for a single-family dwelling.

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

Section 1: Rental rate and tenant policies for the single-family dwelling located at 3016 Clark Boulevard will be established to provide affordable housing to the community, as units become available.

Section 2: The monthly rental rate for the dwelling shall be established at $570.00 dollars per month.

Section 3: The deposit amounts for new tenants will be established at the same rate as the rental amount.

Section 4: The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as the covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent.

Section 5: If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

Section 6: This ordinance shall take effect immediately from and after its passage, and publication of the caption, as the law and charter in such case provide.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS_____ DAY OF _____, 2019.

_____
PETER SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

_____
BY: XAVIER CHARLES
ASSISTANT CITY ATTORNEY

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: Rosario Cabello, Co-Interim City Manager

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Arturo Garcia, Community Development Director, John Porter Environmental Service Director, Gracie Briones Asst. Parks and Recreation Director

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SUBJECT

Authorizing the Co-Interim City Managers to execute all documents for the purchase of the "Surface Only" of 222 Allen Drive from Erika Medina in the negotiated amount of Twenty-Five Thousand dollars and no cents ($25,000.00), legally described as situated in Webb County, Texas and being the Surface Only of Lot Number Four Hundred Twenty-One (421), in Block Number Twenty-Two (22), River View Estates Subdivision, Unit 2C, Subdivision situated in the City of Laredo, as per Plat recorded in Volume 10, Page 24 and Replat recorded in Volume 15, Page 20, Webb County Plat records as described in Survey, Exhibit "A". This tract will provide for drainage improvements in order to alleviate flooding concerns and for public use as a connector and a continuation to the Father McNaboe Hike and Bike Trail; and providing for an effective date. Funding is available through the Environmental Services Funds.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The acquisition of this tract will serve a dual purpose, one being that the City of Laredo has identified a need to alleviate the flooding concerns in the River View Estates Subdivision and secondary is to connect and continue with Father McNaboe Hike and Bike Trail.

A tract of land contains approximately 6,307 square feet, situated in Webb County, Texas, and being the “Surface Only” of Lot Number Four Hundred Twenty-One (421), in Block Number Twenty-Two (22), River View Estates Subdivision, Unit 2C, Subdivision situated in the City of Laredo, as per Plat recorded in Volume 10 Page 24, and Replat recorded in Volume 15, Page 20, Webb County Plat Records

Funding for the purchase is available through Environmental Services 249-3840-545-9101 Account number and Public Works performing the in-house infrastructure development.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends passage as presented.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	249-3840-545-9101
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Attachments

Introductory Ordinance
Exhibit A Survey
Exhibit B Property Image

INTRO ORDINANCE NO. 2019-O-

AN ORDINANCE AUTHORIZING THE INTERIM CO-CITY MANAGER'S TO EXECUTE ALL DOCUMENTS FOR THE PURCHASE OF THE "SURFACE ONLY" OF 222 ALLEN DRIVE FROM ERIKA MEDINA IN THE NEGOTIATED AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS ($25,000), LEGALLY DESCRIBED AS SITUATED IN WEBB COUNTY, TEXAS AND BEING THE SURFACE ONLY OF LOT NUMBER FOUR HUNDRED TWENTY–ONE (421), IN BLOCK NUMBER TWENTY-TWO (22), RIVER VIEW ESTAES SUBDIVISION, UNIT 2C, SUBDIVISION SITUATED IN THE CITY OF LAREDO, AS PER PLAT RECORDED IN VOLUME 10, PAGE 24 AND REPLAT RECORDED IN VOLUME 15, PAGE 20, WEBB COUNTY PLAT RECORDS AS DIPICTED IN SURVEY EXHIBIT "A'; FOR DRAINAGE IMPROVEMENTS IN ORDER TO ALLEVITE FLOODING CONERNS AND FOR PUBLIC USE AS A CONNECTOR AND CONTINUATION TO THE FATHER McNABOE HIKE AND BIKE TRAIL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, purchase the "Surface Only" of 222 Allen Drive from Erika Medina in the negotiated amount of twenty-five thousand dollars and no cents ($25,000), legally described as situated in Webb County, Texas, and being the "Surface Only" of Lot Number Four Hundred Twenty-One (421), in Block Number Twenty-Two (22), River View Estates Subdivision, Unit 2C, Subdivision situated in the City of Laredo, as per Plat recorded in Volume 10 Page 24, and Replat recorded in Volume 15, Page 20, Webb County Plat Records: and

WHEREAS, the acquisition will alleviate the flooding concerns and provide for public use as a connector and continuation of the Father McNaboe Hike and Bike Trail as an added and enhanced park amenity; and

WHEREAS, the City Council finds it to be in the public interest and benefit to purchase the said tract.

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

Section 1. It hereby accepts the purchase of 222 Allen Drive from Erika Medina in the negotiated amount of twenty-five thousand dollars and no cents ($25,000), legally described as situated in Webb County, Texas, and being the "Surface Only" of Lot Number Four Hundred Twenty-One (421), in Block Number Twenty-Two (22), River View Estates Subdivision, Unit 2C, Subdivision situated in the City of Laredo, as per Plat recorded in Volume 10 Page 24, and Replat recorded in Volume 15, Page 20, Webb County Plat Records.

Section 2. The Interim Co-City Manager's are authorized to sign the acceptance of the deed and closing documents, and is further authorized to make payment of closing costs and title insurance if needed.

Section 3. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted

at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 4. This Ordinance shall take effect immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS_DAY OF_____2019.

PETE SAENZ
MAYOR

ATTESTED:

JOSE A. VALDEZ, JR.
CITY SECRETARY

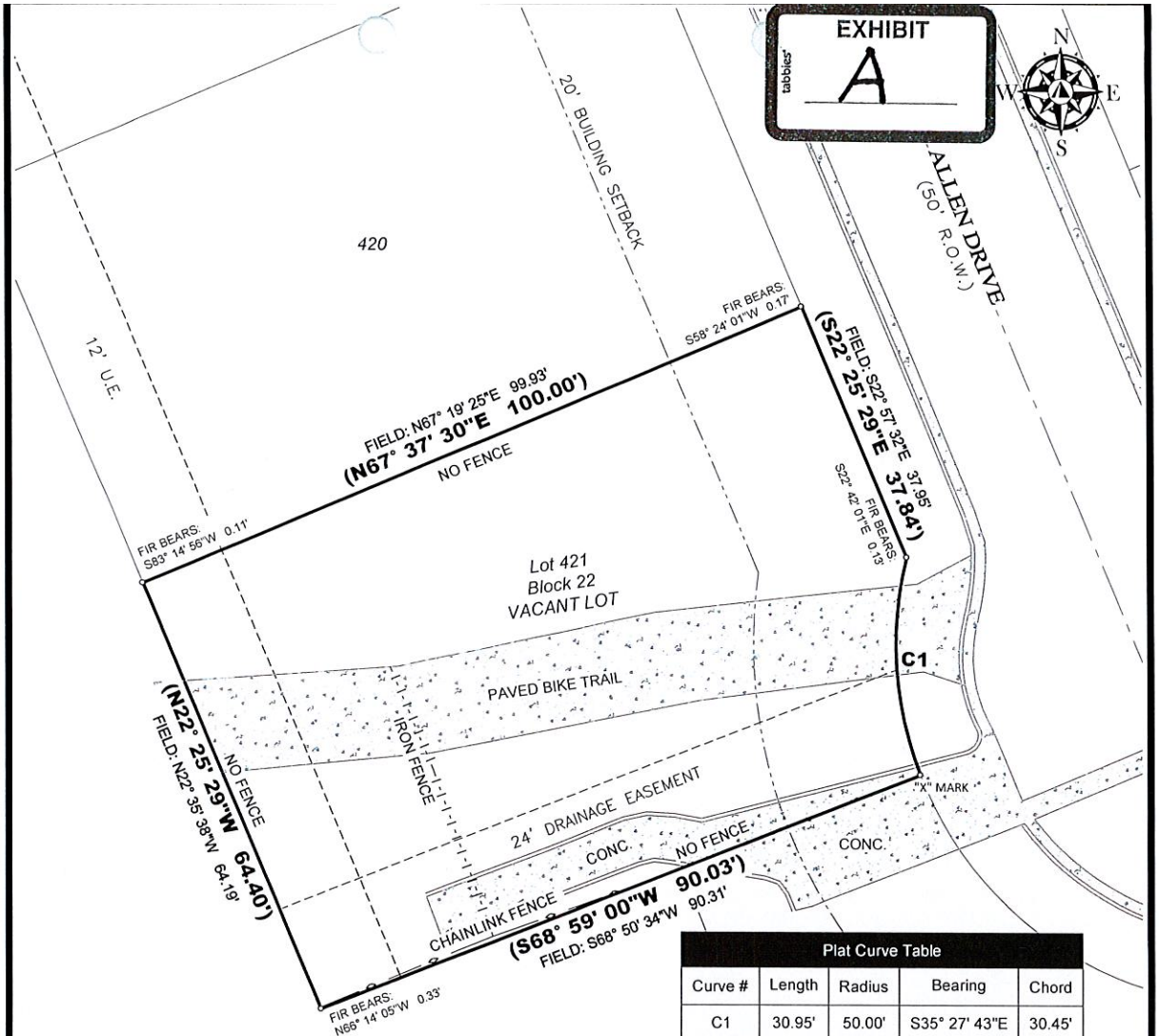
APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

BY:
XAVIER CHARLES
ASSISTANT CITY ATTORNEY

EXHIBIT

A



Plat Curve Table				
Curve #	Length	Radius	Bearing	Chord
C1	30.95'	50.00'	S35° 27' 43"E	30.45'

Field Measured Curve Table				
Curve #	Length	Radius	Bearing	Chord
C1	30.80'	50.00'	S03° 32' 53"E	30.32'

NOTE:
BUILDINGS ON LOTS SHALL
HAVE A MINIMUM FINISH FLOOR
ELEVATION - 405.60

REVISIONS	
DATE	DETAILS

LEGEND

PROPERTY LINE		SIR	SET IRON ROD*
RD CENTERLINE		FIR	FOUND IRON ROD
EASEMENT		FC	FENCE CORNER
BLDG. SETBACK		PK	PK NAIL FOUND
BLDG. STRUCT.		MAG	MAG NAIL FOUND
LOT LINE		RR	RR SPIKE FOUND
WOOD FENCE			CHAINLINK FENCE
BLOCK WALL			BARBWIRE FENCE

*SET 1/2" IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00"

NOTE:

1. PROPERTY DOES NOT APPEAR TO BE LOCATED IN A FLOOD ZONE AS PER FEMA MAP 48479C1185C. EFFECTIVE DATE: APRIL 02, 2008
2. THIS SURVEY IS DERIVED FROM GPS KINEMATIC OBSERVATIONS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH ZONE, NAD-83, AND TIED TO CORS CONTROL "BASE_1" AT: X=665805.806, Y=17092557.087
3. THIS WORK DOES NOT REPRESENT A CHAIN OF TITLE EXAMINATION. SURFACE/MINERAL FEE IN EITHER SUBJECT AND/OR ADJACENT TRACTS MAY NOT BE CURRENT AND/OR HISTORICALLY CORRECT AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

VACANT LOT

BASIS OF BEARING
A FOUND IRON ROD AT THE NORTHEAST CORNER OF LOT 420, BLOCK 22, AND A FOUND IRON ROD AT THE NORTHEAST POINT OF CURVATURE ON LOT 421, BLOCK 22, AS RECORDED IN RIVER VIEW ESTATE SUBDIVISION, UNIT 2C, VOL. 10, PG. 24, WEBB COUNTY PLAT RECORDS.

PLAT CALLED: (N22° 25' 29"W ~ 97.84')
FIELD MEASURED: N22° 42' 01"W ~ 97.97'

(CALLS IN PARENTHESIS FROM RECORDED PLAT CORNERS)

STATE OF TEXAS
REGISTERED
EDUARDO J. GUTIERREZ
5839
PROFESSIONAL
LAND SURVEYOR

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

EDUARDO J. GUTIERREZ, R.P.L.S. No 5839 — DATE 7-15-19

THIS SURVEY IS VALID ONLY WITH ORIGINAL SEAL IN RED INK

ENGINEERING REGISTRATION No. F-8019 SURVEY REGISTRATION No. 100097-00

LEGAL DESCRIPTION

LOT 421, BLOCK 22
RIVER VIEW ESTATES SUBDIVISION, UNIT 2C
AS RECORDED IN VOL. 10, PG. 24, WEBB COUNTY PLAT RECORDS

222 ALLEN DRIVE

DRAWN BY:	J.M.F.	SCALE:	1"=20'
CHECKED BY:	E.J.G.	JOB #:	13179-19
APPROVED BY:	E.J.G.	FILE NAME:	222 Allen Drive.dwg
FIELD DATE:	07/11/2019 HRM	SHEET:	1 OF 1

PREMIER ENGINEERING SURVEYING
1302 CALLE DEL NORTE, SUITE 2
LAREDO, TEXAS 78041
PH: (956) 717-1199 FAX: (956) 717-1196
www.premier-ce.com
LAND DEVELOPMENT • PLANNING • WATER • WASTEWATER • TRANSPORTATION • SURVEYING

222 Allen Dr.

Exhibit "B"

Property Details

Address:	222 Allen Dr.
Owner Name:	Medina, Erika
Property ID:	219914
Legal Description:	Lot 421 BLK 22 River view Est Unit 2C
Warranty Deed:	April 27, 2018
Deed Number:	1327597

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Initiated By: Rosario C. Cabello, Co-Interim City Manager

Staff Source: Arturo Garcia, Community Development Director

SUBJECT

Authorizing the Co-Interim City Managers to allow for the temporary street closure of 400 Block of Tatangelo Parkway (between Iturbide St. & Lincoln St.) from 6 PM to 6 AM on Thursday, Friday, and Saturday as a means to increase pedestrian safety. Said temporary closure is more accurately depicted on Exhibit "A", an aerial map of location; and providing for an effective date.

PREVIOUS COUNCIL ACTION

NONE.

BACKGROUND

Due to the increasing night life scene in the downtown area, there has been growing concerns regarding pedestrian safety through Iturbide Street and Tatangelo Parkway.

On May 2nd, 2019 the City of Laredo Community Development Department held a public meeting asking for public comments on how to increase pedestrian safety in the downtown area. Stakeholders mentioned various concerns of possible auto-pedestrian accidents and offered suggestions on how these incidents could be prevented.

As a result of public input and stakeholder suggestions, stakeholders in the downtown area and the City of Laredo Community Development Department are in support the of the proposal to temporarily closure of Tatangelo Parkway (between Iturbide Steet & Lincoln Street) and the 1000 thru 1100 Block of Iturbide Street, weekly from 6 PM to 6 AM on Thursday, Friday and Saturday. By closing these streets, it would prevent thoroughfare traffic from entering the premises allowing for pedestrians to walk freely in the designated location. The Laredo Police Department will be assisting the enforcement of this ordinance by providing security and barricading the proposed location at the designated times.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Staff recommends the acceptance of the Introductory Ordinance as presented.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
NONE.

Attachments

Introductory Ordinance
Tatangelo Parkway Image

INTRODUCTORY ORDINANCE NO. 2019-O-

AUTHORIZING THE INTERIM CO-CITY MANAGERS TO ALLOW FOR THE TEMPORARY STREET CLOSURES OF 400 BLOCK OF TATANGELO PARKWAY (BETWEEN ITURBIDE ST. & LINCOLN ST.) FROM 6 PM TO 6 AM ON THURSDAY, FRIDAY, AND SATURDAY AS A MEANS TO INCREASE PEDESTRIAN SAFETY. SAID TEMPORARY CLOSURE IS MORE ACCURATELY DEPICTED ON EXHIBIT "A", AN AERIAL MAP OF LOCATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Laredo's Arts and Entertainment district has increased in popularity, thus attracting an increasing amount of pedestrians during the evening hours; and

WHEREAS, on May 2nd, 2019 the City of Laredo Community Development Department held a public meeting inviting stakeholders of the downtown area and the public to comment on growing concerns regarding pedestrian safety; and

WHEREAS, Stakeholders, The Public, and City of Laredo are in support of temporarily closing of 400 Block of Tatangelo Parkway (between Iturbide Street. and Lincoln Street) weekly from 6 PM to 6 AM on Thursday, Friday, and Saturday as a means to increase pedestrian safety; and

WHEREAS, the temporary closure of these streets will prevent thoroughfare traffic from entering the premises allowing for pedestrians to walk freely in the designated location, and

WHEREAS, the Laredo Police Department will assist in the enforcement of this ordinance by providing security and barricading the proposed location during the designated times.

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

1. It authorizes the Interim Co-City managers to temporarily close the 40 Block of Tatangelo Parkway (Between Iturbide Street. & Lincoln Street.) as depicted in attached Exhibit "A", weekly from 6 PM to 6 AM on Thursday, Friday, and Saturday.

2. Said temporary street closures will be utilized as a means to promote pedestrian safety by barricading said locations during designated times

3. This ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS_____ DAY OF _____, 2019.

_____
PETER SAENZ
MAYOR

ATTEST:

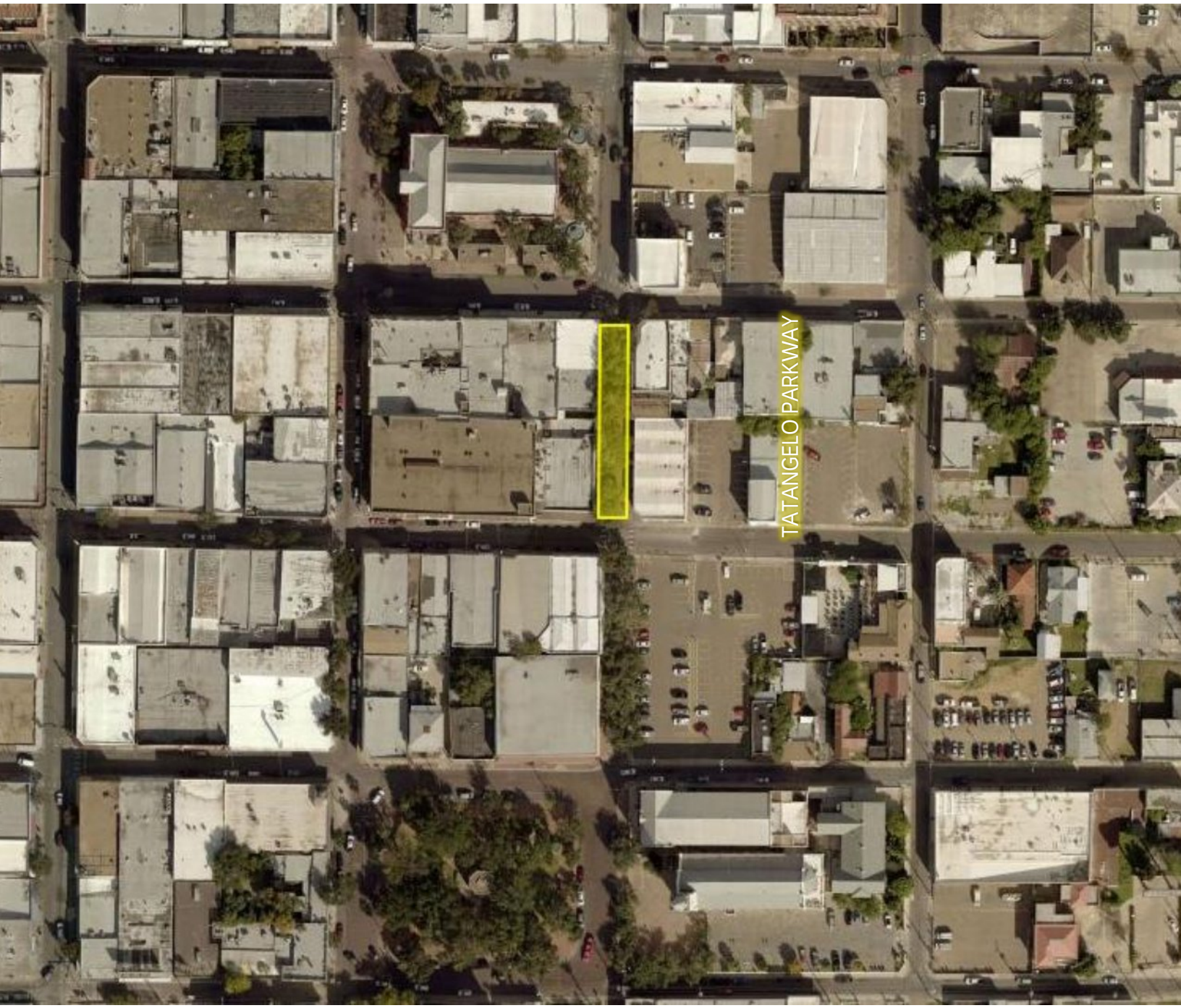
_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

_____
BY: XAVIER CHARLES
ASSISTANT CITY ATTORNEY

400 Block of Tatangelo Parkway



City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Initiated By: Rosario Cabello, Interim Co-City Manager

Staff Source: Arturo Garcia, Community Development Director

SUBJECT

Closing and vacating as a public easement, a section of 1900 Bismark Street, in District III, between South Meadow Street and Buena Vista Avenue, legally described as an undeveloped tract of land containing 9,832 sq. ft. (0.2257 Acre) tract of land, more or less, situated within the limits of the City of Laredo and Webb County, Texas, being out and part of Bismark Street, Right-Of-Way (East of Buena Vista Avenue and West of South Meadow Avenue) in the City of Laredo, Eastern Division, as recorded in Volume 7, Page 15 of the Webb County Plat Records. The City of Laredo reserves any and all apparent and visible easements recorded or not recorded; hereof, closed as a public easement and providing for an effective date.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

In May 2018 a formal request was submitted by Gerardo "Jerry" Salinas of Gateway Builder's, LTD, to purchase the 1900 Block of Bismark Right of Way for the purpose of a future business expansion.

By Charter authority, Section 1 provides that the City of Laredo shall have the power to lease or convey any and all property owned by said City or granted to it by the Crown of Spain or any person. Further supported by, Article 1175, Section 18 of the Texas Civil Statutes expressly authorizing a Home Rule City (such as Laredo) to vacate abandoned and close any streets, alleys or avenues. Gerardo "Jerry" Salinas as Gateway Builders, LTD the abutting property owner has made a request in accordance to the Street Closings/Sales policy Section 4.01c. As the abutting property owners they are allowed to make the request to close an unused street and purchase the street at fair market price. Noemi Garcia, also abutting landowner to the tract has expressed no objections to the closing of said street. Both abutting landowners have executed release forms holding the City of Laredo harmless from any and all liabilities which may arise from the closing of said road.

The property is described as an undeveloped tract of land containing 9,832 sq. ft. (0.2257 Acre) tract of land, more or less, situated within the limits of the City of Laredo

and Webb County, Texas, being out and part of Bismark Street, Right-.Of.Way (East of Buena Vista Avenue and West of South Meadow Avenue) in the City of Laredo, Eastern Division, as recorded in Volume 7, Page 15 of the Webb County Plat Records.

Memorandums have been circulated to corresponding City Departments and Utility Companies and no objections were noted. On June 20, 2019, a public hearing was held before the Planning and Zoning Commission; no comments or objections were received. The Planning and Zoning Commission recommended approval.

COMMITTEE RECOMMENDATION

On June 20, 2019 the Planning and Zoning Commission approved and motioned the introd of this ordinance to Council as presented.

STAFF RECOMMENDATION

Staff recommends the introduction of this ordinance.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	
Source of Funds:	
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Revenue 101-0000-374-1101 Sale of Street

Attachments

Introductory Ordinance
Survey
Aerial - Bismark ROW
Planning & Zoning Commision Minutes

INTRODUCTORY ORDINANCE NO. 2019-O-

CLOSING AND VACATING AS A PUBLIC EASEMENT, A SECTION OF 1900 BISMARK STREET, IN DISTRICT III, BETWEEN SOUTH MEADOW STREET AND BUENA VISTA AVENUE, LEGALLY DESCRIBED AS AN UNDEVELOPED TRACT OF LAND CONTAINING 9,832 SQ. FT. (0.2257 ACRE) TRACT OF LAND, MORE OR LESS, SITUATED WITHIN THE LIMITS OF THE CITY OF LAREDO AND WEBB COUNTY, TEXAS, BEING OUT AND PART OF BISMARK STREET, RIGHT-OF-WAY (EAST OF BUENA VISTA AVENUE AND WEST OF SOUTH MEADOW AVENUE) IN THE CITY OF LAREDO, EASTERN DIVISION, AS RECORDED IN VOLUME 7, PAGE 15 OF THE WEBB COUNTY PLAT RECORDS. THE CITY OF LAREDO RESERVES ANY AND ALL APPARENT AND VISIBLE EASEMENTS RECORDED OR NOT RECORDED; HEREOF, CLOSED AS A PUBLIC EASEMENT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager recommends that the City Council close as a public easement, that section of Bismark Street between South Meadow Street and Buena Vista Avenue, also known as 9,832 sq. ft. tract of land out of Bismark Right of Way in the Eastern Division, City of Laredo, Webb County, Texas; and,

WHEREAS, the traffic flow in the immediate area will not be adversely affected by such closing; and

WHEREAS, the abutting property owners to the north and south of the above mentioned street have executed a release form; whereby they have released the City of Laredo from any and all damages arising out of the closing of this street; and

WHEREAS, the City of Laredo finds that it is in the best interest of the City of Laredo and its Citizens to close as a public easement, that section of Bismark Street between South Meadow Street and Buena Vista Avenue.

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

A. The section of Bismark Street between South Meadow Street and Buena Vista Avenue, also known as 9,832 sq. ft. tract of land out of Bismark Right of Way in the Eastern Division, City of Laredo, Webb County, Texas, is closed and vacated as a public easement; The City of Laredo reserves and any and all apparent and visible easements recorded and not recorded.

B. This ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE APPROVED on this the _____ day of _____ , 2019.

PETE SAENZ
MAYOR

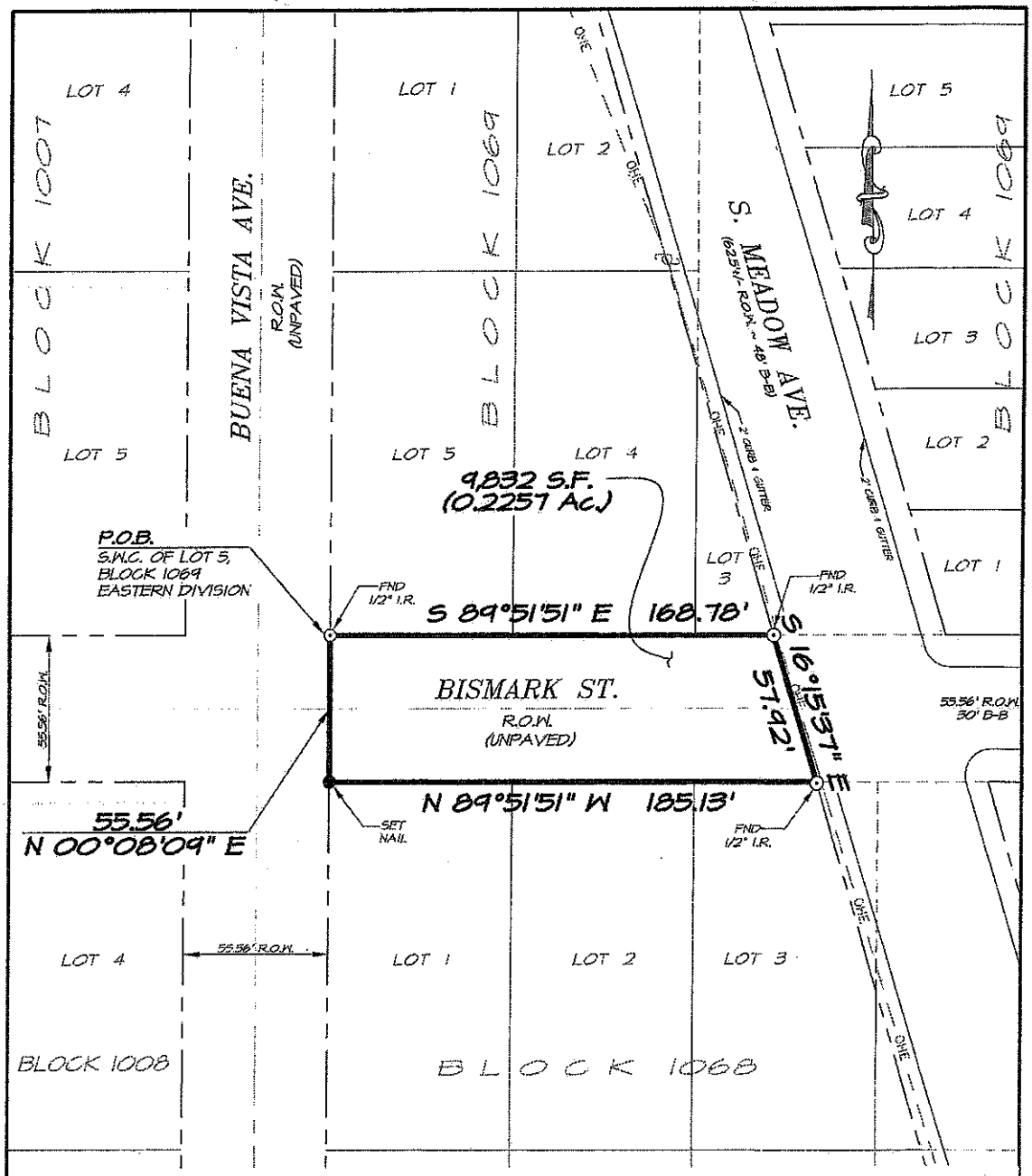
ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM

KRISTAIN LAURELL HALE
CITY ATTORYNEY

BY: _____
XAVIER CHARLES
ASSISTANT CITY ATTORNEY



DATE: 09/27/2013 SCALE:1"=50'

GRAPHIC SCALE IN FEET
10 0 25 50

BASIS OF BEARINGS & DISTANCES:
GPS NAD 83, TEXAS STATE PLANE, 4205 SOUTH ZONE

NOTES:
-THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
-THIS PROPERTY IS LOCATED IN ZONE "X" AREA WHICH IS NOT WITHIN THE 100-YR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48479C0380C, DATED: APRIL 2, 2008.

LEGEND:
- ● SET 1/2" IRON ROD
- ⊙ FOUND ¼" IRON ROD
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- B-B BACK TO BACK OF CURB
- POWER POLE
- OHE OVERHEAD ELECTRIC LINE
- GUY WIRE
- WM WATER METER

STATE OF TEXAS
REGISTERED
WAYNE NANCE
6235
PROFESSIONAL
LAND SURVEYOR

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 27TH DAY OF SEPTEMBER, 2013

WAYNE NANCE, R.P.L.S.
TEXAS REG. NO. 6235

SURVEY OF A
0.2257 Ac. (9,832 S.F.) TRACT OF LAND
BEING OUT BISMARK ST. R.O.W.
EASTERN DIVISION
CITY OF LAREDO, WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
304 E. CALTON RD.
LAREDO, TEXAS 78041
TBPE F-6905
TBPLS F-10188800
OFFICE (956) 724-3097
www.porrasnance.com

9,832 Sq.Ft. (0.2257 ACRE) TRACT
Being out and part of
BISMARK STREET RIGHT-OF-WAY – EASTERN DIVISION
Within the limits of the
City of Laredo, Webb County, Texas

Being a 9,832 Sq. Ft. (0.2257 Acre) tract of land, more or less, situated within the limits of the City of Laredo and Webb County, Texas, being out and part of the Bismark Street Right-of-Way (East of the Buena Vista Ave. and West of South Meadow Ave.) in the City of Laredo, Eastern Division, as Recorded in Volume 7, Page 15 of the Webb County Plat Records, said 28,353 Sq. Ft. (0.2257 Acre) tract more particularly described by metes and bounds as follows, to wit:

BEGINNING at a ½" iron rod found for the southwest corner of Lot 5, Block 1069, of said Eastern Division, being the northwest corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE South 89°51'51" East, 168.78 Feet, along the south boundary line said Block 1069 to a ½" iron rod found in the westerly right-of-line of South Meadow Ave. for the northeast corner of the herein described tract;

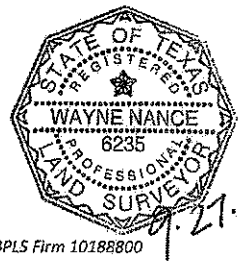
THENCE South 16°15'37" East, 57.92 Feet, to a ½" iron rod found for the northeast corner of Lot 3, Block 1068 and the Southeast corner of this tract;

THENCE North 89°51'51" West, 185.13 Feet, to a nail set on the eastern right-of-way line of Buena Vista Ave. for the northwest corner of said Block 1068, Eastern Division and the southwest corner of the herein described tract;

THENCE North 00°08'09" East, 55.56 Feet, to a ½" iron rod found for the southwest corner of said Block 1069, the northwest corner of the herein described tract and the **POINT OF BEGINNING.**

Basis of Bearings and Distances:
GPS NAD 83 (2011 Adj.), Texas State Plane, 4205 South Zone.

I, Wayne Nance, the undersigned Registered Professional Land Surveyor, Number 6235, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available, without the benefit of a complete title examination report.

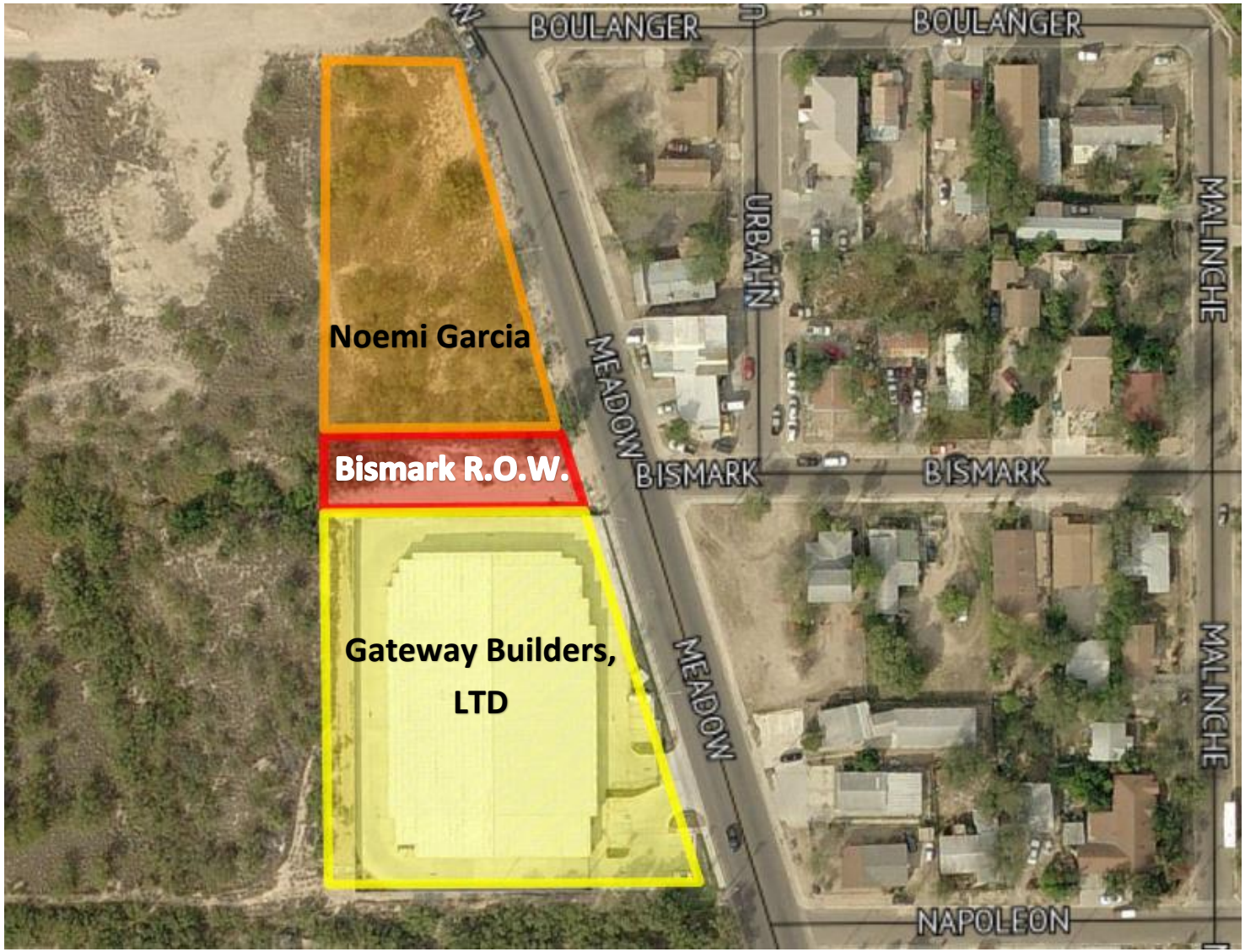


9.27.18

Witness my Hand and Seal

Wayne Nance, R.P.L.S

Bismark ROW


BOULANGER
BOULANGER
URBAHN
MALINCHE
Noemi Garcia
MEADOW
Bismark R.O.W.
BISMARK
BISMARK
Gateway Builders,
LTD
MEADOW
MALINCHE
NAPOLEON

CITY OF LAREDO
PLANNING AND ZONING COMMISSION

MINUTES OF THE PLANNING AND ZONING MEETING OF JUNE 20, 2019

The City of Laredo Planning and Zoning Commission convened in regular session open to the public at 6:00 p.m. on Thursday, June 20, 2019, in the City Council Chambers at City Hall, 1110 Houston Street, considered the following:

Present: Erasmo Villarreal
Carlos Flores
George Beckelhymer
Johnny Narvaez
Abraham Lugo

Absent: Jose Tellez (Excused)
Raul Ugalde (Excused)
Council District II Appointee (Vacant)
Jorge Dominguez (Excused)

Staff: J. Kirby Snideman
Fernando Morales
Alejandrina Sanchez
Rafael Vidaurri

Others: Ignacio Alaniz, Jr.
Lynda Kohler

1. CALL TO ORDER

Cm. Villarreal called the meeting to order at 6:01 p.m.

2. ROLL CALL

Fernando Morales, Planning Staff, called roll and verified a **quorum** existed.

Cm. Flores made a motion to excuse Cm. Tellez, Cm. Ugalde and Cm. Dominguez.

Second:	Cm. Lugo
In Favor:	5
Opposed:	0
Abstained:	0

Motion carried unanimously

3. PLEDGE OF ALLEGIANCE

4. **CONSIDER APPROVAL OF MINUTES OF:**

A. Regular Meeting of May 16, 2019
B. Special Meeting and Workshop of June 12, 2019

Cm. Beckelhymer made a motion to **table** the minutes of May 16, 2019 and June 12, 2019.

Second:	Cm. Lugo
In Favor:	5
Opposed:	0
Abstained:	0

Motion carried unanimously

5. **CITIZEN COMMENTS**

Citizens are required to fill out a witness card and submit it to a City Planner, or designee, no later than 5:45 p.m. and identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. No more than three (3) persons will be allowed to speak on any side of an issue. Should there be more than three (3) people to wish to speak on a particular issue, they need to select not more than three (3) representatives to speak for them and the presiding officer may limit the public comments further in the interest of an orderly meeting. Speakers may not pass their minutes to any other speaker. Comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

Chairman Villarreal introduced the new Planning Director, Kirby Snideman.

6. **PUBLIC HEARING AND RECOMMENDATION OF AN ORDINANCE:**

A. Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 20, Block 5, Santa Rita Subdivision, Unit XIV, located at 104 Frank Sciaraffa Dr., from R-1A (Single Family Reduced Area District) to R-1MH (Single Family Manufactured Housing District).
ZC-44-2019

District III

Staff supports the proposed zone change.

After reading the item and having no objections, the Chairman opened the public hearing.

Elsa Laurel, Sima Builders, spoke in favor of the proposed zone change.

Cm. Narvaez made a motion to close the public hearing and recommend **approval** of the proposed zone change.

Second: Cm. Lugo
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

B. Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 18, Block 5, Santa Rita Subdivision, Unit XIV, located at 108 Frank Sciaraffa Dr., from R-1A (Single Family Reduced Area District) to R-1MH (Single Family Manufactured Housing District).
ZC-45-2019

District III

Staff supports the proposed zone change.

After reading the item and having no objections, the Chairman opened the public hearing.

Elsa Laurel, Sima Builders, spoke in favor of the proposed zone change.

Cm. Narvaez made a motion to close the public hearing and recommend **approval** of the proposed zone change.

Second: Cm. Lugo
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

C. Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, 7 & 8, Block 1605, Eastern Division, located at 2701 Norton St., from R-2 (Multi-Family Residential District) to R-O (Residential/Office District).
ZC-46-2019

District II

Staff supports the proposed zone change.

After reading the item and having no objections, the Chairman opened the public hearing.

Alejandrina Sanchez, Planning staff, informed the Chairman that there was an update and that one letter was received in favor and zero opposed.

Guillermo Treviño, Community Development Institute, spoke in favor of the proposed zone change.

Cm. Narvaez made a motion to close the public hearing and recommend **approval** of the proposed zone change.

Second: Cm. Beckelhymer
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

D. **Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well) on approximate 2.87 acres out of Porcion 38, Abstract 472, T. Sanchez Tract, located at South of Obsidian Blvd., and East of US Hwy 83, Frontage Road.**
ZC-47-2019

District I

Staff supports the proposed Special Use Permit.

After reading the item and having no objections, the Chairman opened the public hearing.

Adolfo Campero, on behalf of Columbus Energy, spoke in favor of the proposed Special Use Permit.

Cm. Lugo made a motion to close the public hearing and recommend **approval** of the proposed zone change.

Second: Cm. Beckelhymer
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

E. **Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for Oil and/or Gas Extraction and Production**

(Plug/Abandonment of Well) on Lot 11, Block 1, Santa Rita Subdivision IX, located at 139 Asturias Ct.
ZC-48-2019

District III

Staff supports the proposed Special Use Permit.

Adolfo Campero, on behalf of Columbus Energy, spoke in favor of the proposed Special Use Permit.

After reading the item and having no objections, the Chairman opened the public hearing.

Cm. Narvaez made a motion to close the public hearing and recommend **approval** of the proposed zone change.

Second: Cm. Beckelymer
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

F. **Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well) on Lot 1, Block 1, Riverhill Commercial Subdivision, Unit XIV, located at 801 Riverhill Loop.**
ZC-49-2019

District III

Staff supports the proposed Special Use Permit.

After reading the item and having no objections, the Chairman opened the public hearing.

Alejandrina Sanchez, Planning Staff, informed the Chairman that there was an update in which 1 letter was received in favor of the Special Use permit.

Adolfo Campero, on behalf of Columbus Energy, spoke in favor of the proposed Special Use Permit.

Chris Haynes, on behalf of the owners of the property, spoke in favor of the proposed Special Use Permit.

Cm. Beckelhymer made a motion to close the public hearing and recommend **approval** of the proposed zone change.

Second: Cm. Lugo
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

G. **Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 14.40 acres, as further described by Metes & Bounds Exhibit A, located at West of Century Blvd. and South of Jaime Zapata Memorial Hwy., from R-1 (Single Family Residential District) R-1A (Single Family Reduced Area District).**
ZC-50-2019

District I

Staff supports the proposed Special Use Permit.

After reading the item and having no objections, the Chairman opened the public hearing.

Alejandrina Sanchez, Planning Staff, informed the Chairman that she received 11 letters in opposition but since they were given to her at the meeting, she did not know if they were all within the 200' radius.

Rogelio Ramirez, Premier Engineering, spoke in favor of the Special Use Permit.

Chairman Villarreal informed Mr. Ramirez that if the property is in the flood zone, they will need to get an elevation certificate.

Roberto Martinez, spoke against the Special Use Permit.

Juanita Martinez, spoke against the Special Use Permit.

Ed Gonzalez, spoke against the Special Use Permit.

Cm. Beckelhymer made a motion to close the public hearing and recommend **approval** of the proposed zone change.

Second: Cm. Narvaez

In Favor: 3
Opposed: 2
Abstained: 0

H. Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 3.95 acres, as further described by Metes & Bounds Exhibit A, located at South of Jaime Zapata Memorial Hwy., from B-3 (Community Business District) R-1A (Single Family Reduced Area District).
ZC-51-2019

District I

Staff <u>supports</u> the proposed zone change.

After reading the item and having no objections, the Chairman opened the public hearing.

Rogelio Ramirez, Premier Engineering, spoke in favor of the proposed zone change.

Cm. Narvaez made a motion to close the public hearing and recommend **<u>approval</u>** of the proposed zone change.

Second: Cm. Beckelhymer
In Favor: 4
Opposed: 1
Abstained: 0

I. Amending the City of Laredo Land Development Code, Chapter24, Article IV, Section 24.77.2 (8) entitled Front Yard Setback Requirements; by adding subsection (d) intended to allow the construction of carports up to the property line, measured vertically, subject to easements, site visibility, and minimum parking requirements.

After reading the item and having no objections, the Chairman opened the public hearing.

Jerry Pinzon, Acting Building Official, spoke in favor of this amendment.

Cm. Narvaez made a motion to close the public hearing and recommend **<u>approval</u>** of the proposed zone change.

Second: Cm. Flores
In Favor: 4
Opposed: 0
Abstained: 1

7. **PUBLIC HEARING AND CONSIDERATION OF THE FOLLOWING STREET CLOSURE:**

A. Consideration of the street closure of the 1900 Block of Bismark Street between South Meadow Street and Buena Vista Ave. Tract is 9,832 sq. ft. of undeveloped R.O.W.

Linda Teniente, Community Development Real Estate Staff, advised the Chairman that Jerry Salinas who is looking at purchasing this land has complied with all requirements.

Cm. Narvaez made a motion to close the public hearing and recommend **approval** of the proposed zone change.

Second: Cm. Beckelhymer
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

8 **REVIEW AND CONSIDERATION OF THE FOLLOWING MASTER PLAN:**

A. Review and reconsideration of the Los Presidentes East Master Plan. The intent is residential and commercial. The purpose of this revision is to reconfigure phases and realign streets.

District II – Cm. Vidal Rodriguez

Ricardo Villarreal, Howland Engineering,

Cm. Flores made a motion for a conditional **approval** subject to the agreement of a roadway being built and turning it in to the Planning Department within 15 days, along with the following comments.

APPROVE SUBJECT TO THE FOLLOWING COMMENTS:

Planning:

1. Provide a plat note with X, Y coordinates for point of beginning and point of commencement.
2. Renumber phases beginning with Phase 1 and exclude the previously recorded phases.
3. Renumber Phase 1 as Phase 14 as reflected in the request for preliminary plat approval of Phase 14 in this Planning and Zoning Commission agenda.
4. Phases 4 and 5 must be provided with access since Isla Mujeres Dr./Pochula Dr. does not extend into phases 4 and 5 as depicted on the master plan.

5. The street name of Isla Mujeres Dr. must extend throughout and replace the street name of Pochula Dr.
6. A portion of Phase 1 and Phases 4 and 5 may require approval by the County of Webb unless annexed.
7. Provide Phase number for tract labeled as "commercial" on southwest corner of master plan.
8. Submit master plan revision to City of Laredo Building Department GIS Division within 10 days of commission approval in a geo-referenced CAD file in accordance to Section 2-3.2(a) 4 of the City of Laredo Subdivision Ordinance.
9. No double frontage on any residential lots.
10. Submit all proposed street names to the Planning Department for review and approval.
11. Access to Loop 20 is subject to review and approval from TxDOT.
12. A zone change will be required for intended use.
13. Conform to Section 24-56 of the Laredo Land Development Code (Parkland Dedication requirements).
14. All improvements as per Subdivision Ordinance.

Engineering: No comments submitted.

Fire:

1. No access to streets I and K.

Environmental: No comments submitted.

Water and Utilities:

1. Any lots outside the City cannot provide water and sanitary sewer service – need to annex into City.

Traffic Safety:

1. Some streets will need traffic calming devices.
2. Check sight distance on Cozumel and Ensenada.
3. Check sight distance on Jalapa.
4. Check sight distance on Street N.
5. Check sight distance on Street O.
6. Check sight distance on Street G and Street H.
7. Check sight distance on Street J and Street C.
8. Streets should intersect at perpendicular.
9. Streets K and L don't have any access.
10. Check sight distance on Street E and street with cul-de-sac.

Parks & Leisure: No comments submitted.

WEBB County App: No comments submitted.

AEP Engineers: No comments submitted.

U.I.S.D.:

1. However Phase 4 and Phase 5 are within Webb County boundary. Also master plan shows no street access to Street K and Street I.

L.I.S.D.: No comments submitted.

AT&T: No comments submitted.

NOTICE TO THE DEVELOPER:

Planning:

Only the utility easements within the plat boundaries are subject to change prior to plat recordation, due to revisions by the utility companies.

Second: Cm. Beckelhymer
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

9. CONSIDERATION OF THE FOLLOWING PRELIMINARY PLATS AND PRELIMINARY REPLATS:

A. Preliminary consideration of the plat of Lomas Del Sur Subdivision, Phase IX. The intent is residential.

District I – Cm. Rudy Gonzalez, Jr.

Frank Estrada, Sherfey Engineering, concurred with staff comments.

Cm. Beckelhymer made a motion to **approve** the item subject to the following comments.

APPROVE SUBJECT TO THE FOLLOWING COMMENTS:

Planning:

1. Identify all easements on the plat.
2. Provide a street name for Street "A".

3. Modify the Attestment of the Planning Commission Approval Certificate to reflect J. Kirby Snideman, AICP as the Director of Planning.

Engineering:

1. Provide all necessary easements.

Fire: No comments submitted.

Environmental: No comments submitted.

Water and Utilities:

1. Will need a written notice to the developer's intention to place front utilities at the same time of the preliminary plat is submitted and at the time of plan review submit a front lot utility layout/schematics.
2. Plan needs to show projected flows and demands.
3. Require seal of the Engineer of record.

Traffic Safety:

1. Check sight distance at Street "A" and Francisco Ramirez.
2. Check sight distance at Jose Santos and Francisco Ramirez.
3. Some streets might need calming devices.
4. Check sight distance at Jose Santos and Guaymas.

Parks & Leisure: No comments submitted.

WEBB County App: No comments submitted.

AEP Engineers: No comments submitted.

U.I.S.D.:

1. Question on access to this area. Concerned on residence parking on Jose Santos Dr. from Lomas del Sur to Alfredo Cantu.
2. Possibly requesting a no parking during school hours.

L.I.S.D.: No comments submitted.

AT&T: No comments submitted.

NOTICE TO THE DEVELOPER:

Planning:

1. Only the utility easements within the plat boundaries are subject to change prior to plat recordation, due to revisions by the utility companies.
   All comments set forth herein are preliminary comments and not an exhaustive list. Additional comments may be added prior to final plat approval.

Second: Cm. Flores
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

B. Preliminary consideration of the plat of Los Presidentes Subdivision, Unit 14. The intent is residential.

District II – Cm. Vidal Rodriguez

Ricardo Villarreal, Howland Engineering, concurred with staff comments.

Cm. Flores made a motion to **approve** the item subject to the following comments.

APPROVE SUBJECT TO THE FOLLOWING COMMENTS:

Planning:

1. Identify all easements on the plat.
2. The street names of Merida, Taxco, Leon, and Tepic are already in use. Coordinate street naming with the Planning Department staff.
3. Identify City/County boundaries on the face of the plat as a portion of this subdivision is located outside the corporate limits of the City of Laredo.
4. Annexation of the subdivision may be required before the granting of final plat approval.
5. Modify the Planning Commission Approval Certificate to reflect Erasmo Villarreal as the Chairman of the Planning and Zoning Commission.
6. Modify the City Engineering Certificate to reflect Ramon Chavez, P.E. as the City Engineer.
7. Modify the Attestment of the Planning Commission Approval Certificate to reflect J. Kirby Snideman, AICP as the Director of Planning.
8. Clearly identify lots that will be prohibited from having direct access to Avenida Los Presidentes on Plat Notes.
9. All improvements as per subdivision ordinance.

Engineering: No comments submitted.

Fire: No comments submitted.

Environmental: No comments submitted.

Water and Utilities:

1. Pending master plan review and approval.
2. No comments at this time. Lacking adequate water and sewer information prior to granting approval.

Traffic Safety:

1. Some streets will need traffic calming devices.

Parks & Leisure:

1. Parkland dedication has to be updated according to new master plan. Parkland required for 124 residential lots = 0.48 acres (cash payment in lieu of land = $21,600) & NPIF* = $38,936

WEBB County App.: No comments submitted.

AEP Engineers: No comments submitted.

U.I.S.D.: No comments submitted.

L.I.S.D.: No comments submitted.

AT&T: No comments submitted.

NOTICE TO THE DEVELOPER:

Planning:

1. Only the utility easements within the plat boundaries are subject to change prior to plat recordation, due to revisions by the utility companies.
   All comments set forth herein are preliminary comments and not an exhaustive list. Additional comments may be added prior to final plat approval.

Second: Cm. Beckelhymer
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

C. Preliminary consideration of the plat of North Laredo Industrial Park, Phase II. The intent is commercial.

District VII – Cm. George J. Altgelt

Cm. Flores made a motion to **approve** the item subject to the following comments.

APPROVE SUBJECT TO THE FOLLOWING COMMENTS:

Planning:

1. Clearly define the corporate limits of the City of Laredo. Should a portion of this subdivision be located outside the corporate limits of the City of Laredo, approval by the County of Webb will be required.
2. Revise the Planning and Zoning Commission Approval Certificate to reflect Erasmo Villarreal as Chairman.
3. Revise City Engineer Certificate to reflect Ramon Chavez, P.E. as City Engineer.
4. Add Attestment of Planning Commission Approval Certificate and reflect J. Kirby Snideman, AICP as the Planning Director.
5. Include the word "Lot" to correctly identify Lot 1, Block 2.
6. Provide proper acreage on Owner's Certificate.
7. Modify all certificates to reflect the correct plat name and state that this plat is phase II and not phase I.

Engineering: No comments submitted.

Fire: No comments submitted.

Environmental: No comments submitted.

Water and Utilities:

1. Water and sanitary sewer master plan for development area is needed.
2. Plan needs to show projected flows and demands, require seal of the Engineer of Records.

Traffic Safety: No comments submitted.

Parks & Leisure: No comments submitted.

WEBB County App.: No comments submitted.

AEP Engineers: No comments submitted.

U.I.S.D.: No comments submitted.

L.I.S.D.: No comments submitted.

AT&T: No comments submitted.

NOTICE TO THE DEVELOPER:

Planning:

1. Only the utility easements within the plat boundaries are subject to change prior to plat recordation, due to revisions by the utility companies.
   All comments set forth herein are preliminary comments and not an exhaustive list. Additional comments may be added prior to final plat approval.

Second: Cm. Beckelymer
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

10. CONSIDERATION OF THE FOLLOWING FINAL PLATS AND FINAL REPLATS:

A. Final consideration of the plat of the New Trade Center, Phase 3. The intent is industrial.

District VI – Cm. George J. Altgelt

Cm. Flores excused himself from voting on this item, therefore quorum was lost.

Chairman Villarreal announced that no action would be taking place due to lack of quorum and would have to be postponed.

11. ADJOURNMENT

Cm. Beckelhymer made a motion to **adjourn** the meeting at 7:42 p.m.

Second: Cm. Flores
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

James Kirby Snideman
Planning Department

Erasmo Villarreal, Chairman
Planning & Zoning Commission

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Initiated By: Robert A. Eads

Staff Source: Anita Stanley

SUBJECT

Authorizing the Co-Interim City Managers to enter into license agreements with local associations for the use of City playing fields for youth and adult programs, the term of each being from March 1, 2019 through December 1, 2019. No fee will be charged by the City to the associations in view of the public benefit in permitting the associations to use the City's facilities for baseball, softball, soccer and flag football for the benefit of the youth of Laredo.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

It is proposed to grant local associations the right and privilege to use City playing fields for their game schedules and that the license to each will provide that it is for the term from March 1st through December 1st, 2019, and without having to pay a license (rental) fee to the City. Each association will use a specific playing field for baseball, softball, soccer and flag football programs for the youth/adults of Laredo. There will be a license agreement with each of the below listed associations.
Youth Leagues:
American Little League
Hillside Little League
National Little League
Babe Ruth Little League
Northwest Little League
Optimist Little League
Rio Grande Little League
Pony Little League
Adult Leagues:
Laredo Adult Baseball League
Liga Masters Independent

Border Baseball League, Inc.
Soccer Leagues:
Border Soccer League/Santa Rita League
Father McNaboe League
Laredo Soccer Association
Laredo Soccer League
United Premier League
Unified Soccer League
Flag Football:
Border Flag Football
Boys & Girls Clubs of Laredo
Other:
Dioces of Laredo/C.Y.O.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends approval of ordinance.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
No financial impact.

Attachments

TEMP LIC AGREE.
Ordinance
Leagues

ORDINANCE NO. 2019-O-

AUTHORIZING THE CITY MANAGER TO ENTER INTO LICENSE AGREEMENTS WITH LOCAL LEAGUE ASSOCIATIONS FOR THE USE OF CITY PLAYING FIELDS FOR YOUTH AND ADULT PROGRAMS, THE TERM OF EACH BEING FROM MARCH 1ST THROUGH DECEMBER 1ST 2019; NO FEE WILL BE CHARGED BY CITY TO THE ASSOCIATIONS IN VIEW OF THE PUBLIC BENEFIT IN PERMITTING THE ASSOCIATIONS TO USE THE CITY'S FACILITIES FOR BASEBALL, SOFTBALL, SOCCER AND FLAG FOOTBALL PROGRAMS FOR THE BENEFIT OF THE YOUTH/ADULTS OF LAREDO.

WHEREAS, the Local League organizations are devoted to providing young boys and girls an opportunity to play baseball, softball and soccer; and

WHEREAS, baseball, softball, soccer and flag football are sports that are very popular with the youth of Laredo; and

WHEREAS, the City of Laredo has enjoyed a great partnership with the local Leagues for many years.

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

Section 1: The City Manager is authorized to enter into license agreements with Local League Associations for the public purpose of providing league fields for the term of March 1st through December 1st 2019.

Section 2: This ordinance shall take effect as and from the date of passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____

PETE SAENZ,
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA L. HALE
CITY ATTORNEY

BY: _____
KRISTINA L. HALE

ORDINANCE NO. 2019-O-__

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CO-INTERIM CITY MANAGERS TO ENTER INTO LICENSE AGREEMENTS WITH LOCAL LEAGUE ASSOCIATIONS FOR THE USE OF CITY PLAYING FIELDS FOR YOUTH AND ADULT PROGRAMS, THE TERM OF EACH BEING FROM MARCH 1ST THROUGH DECEMBER 1ST, 2019; NO FEE WILL BE CHARGED BY CITY TO THE ASSOCIATIONS IN VIEW OF THE PUBLIC BENEFIT IN PERMITTING THE ASSOCIATIONS TO USE THE CITY'S FACILITIES FOR BASEBALL, SOFTBALL, SOCCER AND FLAG FOOTBALL FOR THE BENEFIT OF THE YOUTH OF LAREDO; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the local league associations are devoted to providing young boys and girls an opportunity to play baseball, softball, soccer and flag football; and

WHEREAS, baseball, softball, soccer and flag football are very popular sports with the youth of the City of Laredo; and

WHEREAS, the City of Laredo has enjoyed a great partnership with the local leagues for many years.

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

Section 1. The Co-Interim City Managers are authorized to enter into license agreements with the Local League Associations listed in **Exhibit A** attached hereto for the public purpose of providing league fields for the term of March 1st through December 1, 2019. No fee will be charged by City to the associations in view of the public benefit in permitting the associations to use the City's facilities for baseball, softball, soccer and flag football for the benefit of the youth of Laredo.

Section 2. This Ordinance shall take effect immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS__DAY OF_____2019.

_____

PETE SAENZ

MAYOR

ATTESTED:

_____

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY

BY:_____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

Exhibit A
List of Local League Associations

Baseball - Youth
American Little League
Hillside Little League
National Little League
Babe Ruth Little League
Northwest Little League
Optimist Little League
Rio Grande Little League
Pony Little League

Baseball – Adult
Laredo Adult Baseball League
Liga Masters Independent
Border Baseball League, Inc.
Soccer
Border Soccer League
Santa Rita League
Father McNaboe League
Laredo Soccer Association
Laredo Soccer League
United Premier League
Unified Soccer League

Flag Football
Border Flag Football Boys & Girls Clubs of Laredo

Other
Diocese of Laredo/C.Y.O.

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Claudia San Miguel, Transit General Manger

SUBJECT

An Ordinance of the City of Laredo, TX amending the Chapter 19 (Motor Vehicles and Traffic), Article XII (Transit System), Division 3 (Bus Bench Advertising), Section 19-581, of the Code of Ordinances to add the Transit Bus Bench Advertising Fees.

PREVIOUS COUNCIL ACTION

Authorizing the Co-Interim City Managers to establish a Transit Advertisement Program. In line with the Five Year Comprehensive Transit Development Plan, the Transit Department currently has fifty (50) bus stop advertisement benches that can generate revenue opportunities that will be 100% allocated for bus stop improvements.

BACKGROUND

Bus Stop Advertising is a flexible and versatile form of outdoor advertisement business tool used by companies and business owners and event promoters to advertise their products and services.
Generated profits will be 100% dedicated to fund bus stop improvements such as: all weather shelters, shade canopies, benches, bike racks, solar lights, route schedule holders, and to fund new transit technology to further entice the non-transit dependent residents to use transit to meet their basic transportation needs.
El Metro's bus stop advertisement program shall allow small and large business and companies to promote their products and services by reaching a diverse audience. Bus Stops are typically located on both high-traffic and some residential areas thus reaching a wider demographic not only for bus users but also for pedestrians, shoppers. Motorists and workers.
Transit Advertisement Specialists duties shall entail the selling of advertisement bench sales to businesses, companies, organizations, and promoters looking to publicize their products and services. Part of the duties will include delivering sales presentations, presenting proposals to prospective customers and to connect customers with other available transit advertisement opportunities such as a bus wraps, shelter ads, and future modern electronic boards.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff Supports Approval of this item.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	N
Source of Funds:	El Metro Operations
Account #:	558-0000-339-2001
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Revenues will be deposited in the El Metro Operations Advertising Revenue account 558-0000-339-2001.

Attachments

Intro. Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 19 (MOTOR VEHICLES AND TRAFFIC), ARTICLE XII (TRANSIT SYSTEM), DIVISION 3 (BUS BENCH ADVERTISING), SECTION 19-581, OF THE CODE OF ORDINANCES TO ADD THE TRANSIT BUS BENCH ADVERTISING FEES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE OF OCTOBER 18, 2019.

WHEREAS, an introductory ordinance was held on August 5, 2019; and,

WHEREAS, following the public hearing, the City Council finds it to be in the best interest of the residents of the City of Laredo and of the Transit System that the following Bus Bench Advertisement Schedule be adopted in order to expand services.

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

Section 1. The City of Laredo Code of Ordinances, Chapter 19, Motor Vehicles and Traffic, Article XII, Transit System, Division 3, Bus Bench Advertising, is hereby amended as follows:

(c) The Municipal Transit System (El Metro) advertisement bus benches will be available for the general public to promote products and services to the community. Advertisement to be in compliance with the section guidelines (sec. 19.581 policy)

1. *Bus bench Advertisement Fee Schedule*
    - *Advertisement Sign Production cost per bench (any size, basic graphic design)*

      Production Cost (1 sign) - $120.00

      Production Cost (2-5 signs) - $100.00

2. *Monthly Advertisement Bench Space Rate with six (6) month agreement*

    - *Six Month Agreement from Date of Installation (1 unit) - $150/month*

    - *Six Month Agreement from Date of Installation (2 – 5 units) - $125.00/month*

3. *Special Event Bench Advertisement Rate*

    - *30 Day Agreement from Date of Installation*

      Production Costs - $100.00

      30 Day Rent - $125.00

Section 3. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. This Ordinance shall become effective October 18, 2019.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF _____ 2019.

_____
PETE SAENZ
MAYOR

ATTESTED:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
ACTING CITY ATTORNEY

BY: _____

CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Claudia San Miguel, Transit General Manager

SUBJECT

Amending the Transit Department FTEs by creating one (1) additional position for a Transit Advertisement Specialist. Funding is available in the El Metro General Administration Fund.

PREVIOUS COUNCIL ACTION

Authorizing the Co-Interim City Managers to establish a Transit Advertisement Program. In line with the Five Year Comprehensive Transit Development Plan, the Transit Department currently has fifty (50) bus stop advertisement benches that can generate revenue opportunities that will be 100% allocated for bus stop improvements.

BACKGROUND

Bus Stop Advertising is a flexible and versatile form of outdoor advertisement business tool used by companies and business owners and event promoters to advertise their products and services.
Generated profits will be 100% dedicated to fund bus stop improvements such as: all weather shelters, shade canopies, benches, bike racks, solar lights, route schedule holders, and to fund new transit technology to further entice the non-transit dependent residents to use transit to meet their basic transportation needs.
El Metro's bus stop advertisement program shall allow small and large business and companies to promote their products and services by reaching a diverse audience. Bus Stops are typically located on both high-traffic and some residential areas thus reaching a wider demographic not only for bus users but also for pedestrians, shoppers. Motorists and workers.
Transit Advertisement Specialists duties shall entail the selling of advertisement bench sales to businesses, companies, organizations, and promoters looking to publicize their products and services. Part of the duties will include delivering sales presentations, presenting proposals to prospective customers and to connect customers with other available transit advertisement opportunities such as a bus wraps, shelter ads, and future modern electronic boards.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff supports approval of this item.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	N
Source of Funds:	El Metro Operations
Account #:	558-5860-581-1110
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Estimated wages and benefits expense for the proposed Transit Advertisement Specialist is $36,982.

Funds are available in the General Administration fund account #558-5860-581-1110

Attachments

Intro. Ordinance

Advertising Specialist Job Description

Advertising Specialist Job Description

COUNCIL COMMUNICATION

DATE:	**SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE**
07/29/2019	Amending the Transit Department FTEs by creating one (1) additional position for a Transit Advertisement Specialist for El Metro General Administration Fund.

INITIATED BY:	**STAFF SOURCE:**
Robert Eads Co-Interim City Manager	Claudia San Miguel, General Manager

PREVIOUS COUNCIL ACTION:

Authorizing the Co-Interim City Managers to establish a Transit Advertisement Program. In line with the Five Year Comprehensive Transit Development Plan, the Transit Department currently has fifty (50) bus stop advertisement benches that can generate revenue opportunities that will be 100% allocated for bus stop improvements.

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FINANCIAL IMPACT:

Estimated wages and benefits expense for the proposed Transit Advertisement Specialist is $36,982.

Funds are available in the General Administration fund account #558-5860-581-1110

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:**
N / A	Staff supports approval of this item.

INTRODUCTORY ORDINANCE

AMENDING THE TRANSIT DEPARTMENT FTE'S BY CREATING ONE ADDITIONAL POSITION FOR A TRANSIT ADVERTISMENT SPECIALIST FOR EL METRO GENERAL ADMINISTRATION FUND. FUNDING IS AVAILABLE IN THE EL METRO GENERAL ADMINISTRATION FUND.

WHEREAS, it is being requested to amend the Transit Department FTEs for the establishment of one Transit Advertisement Specialist position for El Metro Operating Fund.

WHEREAS, the additional FTE is requested to promote transit advertisement sales that generate revenues to fund bus stop improvements for residents, visitors of the City of Laredo that use El Metro transit to meet their transportation needs.

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

Section 1: To amend the Transit Department FTEs by adding one position for a Transit Advertisement Specialist for El Metro General Administration Fund

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE VALDEZ JR.
CITY SECRETARY

_____
APPROVED AS TO FORM:
KRISTINA L. HALE
ATTORNEY

Laredo Transit Management Inc.
Job Description

DRAFT

Job Title: **Transit Advertising Specialist**
Department: Administration
Reports To: Public Information Officer/Community Outreach Coordinator
FLSA Status: Non-Exempt

SUMMARY OF DUTIES:

Transit Advertising Specialist main responsibility is to promote and to sell El Metro's available "advertisement rent space". Develops sales plans and strategies, works and designs attractive graphics thru the add production company to meet the sales goals as set for by El Metro's Administration. In compliance with Federal Transit Administration Guidelines handles issues during the sales process, production, and installations are in progress. Maintains excellent communication and provides world-class customer service to clients, advertisers, third-party vendors, and El Metro's internal departments.

MINIMUM QUALIFICATIONS:

- High School diploma or G.E.D.
- Valid Texas Driver's License.
- Five years of experience in related field preferred.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Demonstrates ability to work effectively and harmoniously with all El Metro employees.
- Demonstrates ability to communicate professionally and effectively both in written form and orally. Bilingual English and Spanish (preferred).
- Possess technical skills necessary to perform essential job requirements such graphic design, email functions, correspondence and power point presentations.
- Able to treat all people with dignity and respect.
- Strong proficiency with current technology for performance of duties including digital photography, graphic design, and publication software.
- Excellent organization, communication, and interpersonal skills.
- Excellent analytical, critical thinking and judgment skills.
- Superior writing, editing, and presentation skills.
- Ability to handle a variety of assignments simultaneously and within deadlines.
- Ability to interpret policy, procedures, and data.
- Familiar with Federal Transit Administration guidelines.
- Ability to perform other duties as assigned by supervisor.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Serves as the information liaison to the community on the selling of all El Metro Transit Bus Bench Advertisement and future electronic advertisement.
- Conducts sales visits to perspective customers and maintains a log.
- Promotes community relations that contribute to the attainment of El Metro's advertisement and sales goals.

- Prepares media advisories, new releases, and publish articles and photos in local media, and any or all publications to promote transit advertisement.
- Assists and designs, prepares, and edits publications including weekly performance reports, brochures, media kits, programs, and publications as needed.
- Assists and acquires, coordinates, and evaluates the use of effectiveness of promotional materials.
- Assists in developing copies and coordinates with placement of advertisements and public notices in local daily newspaper for transit advertisement.
- Responds to all advertising sales inquiries. Refers appropriate inquires to the PIO / Community Outreach Coordinator.
- Maintains a log of media calls and all perspective sales information requests.
- Maintains a log on all advertisement spaces and a log of contracts. Controls and Directs the installation and removal of add according to contracted dates. Maintains updated log of available locations on El Metro website and on all related informational outlets for El Metro Transit.
- Keeps informed of developing advertising trends and techniques.
- Assists with El Metro Transit Events. (Example: El Metro Bike & Ride Event)

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Work is performed inside and outside the building facility. Physical ability requires frequent subjection to elements, such as fumes, gases, dust, grease, smoke, oils, noises, extremes in temperature and humidity. The employee is regularly required to sit and walk, listen and lift 50 lbs and/or move up to 80 lbs. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and ability to adjust focus. Must have sufficient color vision to identify colors of electrical wires used in the repair and maintenance of motor vehicles and related equipment. These colors primarily include: red, blue, yellow, orange, green, purple, black, white, brown, gray, tan, and pink. Physical ability required to be mobile, bend, stoop, stand, climbs ladders and/or stairs, reach to adjust or repair equipment or materials, simultaneous use of both arms and both feet. Requires simple grasping and fine manipulation as well as hard grasping and medium dexterity as well as foot controls either simultaneously or single use. Maintain emotional control under stress and with frequent interruptions. Work hours may involve early mornings, late night, weekends and holidays.

Laredo Transit Management, Inc. Is an Equal Opportunity/ Affirmative Action Employer and Complies with the Americans with Disability Act.

Apply by submitting an application to El Metro Administrative offices located at 1301 Farragut St. -3rd Floor Laredo, Texas 78040. For application, job description or information, please call (956) 795-2288.

Laredo Transit Management Inc.
Job Description

DRAFT

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Department: Administration
Reports To: Public Information Officer/Community Outreach Coordinator
FLSA Status: Non-Exempt

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Introductory Ordinances 30.

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Riazul Mia, P.E. CFM, Utilities Director

SUBJECT

Amending Chapter 31 (Utilities), Article II, division 1, Section 31-16, Article III, Division 4 by deleting sections 31-141.15-31-141.88 and creating Article V (Water conservation and drought contingency plan) sections 31-195 through 31-242. Amending sections 31-195, 31-197, 31-199, 31-200 through 31-205, 31-208, 31-212, 31-213, 31-214, 31-215, 31-217, 31-220, , 31-221, 31-228, 31-236, 31-238, 31-240. Adding section 31-210 and removing section 31-219. Providing for severability and publication date.

PREVIOUS COUNCIL ACTION

On April 21, 2014, the final reading of Ordinance 2014-O-048 was approved by City Council.

BACKGROUND

The Texas Commission on Environmental Quality requires an update to all municipal water conservation and drought contingency plans every five years, in which this amendment is due by August 1, 2019. The Texas Water Development Board requires a copy of all municipal water conservation and drought contingency plans in order to qualify for further funding. As result, the City of Laredo Utilities Department developed a water conservation plan and drought contingency plan to be adopted as a combined ordinance officially named the Water Conservation and Drought Contingency Ordinance. Implementation of this ordinance will help reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, and increase the recycling and reuse of water for the ultimate purpose of making a water supply available for future or alternative uses. In addition, implementation of this ordinance will help establish procedures for identifying and responding to a water supply emergency minimizing any risks to public health and safety, preserving essential public services, and minimizing any adverse impacts of a water supply emergency on the residents and economic well-being of the city.

COMMITTEE RECOMMENDATION

Utilities Advisory Committee approved the proposed changes.

STAFF RECOMMENDATION

Amendment of Ordinance

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

No financial impact.

Attachments

water-conservation

AN ORDINANCE NO 2019-O-XXX

Amending Chapter 31 (Utilities), Article II, Sewer and Sewage disposal, Division 1, Section 31-16, Definations, also, Article III, (WATER), Division 4 (WATER CONSERVATION AND DROUGHT CONTINGENCY PLANS) by deleting sections 31-141.15 – 31-141.88 and creating Article V (WATER CONSERVATION AND DROUGHT CONTINGENCY PLANS) Sections 31-195 through 31-242 and moving contents of Sections 31-141.15 through 31-141.88 to Sections 31-195 through 31-242. Amending Sections 31-195 (Purpose of the water conservation plan for city utilities) by removing content which is addressed in other sections and referencing the regulatory authority, amending Section 31-197 (Definitions in the water conservation plan) by moving the definitions to Section 31-16 (Definitions) and referencing Section 31-16 as the location of the definitions, amending Section 31-199 (Specific and quantified water conservation goals) to update the 5 and 10 year goals and fix typographical errors, amending Section 31-200 (Water conservation program) by removing content which is addressed in other sections, amending Section 31-201 (Accurate metering devices) to update the required accuracy of raw water metering devices with the minimum state requirement, amending Section 31-202 (Universal metering) and Section 31-203 (Unaccounted for water use measures) by updating outdated content, amending Section 31-204 (Public education and awareness program) by condensing the content in the section, amending Sec. 31-205 (Water rate and sewer rate structure) by removing Ordinance No. 2006-O-052 and No. 2008-O-143 and updating content to reference Sec. 31-138 (Water Rates) and Sec. 31-92 (Rates and Charges), amending Section 31.208 (Penalties for violation of the water conservation plan) by removing the waste water fee penalties and updating the penalty information to reference Section 31-132 (Penalties), adding Section 31-210 (Plan review and update) with wording required by state regulations, removing Section 31-141.31 (Wholesale water supply contract requirements) in its entirety as the City of Laredo is not a wholesale water supplier, amending Section 31-212 to update content, amending Section 31-213 to include the most recent water and sewer rate ordinances, amending Section 31-214 (Water conserving plumbing fixtures) by removing outdated content and referencing the requirements in the plumbing code in Section 25-3, amending Section 31-215 (Reuse and recycling of wastewater) by condensing the content in the section and by removing the requirement for vehicle wash facilities to obtain a permit for the recycling system from the City of Laredo Utilities Department, amending Sec 31-217(Landscape Requirements) by condensing the content in the section, removing Sec. 31-219 (Water waste management) as this addressed in Section 31-126 (Certain manners of use prohibited), amending Section 31.220 (Other water management strategies) by removing requirements in (c) through (f) which are not enforced by the division and (g) through (l) which are addressed in the plumbing code, amending Section 31.221 to update content, amending Sec. 31-236 (Drought contingency plan for city utilities) by removing outdated content and adding current information and removing and referencing the definitions which will be relocated to Section 31-16, amending Sec. 31-238 (Drought response stages) by correcting formatting errors, amending Sec. 31-240 (Penalties for violation of the drought contingency plan) by removing the waste water fee penalties and updating the penalty information to reference Section 31-132 (Penalties). Removing Sec. 31-141.87 (Citizen Participation) as this section is duplicated, removing “Exhibit A” (Approved Low Water Plants List for Laredo) and having it available for customers at the City of Laredo Utilities Department website. Proving for severability and publication date.

WHEREAS, a reliable supply of potable and irrigation water is essential to the public health, safety and economy of the City of Laredo; and,

WHEREAS, the City of Laredo water supply is a limited resource that needs to be protected and managed for the present and future uses; and,

WHEREAS, the adoption and enforcement of a water conservation plan and a drought contingency plan is required by the Texas Commission of Environmental Quality (TCEQ) to be updated and amended every five (5) years to meet standards and ensure a reliable and sustainable supply of water for the residents and to minimize the effects of drought and shortage;

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

Section 1. City of Laredo Code of Ordinances, Chapter 31, Utilities, Article II, Sewers and sewage disposal, Division 1, Section 31-16 and also, Chapter 31, Article V, Water Conservation and Drought Contingency Plans, Sections 31-195 – 31-242 is hereby amended as follows:

ARTICLE II. - SEWERS AND SEWAGE DISPOSAL
DIVISION 1. - GENERALLY
Sec. 31-16. - Definitions.

As used in this article and as defined below, all terms in this section are as defined in Title 40 Code of Federal Regulations, Part 403 which is adopted hereby and incorporated by reference herein and a copy of which shall be maintained in the office of the city secretary:

Abnormal industrial waste means any industrial waste having a TSS, COD, or BOD content in excess of that found in normal waste, but which is otherwise acceptable into a sanitary sewer under the terms of this article.

Apartment house means a collection of family residences grouped together in one (1) building, each family residence being a section of such building.

Approved methods means the analytical procedures published by the U.S. Environmental Protection Agency in 40 CFR 136.

Approved low water plant list for Laredo means a list of plants, shrubs, and turf that are suitable for Laredo's climate, soil, and salinity. This list, as may be amended from time to time, was compiled by the utilities department and shall be available from the water conservation program or may be downloaded from the City of Laredo webpage at www.ci.laredo.tx.us.

Approving authority means the U.S. Environmental Protection Agency and/or TCEQ.

Best management practices (BMPs) means scheduled activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the amount of pollution entering the sanitary sewer system.

Blowdown meter means a meter that tracks the amount of water discharged from a cooling tower system.

Boarding house means a place where one obtains food or lodging, or both, in another's house for a stipulated price.

BOD (biochemical oxygen demand) means the quantity of oxygen by weight, expressed in mg/l, utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five (5) days at a temperature of twenty (20) degrees Centigrade.

Building sewer means the extension from the building drain to the public sewer or other place of disposal (also called house lateral and house connection).

Bypass means the intentional diversion of waste streams from any portion of an industrial user's treatment facility.

City means the city or any authorized person acting in its behalf.

COD (chemical oxygen demand) means measure of the oxygen consuming capacity of inorganic and organic matter present in the water or wastewater expressed in mg/l as the amount of oxygen consumed from a chemical oxidant in a specific test, but not differentiating between stable and unstable organic matter and thus not necessarily correlating with biochemical oxygen demand.

Commercial customer means any structure or premises other than residential or multifamily structures as defined in this section and shall include the following:

(1) All retail, wholesale and industrial business establishments;

(2) All office buildings;

(3) Professional businesses and service businesses;

(4) Hotels, motels, inns, rooming houses, boardinghouses, whether private, public or quasi-public;

(5) Hospitals, whether public or private, charitable or otherwise;

(6) Fraternal organizations, public or private clubs, associations or organizations, and whether profit or nonprofit;

(7) All other charitable and/or tax-supported organizations;

(8) Church-related hall or church-related school, whether on the same or on different premises as the church to which affiliated; and

(9) All operations that manufactures, packages, prepares, provides, serves, or makes available any food or meals.

(10) Any and all other types or forms of public or private concerns, organizations or institutions not otherwise herein provided for.

Comminuted garbage means garbage that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in sanitary sewers, with no particle greater than one-half (½) inch in any dimension.

Connection means each and every joining of a sewer line leading from any building or structure with a part of the sanitary sewer system of the city; provided that, if there are two (2) or more buildings or structures on the same lot or adjoining lots and their respective sewer lines join on such lot or either adjoining lot and then one line joins the sanitary sewer system of the city, each such building or structure shall be considered as having a separate connection to the sanitary sewer system of the city.

Control manhole means a manhole giving access to a building sewer at some point before the building sewer discharge mixes with other discharges in the public sewer.

Control point means a point of access to a course of discharge before the discharge mixes with other discharges in the public sewer.

Cooling tower means an open water recirculation device that uses fans or natural draft to draw or force air to contact and cool water through the evaporative process.

Customer means any person, company, or organization using water supplied by the city. It includes individuals, corporations, partnerships, associations, and all other legal entities.

Dining facilities and cafeterias mean a place that prepares and serves food and beverages to be consumed on premises.

Director means the director of the city utilities department (or other official designated by the city manager) or the director's authorized representative, unless otherwise specified.

Drainage water means storm water; roof run-off water; subsurface and subsoil uncontaminated drainage water; drainage from down spouts; water from yard drains; water from fountains, ponds and swimming pools; water from lawn sprays, rainwater leaders, and areaways, and overflows from cisterns and water tanks.

E.P.A. (Environmental Protection Agency) means the U.S. Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the administrator or other duly authorized official of that agency.

Effluent means same as gray water (see gray water).

Evergreen means a plant with foliage that persists and remains green year-round.

Family means any number of individuals living together as a single household unit.

Fats, oils, or grease (FOGs) means organic polar compounds derived from animal and/or plant source that contain multiple carbon chain triglyceride molecules. All are sometimes referred to herein as “grease” or “greases".

FPE or FPEs is a food processing establishment(s) where food for human consumptions is manufactured or packed.

FSE or FSEs is a food service establishment(s) that prepares, provides, serves, or makes available for human consumption meals, or any food.

Garbage means animal and vegetable wastes and residue from preparation, cooking and dispensing of food; and from the handling, processing, storage and sale of food products and produce.

Grab sample means a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

Grass means (see turf or turf grass).

Gray water means a domestic or municipal wastewater that has been treated to a quality suitable for a beneficial use in accordance with applicable laws.

Grease trap/interceptor means a device designated to use differences in specific gravities to separate and retain light density liquids, waterborne fats, oils, and greases prior to the wastewater entering the sanitary sewer collection system. These devices also serve to collect settleable solids, generated by and from food preparation activities, prior to the water exiting the trap/interceptor and entering the sanitary sewer collection system.

Hard-surfaced areas means areas that are not designed for irrigation purposes but need to be washed using a high pressure washing device such as driveways, concrete pads, parking lots, or floor patios made of wood or other material.

Hardscape means solid non-organic materials, such as rock, stone, concrete, brick, or other similar type material used to cover ground on areas not intended to support vegetation, but rather complement or enhance it, or to allow access for maintenance or better visualization.

Hazardous waste means those substances which if otherwise disposed of would be hazardous waste as set forth in 40 CFR 261.

High pressure washer means a mechanical device that uses high pressure water to remove mold, grime, dust, mud and dirt from surfaces and objects such as buildings, vehicles, and concrete road surfaces. This device consists of a motor which directly drives a water pump, a high pressure hose, and a trigger gun that does not exceed 4.5 gallons of water per minute (gpm).

Holding tank waste means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum pump tank trucks.

Hose bibb vacuum breaker means a spring-loaded check valve that seals against an atmospheric outlet when the water supply is turned on. When the supply is turned off, the device vents to atmosphere, thus protecting backsiphonage conditions and preventing possible contamination of water supply.

Hot water on-demand system means a plumbing system that incorporates a device that provides hot water on demand, thus preventing water waste by a user while waiting for hot water to reach the faucet.

Illegal connection means any connection between the water tap and the home, business or irrigation system not using a city-issued or approved meter.

Impervious surface means patios, pathways, and other areas where firm footing is desired, constructed in such a way that does not allow water to penetrate the ground. Examples include, but are not limited to: slab patios, sidewalks and driveways, asphalt streets or pavers, stones, or flagstones set with mortar.

Industrial user means a source of indirect discharge which does not constitute a "discharge of pollutants" under regulations issued pursuant to Section 402 of the Act.

Industrial or high strength wastes means liquids or other character of wastes resulting from any commercial, manufacturing or industrial operations or processes that in strength concentration or character exceeds~~,~~ normal domestic sanitary sewage.

Industrial waste or high strength surcharge means the charge made on those operations who discharge industrial or high strength wastes into the city's sewage system. *Industrial waste permit* means a permit to deposit or discharge industrial waste into the sanitary sewer. The permit charge is to cover the cost to issue the permit and to inspect the facility. This permit shall not grant a waiver to allow discharge of any wastes that exceed the limits or violate the requirements of this article.

Industrial water user means a customer that uses large amounts of water in the manufacturing and processing of products.

Irrigation system means a system with fixed pipes and emitters or heads that apply water to landscape plants or turf grass including, but not limited to, in-ground and permanent systems.

Irrigation system analysis means a zone-by-zone analysis of an irrigation system.

Landscapable area means any area of ground that can support vegetative ground cover or other landscaping plants. Sidewalks and other impervious surfaces are not considered landscapable areas.

Landscaping means the improvement of a section of ground by contouring the land and planting any combination of living plants such as trees, shrubs, vines, groundcover or grass, and placing natural features such as rock, stone, bark chips or shavings.

Large water user means a customer that uses more than four thousand (4,000) gallons per day.

Makeup meter means a meter that measures the amount of water entering a cooling tower system.

Milligrams per liter (mg/l) means the same as parts per million and is a weight-to-volume ratio; the milligram per liter value multiplied by the factor eight and thirty-four one-hundredths (8.34) shall be equivalent to pounds per million gallons of water.

Mulch means an organic or inorganic material, which is placed to prevent erosion, lower soil temperature, and maintain soil moisture.

Multi-family customer means the owner or occupant of property containing a multiple family dwelling unit composed of more than one (1) unit being serviced by one (1) water meter.

Native plant means a commercially grown or legally harvested plant hardy to the natural conditions of the South Texas Plains (part of the Tamaulipan Biotic Province), which once established is capable of sustaining growth without supplemental watering.

Natural outlet means any outlet into a watercourse, ditch, lake, or other body of surface water or groundwater.

NELAC means National Environmental Laboratory Accreditation Conference and is a cooperative association of states and federal agencies, formed to establish and promote mutually acceptable performance standards for the operations of environmental laboratories. The standards cover both analytical testing of environmental samples and the laboratory accreditation process.

Normal domestic wastewater means wastewater excluding industrial wastewater discharged by a person or operation into sanitary sewers and in which the average concentration of TSS is not more than two hundred fifty (250) mg/l and BOD is not more than two hundred fifty (250).

Overload means the imposition of organic or hydraulic loading on a treatment facility in excess of its engineered design capacity.

Permeable paving means materials such as brick pavers set in sand or other permeable base.

Person means any individual, business entity, partnership, corporation, governmental agency, political subdivision, or any other legal entity.

Pervious landscape means patios, pathways, and other areas where firm footing is desired, constructed in such a way that allows for water to penetrate the ground. Examples include flagstone set in sand and wood plank decks.

pH means the logarithm (base 10) of the reciprocal of the hydrogen ion concentration

Plumbing fixture means a device that receives water, waste, or both and discharges the water, waste, or both into a drainage system.

Positive shut-off means a valve that is held in a closed position by system pressure until it is overridden by an outside source.

Public sewer means pipe or conduit carrying wastewater or unpolluted drainage in which owners of abutting properties shall have the use, subject to control by the city.

Receiving stream means the waterway into which a wastewater treatment plant, operated by the city, discharges the treated effluent.

Residential connection means a connection served by one (1) water meter and used primarily as living quarters for a family. A building with living quarters located on the same premises and used by the owner or occupant for family purposes shall not be considered a separate living unit; provided however, that, if rental money is received from more than one (1) such unit, the same shall not be considered a residential connection, it will be a multi-family customer.

Residential customer means a single or multi-family dwelling unit containing two (2) or fewer family units.

Rooming house means a house or building where there are two (2) or more bedrooms rented to persons for lodging.

Sanitary convenience means any plumbing fixture (except for a food waste disposal unit) not required to have a sand and/or grease trap (interceptor) according to provisions of the plumbing code.

Sanitary sewage means the waste from water closets, urinals, lavatories, sinks, bath tubs, showers, household laundries, basement floor drains, garage floor drains, store rooms, soda fountains, cuspidors, refrigerator drips, fountain and stable floor drains and all other similar fixtures and receptacles that discharge wastes into the sewerage system.

Sanitary sewer means a public sewer that conveys domestic wastewater or industrial wastes or a combination of both, and into which storm water, surface water, groundwater, and other unpolluted wastes are not intentionally passed.

Shall and *may* are differentiated by the term "shall" understood to be mandatory. The use "may" is understood to be permissive.

Shrub means a woody plant, deciduous or evergreen, generally multi-stemmed with small branches near the ground and growing smaller than a tree.

Single-pass cooling system means a system that removes heat by transferring it to a supply of clean water and releasing it down the drain. This system is relatively inexpensive to install, but it is significantly more expensive to operate, resulting in high water and sewer bills. Examples of cooling equipment that may have single-pass cooling include: air conditioners, refrigerators, coolers, and ice machines.

Summer dormancy means the ability of turf grass to survive without water for a period of sixty (60) consecutive days during the months of May through September. Turf grass, with summer dormancy capabilities approved for use, is set forth in the approved low water plant list.

Slug means any discharge of water, wastewater, or industrial waste which in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.

Standard methods means the examination and analytical procedures set forth in the latest edition, at the time of analysis, of "Standard Methods for the Examination of Water and Wastewater" as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

Storm sewer means a public sewer which carries storm and surface waters and drainage and into which domestic wastewater or industrial wastes are not intentionally passed.

Stormwater means rainfall or any other forms of precipitation.

Suspended solids means solids measured in mg/l that either float on the surface of, or are in suspension in, water, wastewater, or other liquids, and which are largely removable by a laboratory filtration device.

Swimming pool means any portable or permanent structure containing a body of water twenty-four (24) inches or more in depth and containing one thousand one hundred (1,100) gallons or more of water and is intended for recreational purposes.

Tenant means one (1) that pays rent to use or occupy land, a building, or other property owned by another person.

Turf or turf grass means a perennial groundcover plants and grasses adapted to regular mowing and traffic through management, which excludes St. Augustine grass.

To discharge includes to deposit, conduct, drain, emit, throw, run, allow to seep, or otherwise release or dispose of, or to allow, permit, or suffer any of these acts or omissions.

Treatment plant upset means an inhibition or disruption of the treatment plant, its treatment processes or operations, or its sludge processes, use or disposal which is a cause of or significantly contributes to:

(1) A violation of any requirement of the city's NPDES permit (including an increase in the magnitude or duration of a violation);

(2) The prevention of sewage sludge use or disposal by the treatment plant in accordance with all applicable federal and state laws and regulations and city ordinances;

(3) A decrease in the quality of the effluent being discharged from the treatment plant; or

(4) A decrease in the performance of the treatment plant processes or operations.

Unpolluted wastewater means water containing:

(1) No free or emulsified grease or oil;

(2) No acids or alkalis;

(3) No phenols or other substances producing taste or odor in receiving water;

(4) No toxic or poisonous substances in suspension, colloidal state, or solution;

(5) No noxious or otherwise obnoxious or odorous gases;

(6) No more than ten (10) mg/l each of suspended solids and BOD; and

(7) Color not exceeding fifty (50) units as measured by the Platinum-Cobalt method of determination as specified in "Standard Methods."

Utilities director means the director of the utilities department of the City of Laredo.

Utility means the City of Laredo Utilities Department, which provides water and wastewater services to the residents of the City of Laredo in the State of Texas, County of Webb.

Vehicle wash facility means a permanently-located business that washes vehicles with water or water-based products including, but not limited to, self-service vehicle washes, full-service vehicle washes, roll-over/in-bay style vehicle washes, and fleet maintenance wash facilities.

Vehicle washing means the washing of any motor vehicle, motorcycle, truck, trailer, boat, airplane, or other mobile equipment.

Vehicle wash fundraiser means any special-purpose vehicle wash event for which a fee is charged or a donation is accepted.

Waste means rejected, unutilized or superfluous substances in liquid, gaseous, or solid form resulting from domestic, agricultural, or industrial activities.

Wastewater means a combination of the water-carried waste from residences, business buildings, institutions, and industrial establishments, together with any ground, surface and stormwater that may be present.

Wastewater facilities includes all facilities for collection, pumping, treating, and disposing of wastewater and industrial wastes.

Wastewater service charge means the charge on all industrial users of the public sewer system whose wastes do not exceed in strength the concentration values established as representative of normal wastewater.

Wastewater treatment plant means any city-owned facilities, devices, and structures used for receiving, processing and treating wastewater, industrial waste, and sludge's from the sanitary sewers.

Watercourse means a natural or manmade channel in which a flow of water occurs, either continuously or intermittently.

Water closet means a plumbing fixture that has a water-containing receptor that receives liquid and solid body waste and, on actuation, conveys the waste through an exposed integral trap seal into a drainage system.

Water conservation plan means a strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water.

Water conservation planner means the manager of the water conservation program in the City of Laredo. Duties include, but are not limited to, administering and enforcing the program, hearing and reviewing all variance petitions and water conservation plans, and preparing approved variances.

Water harvesting means the process of intercepting irrigation runoff or stormwater and storing it with the intention of putting it to beneficial use thereby reducing runoff and making maximum use of irrigation and rain water.

Water flow restrictor or aerator means an orifice or other device designed to reduce the rate at which water moves. Water waste means any water, other than natural precipitation, that flows from a property to the public right-of-way or adjacent private property. Landscape irrigation is the most common cause of water waste, but it can also result from air conditioning systems, leaks, car washing, and other uses of water. Water waste results in the loss of a valuable natural resource.

Xeriscape means a type of landscaping that is drought resistant, conserves water and protects the environment. The word is a combination of "landscape" and the Greek word "xeros" meaning "dry." Xeriscape is a trademark of the Denver Water Department.

~~DIVISION 4.~~ *ARTICLE V.* - WATER CONSERVATION AND DROUGHT CONTINGENCY PLANS

~~Sec. 31-141.15~~ *Sec. 31-195.* - Purpose of the water conservation plan for city utilities.

(a) *The purpose of this plan is* ~~To~~ *to* promote the protection and proper utilization of Laredo's water resources *to ensure an uninterrupted supply of water sufficient to satisfy essential needs.*

~~(b) To promote water conservation and efficient water utilization through proper landscape requirements, plant selection, correct installation and use of irrigation systems, water harvesting, and public education.~~

~~(c) To enhance the aesthetics of the city by promoting the use of water-thrifty plants suitable to Laredo's climate.~~

~~(d) To protect the quality of Laredo's water resources and reduce the use of excessive amounts of fertilizers and pesticides by promoting the use of native plants in landscapes.~~

~~(e) To reduce the volume of drainage and the cost associated with its processing by promoting and facilitating the acquisition of water efficient technologies.~~

~~(f) To decrease the cost incurred by the City of Laredo Utilities Department pumping water to meet consumption demands.~~

~~(g) To reduce water consumption in cooling units and promote the utilization of the condensate for irrigation purposes.~~

~~(h) To provide overall water conservation strategies for customers who utilize water that is provided by the City of Laredo Utilities Department, which excludes water well owners, water rights owners, and effluent users as described on the exempted parties section.~~

~~(i) To adopt the~~ *(b) This* water conservation plan and the drought contingency plan as a combined ordinance officially named the water conservation and drought contingency *ordinance is established in accordance with Texas Administrative Code Title 30, Chapter 288.*

~~Sec. 31-141.16.~~ *Sec. 31-196* - Interpretation of the water conservation plan.

(a) The provisions of this water conservation plan shall be interpreted and applied as the minimum requirements for water conservation in the city and shall control over all other landscape and water management requirements in any other ordinance in the City Code of Ordinances, if applicable.

(b) This plan is not intended to interfere with, abrogate or annul any restrictive covenants or other agreements between individual parties. When there is a conflict between the requirements of this plan and any restrictive covenants, agreements or other requirements imposed on the property, the more stringent requirement shall apply.

(c) Where any provision of federal or state law conflicts with any provision of this plan, the most stringent provision shall apply unless otherwise regulated by law.

(d) The provisions of this plan shall not be interpreted as part of or in lieu of the city's drought contingency plan.

~~Sec. 31-141.17.~~ *Sec 31-197* - Definitions in the water conservation plan.

Refer to Sec. 31-16 for Water Conservation Plan definitions.

~~For the purpose of this plan only, the following terms, words and/or phrases, and their derivations, shall have the meanings set forth below, except where the context clearly indicates a different meaning:~~

~~*Approved low water plant list for Laredo* means a list of plants, shrubs, and turf that are suitable for Laredo's climate, soil, and salinity. This list, as may be amended from time to time, was compiled by the utilities department and shall be available from the water conservation program or may be downloaded from the City of Laredo webpage at www.ci.laredo.tx.us.~~

~~*Blowdown meter* means a meter that tracks the amount of water discharged from a cooling tower system.~~

~~*Cooling tower* means an open water recirculation device that uses fans or natural draft to draw or force air to contact and cool water through the evaporative process.~~

~~*Customer* means any person, company, or organization using water supplied by the city. It includes individuals, corporations, partnerships, associations, and all other legal entities.~~

~~*Dining facilities* and *cafeterias* mean a place that prepares and serves food and beverages to be consumed on premises.~~

~~*Effluent* means same as gray water (see gray water).~~

~~*Evergreen* means a plant with foliage that persists and remains green year-round.~~

~~*Grass* means (see turf or turf grass).~~

~~*Gray water* means a domestic or municipal wastewater that has been treated to a quality suitable for a beneficial use in accordance with applicable laws.~~

~~*Hard-surfaced areas* means areas that are not designed for irrigation purposes but need to be washed using a high pressure washing device such as driveways, concrete pads, parking lots, or floor patios made of wood or other material.~~

~~*Hardscape* means solid non-organic materials, such as rock, stone, concrete, brick, or other similar type material used to cover ground on areas not intended to support vegetation, but rather complement or enhance it, or to allow access for maintenance or better visualization.~~

~~*High pressure washer* means a mechanical device that uses high pressure water to remove mold, grime, dust, mud and dirt from surfaces and objects such as buildings, vehicles, and concrete road surfaces. This device consists of a motor which directly drives a water pump, a high pressure hose, and a trigger gun that does not exceed 4.5 gallons of water per minute (gpm).~~

~~*Hose bibb vacuum breaker* means a spring-loaded check valve that seals against an atmospheric outlet when the water supply is turned on. When the supply is turned off, the device vents to atmosphere, thus protecting backsiphonage conditions and preventing possible contamination of water supply.~~

~~*Hot water on-demand system* means a plumbing system that incorporates a device that provides hot water on demand, thus preventing water waste by a user while waiting for hot water to reach the faucet.~~

~~*Impervious surface* means patios, pathways, and other areas where firm footing is desired, constructed in such a way that does not allow water to penetrate the ground. Examples include, but are not limited to: slab patios, sidewalks and driveways, asphalt streets or pavers, stones, or flagstones set with mortar.~~

~~*Industrial water user* means a customer that uses large amounts of water in the manufacturing and processing of products.~~

~~*Irrigation system* means a system with fixed pipes and emitters or heads that apply water to landscape plants or turf grass including, but not limited to, in-ground and permanent systems.~~

~~*Irrigation system analysis* means a zone-by-zone analysis of an irrigation system.~~

Landscapable area means any area of ground that can support vegetative ground cover or other landscaping plants. Sidewalks and other impervious surfaces are not considered landscapable areas.

Landscaping means the improvement of a section of ground by contouring the land and planting any combination of living plants such as trees, shrubs, vines, groundcover or grass, and placing natural features such as rock, stone, bark chips or shavings.

Large water user means a customer that uses more than four thousand (4,000) gallons per day.

Makeup meter means a meter that measures the amount of water entering a cooling tower system.

Mulch means an organic or inorganic material, which is placed to prevent erosion, lower soil temperature, and maintain soil moisture.

Native plant means a commercially grown or legally harvested plant hardy to the natural conditions of the South Texas Plains (part of the Tamaulipan Biotic Province), which once established is capable of sustaining growth without supplemental watering.

Permeable paving means materials such as brick pavers set in sand or other permeable base.

Person means any individual, corporation (including a government corporation), organization, state, or federal governmental subdivision or agency, political subdivision of a state, interstate agency or body, business, trust, partnership, association, firm, company, joint stock company, joint venture, commission, or any other legal entity.

Pervious landscape means patios, pathways, and other areas where firm footing is desired, constructed in such a way that allows for water to penetrate the ground. Examples include flagstone set in sand and wood plank decks.

Plumbing fixture means a device that receives water, waste, or both and discharges the water, waste, or both into a drainage system.

Positive shut-off means a valve that is held in a closed position by system pressure until it is overridden by an outside source.

Residential customer means a single or multi-family dwelling unit containing two (2) or fewer family units.

Shrub means a woody plant, deciduous or evergreen, generally multi-stemmed with small branches near the ground and growing smaller than a tree.

Single-pass cooling system means a system that removes heat by transferring it to a supply of clean water and releasing it down the drain. This system is relatively inexpensive to install, but it is significantly more expensive to operate, resulting in high water and sewer bills. Examples of cooling equipment that may have single-pass cooling include: air conditioners, refrigerators, coolers, and ice machines.

Summer dormancy means the ability of turf grass to survive without water for a period of sixty (60) consecutive days during the months of May through September. Turf grass, with summer dormancy capabilities approved for use, is set forth in the approved low water plant list.

Swimming pool means any portable or permanent structure containing a body of water twenty-four (24) inches or more in depth and containing one thousand one hundred (1,100) gallons or more of water and is intended for recreational purposes.

Tenant means one (1) that pays rent to use or occupy land, a building, or other property owned by another person.

Turf or *turf grass* means a perennial groundcover plants and grasses adapted to regular mowing and traffic through management, which excludes St. Augustine grass.

Utilities director means the director of the utilities department of the City of Laredo.

Utility means the City of Laredo Utilities Department, which provides water and wastewater services to the residents of the City of Laredo in the State of Texas, County of Webb.

~~*Vehicle wash facility* means a permanently-located business that washes vehicles with water or water-based products including, but not limited to, self-service vehicle washes, full-service vehicle washes, roll-over/in-bay style vehicle washes, and fleet maintenance wash facilities.~~

~~*Vehicle washing* means the washing of any motor vehicle, motorcycle, truck, trailer, boat, airplane, or other mobile equipment.~~

~~*Vehicle wash fundraiser* means any special-purpose vehicle wash event for which a fee is charged or a donation is accepted.~~

~~*Wastewater* means water that has already been used, which includes substances such as: human waste, food scraps, oils, soaps, or chemicals. In homes, this includes water from sinks, showers, bathtubs, toilets, washing machines, and dishwashers; businesses, industries, and storm runoff also contribute to these waste products.~~

~~*Water closet* means a plumbing fixture that has a water-containing receptor that receives liquid and solid body waste and, on actuation, conveys the waste through an exposed integral trap seal into a drainage system.~~

~~*Water conservation plan* means a strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water.~~

~~*Water conservation planner* means the manager of the water conservation program in the City of Laredo. Duties include, but are not limited to, administering and enforcing the program, hearing and reviewing all variance petitions and water conservation plans, and preparing approved variances.~~

~~*Water harvesting* means the process of intercepting irrigation runoff or stormwater and storing it with the intention of putting it to beneficial use thereby reducing runoff and making maximum use of irrigation and rain water.~~

~~*Water flow restrictor or aerator* means an orifice or other device designed to reduce the rate at which water moves.~~

~~*Water waste* means any water, other than natural precipitation, that flows from a property to the public right-of-way or adjacent private property. Landscape irrigation is the most common cause of water waste, but it can also result from air conditioning systems, leaks, car washing, and other uses of water. Water waste results in the loss of a valuable natural resource.~~

~~*Xeriscape* means a type of landscaping that is drought resistant, conserves water and protects the environment. The word is a combination of "landscape" and the Greek word "xeros" meaning "dry." Xeriscape is a trademark of the Denver Water Department.~~

Sec. 31-198 - Reserved

~~Sec. 31-141.18.~~ *Sec. 31-199* - Specific and quantified water conservation goals.

In an effort to reduce long-term capital expenditures, the City of Laredo instituted a water conservation program in February 2006 to implement water conservation regulations citywide in accordance with the rules of the Texas Water Development Board and the Texas Commission on Environmental Quality. The City of Laredo will continue to implement additional activities and programs, as deemed necessary, in order to meet or exceed the specific and quantified water conservation goals listed below:

(1) *Maintain* ~~Reduce~~ unaccounted-for water *at ten* ~~to fifteen (15)~~ (10) percent ~~by the year 2014 and ten (10) percent by the~~ until year ~~2019~~ *2024 and reduce to less than ten (10) percent by 2029* through improved water use accounting system, leak detection, and leak repairs.

(2) *Maintain* ~~Reduce~~ the gallons per capita per day (gpcd) consumption ~~by twenty (20) percent from a four-year average of one hundred fifty (150) gpcd in the year 2014 to~~ at one hundred

thirty (130) gpcd. ~~by the year 2019 and in a ten-year average to one hundred ten (110) gpcd as indicated below:~~

~~• Year 2014 one hundred fifty (150) gpcd;~~

~~• Year 2015 one hundred forty-six (146) gpcd;~~

~~• Year 2016 one hundred forty-two (142) gpcd;~~

~~• Year 2017 one hundred thirty-eight (138) gpcd;~~

~~• Year 2018 one hundred thirty-four (134) gpcd;~~

~~• Year 2019 one hundred thirty (130) gpcd~~

~~• Year 2020 one hundred twenty-six (126) gpcd;~~

~~• Year 2021 one hundred twenty-two (122) gpcd;~~

~~• Year 2022 one hundred eighteen (118) gpcd;~~

~~• Year 2023 one hundred fourteen (114) gpcd;~~

~~• Year 2024 one hundred ten (110) gpcd.~~

~~(c)~~*(3)* Increase the beneficial reuse of effluent from the city's wastewater treatment facilities.

~~(d)~~*(4)* Continue to use increasing block rates for water and wastewater services to discourage excessive water usage.

~~(e)~~*(5)* Continue to implement the meter testing, repair, and replacement program, as well as leak detection efforts, in order to assist reducing the unaccounted-for water to five (5) percent.

~~(f)~~(6) Continue to meet or exceed all Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) requirements.

These goals are consistent with commonly accepted water industry standards as required by the 30 Texas Administrative Code § 288.2, entitled "Water Conservation Plans for Municipal Uses by Public Water Suppliers" and the Texas Water Development Board.

~~Sec. 31-141.19.~~ *Sec. 31-200* - Water conservation program.

The City of Laredo's water conservation program is designed to provide practices, techniques, and technologies that help reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, and increase the recycling and reuse of water for the ultimate purpose of making available a water supply for future or alternative uses. The program is comprised of a water conservation planner and water conservation inspectors, who are responsible to implement water conservation requirements and enforce all regulations established in the water conservation and drought contingency plans, also known as the water conservation and drought contingency ordinance.

~~Activities currently implemented by the water conservation program consist of elementary, middle school, and high school presentations and career day events, participation at local civic events, publications of department flyers, and other water-related documents. In addition, the water conservation program coordinates water and wastewater treatment plant tours, creates water conservation videos and slide shows that are aired on the public access channels, prepares press releases, advertisements and other public relations messages, and it also enforces the water conservation plan and the drought contingency plan through its water conservation staff.~~

~~The water conservation program not only handles public education and enforcement activities, it also manages the WaterSense High Efficiency Toilet Rebate Program, which is a consumer-oriented and incentive program. This program is designed to encourage water customers to replace old water-wasting toilets with new high-efficiency toilets (HETs) that carry the WaterSense label. For each toilet replaced (maximum two (2) per household—per year if more than two (2) toilets in home), the City of Laredo Utilities Department provides the water customer with a standard one-hundred dollar ($100.00) rebate, which is applied as a credit to the participant's water account. Each installation of toilet is verified by water conservation inspectors as a condition of the rebate approval, and the old water-wasting toilets are destroyed (tank only) by the participating customer. The old water-wasting toilets are reported to the solid waste department and are scheduled for collection at each participant's address to be transported to the City of Laredo Landfill. The WaterSense HET Rebate Program is available only for residential customers who have an active water account through the City of Laredo Utilities Department and are current on their water bill. This program is specifically for single-family dwellings, including manufactured homes, that were built in 1993 or prior. The goal of this toilet rebate program is to replace old water-wasting toilets, from 1993 and prior, with new WaterSense HETs that use 1.28 gallons per flush in an effort to reduce the gallons per capita per day consumption and the amount of sewer discharged into the sewer collection system in Laredo. It is also designed to help reduce water use in the homes and help preserve the nation's water resources, while saving the customers some money. This program began on March 12, 2012, as a pilot program during the 2012 EPA's Fix-A-Leak Week celebration and was incorporated as an ongoing program within the water conservation program. The life of the WaterSense HET Rebate Program will depend on the demand of the program and/or funding availability.~~

~~Sec. 31-141.20~~ *Sec. 31-201* - Accurate metering devices.

Raw water diverted from the Rio Grande is metered, as well as the treated water that is sent to the booster pumping stations for distribution throughout the City of Laredo. Each meter has an accuracy within the range of plus or minus ~~0.5~~ *5.0* percent. The meters must be calibrated at least annually by qualified personnel in order to maintain the required meter accuracy. Meters must be replaced or repaired, as deemed necessary.

~~Sec. 31-141.21.~~ *Sec. 31-202* - Universal metering.

Metering all water services is an effective way of improving and maintaining control of the water system operations and for providing the basis of an efficient and equitable cost recovery. Metering provides a database for system performance monitoring, for planning future facilities, and for assessing the effects of water conservation measures. Metering also improves accountability for both water deliveries and unaccounted-for water losses.

A standard universal metering system is used to monitor the quantity of water that is delivered to each residential and commercial customer. Water delivered to public facilities is not an exception. Each public facility has a water meter. Water that is used for public services such as street cleaning/sweeping, graffiti removal, or firefighting training will need to use a temporary fire hydrant meter when using water from a fire hydrant to account for the total amount of water that is utilized. The water meters are read by the utility's meter readers and recorded on the city's system once per month, with billings made monthly to residential and commercial customers.

Effective August 2013, the City of Laredo Utilities Department began replacing or retrofitting current water meters with automated meters in addition to installing advanced metering infrastructure in an effort to create efficiency, reliability, and use the latest technology. ~~The entire project will be done in five (5) phases. Phase I, which consists of approximately thirteen thousand (13,000) meters, began in August 2013. Utilities staff will test, repair, and replace automated meters during the life of the device, as deemed necessary.~~ *The meter replacement project was completed in 2016.*

~~Sec. 31-141.22.~~ *Sec. 31-203*- Unaccounted-for water use measures.

Unaccounted-for water, which includes authorized but unmetered uses of water such as firefighting and flushing of a waterline, is the difference between the treated water leaving the water treatment plants and the water delivered to the customers through a meter. There are several categories of unaccounted-for water, which include, but are not limited to:

(1) Loss of water due to inaccuracies in older meters;

(2) Loss of water due to water main breaks in the distribution system;

(3) Loss of water due to waterline leaks in the distribution system;

(4) Loss of water due to illegal connections and theft of water.

The City of Laredo Utilities Department ~~has implemented various measures to improve the accounting for unmetered water losses resulting from the flushing of water mains, firefighting, and main waterline breaks. Utilities department staff has received and will continue to receive training in how to properly open and close valves and fire hydrants, which is essential in the repairing or replacement of waterlines. In addition, the utility~~ will continue to use its sonic water leak detection equipment, as often as possible, when conducting periodic visual inspections along the distribution lines to detect water leaks.

Fire hydrant meters can only be installed, repaired, or replaced by utilities department staff. No person shall be allowed to open or close a fire hydrant or fire hydrant meter without having a training and certificate from the utilities department for having completed a mandatory training. The City of Laredo Fire Department is exempt from this mandatory training only during emergency firefighting operations and when conducting firefighting trainings at the fire training facility located at Pinto Valle. The fire department is not authorized to use water from any other fire hydrant throughout the City of Laredo for firefighting trainings or for washing of any units and/or fire protection equipment. Washing of any city units and/or fire protection equipment must be done at each corresponding fire station using water from the facility's water meter. Water from a fire hydrant shall not be used by any city department without a fire hydrant meter to maintain the streets of Laredo, such as: sweeping, removal of vectors, removal of graffiti, and other. Utilities staff are also prohibited from using water from a fire hydrant for any water-related operation without a fire hydrant meter installed. This mandatory training will be free of charge and must be requested in writing addressed to the City of Laredo Utilities Department Director.

The utilities department customer service division developed a process to detect and prevent illegal connections. (refer to illegal connections Ordinance No. ~~2001-O-128~~ *2018-O-026* and as amended). When an illegal connection is identified, staff take pictures, remove the illegal connection and confiscate the illegal device used as a connection, send correspondence to the property owner, document the file, and impose a hefty illegal connection fee. Water conservation inspectors also assist by issuing a citation for theft of water services and for having an illegal connection and also file a police report against the alleged violator. The Laredo Police Department then proceeds with an investigation, which may lead to prosecution.

In order to reduce the loss of water due to the inaccuracies of older meters, the utilities department implemented the use of an automatic meter reading (AMR) system in August 2013. ~~2013, which will be completed within five (5) years in a total of five (5) phases. Phase I consists of approximately thirteen thousand (13,000) meters.~~ *The new AMR system replacement was completed in 2016 and* ~~will~~ *has helped* ~~help~~ reduce the human-error factor in the reading of meters and ultimately decrease the rate of unaccounted-for water. In order to maintain an effective metering accountability, periodic meter testing will be necessary, especially when meters are found to perform outside of the accepted parameters for accuracy.

In order ~~to~~ *further assist in* ~~determine~~ *determining* the amount and source(s) of water loss, the City of Laredo Utilities Department *conducted a five-year comprehensive Water Audit and Meter Management Evaluation in 2016.* ~~will continue conducting a water audit yearly using the established format recommended by the Texas Water Development Board and the American Water Works Association.~~ *The audit indicated the city has seen an improvement in Non-revenue water (NRW) since the 2006 water audit. Cost effective measures for reducing water loss are recommended in the audit.*

~~Sec. 31-141.23.~~ *Sec. 31-204* - Public education and awareness program.

Public education and awareness is an essential component of the water conservation program. Various strategies are used to communicate the need for and benefits of water conservation and to provide useful consumer-oriented information about water conservation practices and technologies to utility customers. The water conservation program currently *implements* ~~disseminates such information through the following methods:~~

~~(1) Bilingual presentations to schools, associations, and other civic organizations;~~

~~(2) Participation in career day events at local elementary, middle, and high schools;~~

~~(3) Publications of department flyers and other water-related documents;~~

~~(4) Coordination of water and wastewater treatment plant tours;~~

~~(5) Creation of water conservation videos and slide shows airing on public access channels;~~

~~(6) Preparation of press releases, advertisements and other public relations messages;~~

~~(7) Enforcement of water conservation and drought contingency plans through water conservation inspectors;~~

~~In order to further expand public~~ *Public awareness and educational activities* ~~education and awareness within the community, the following additional activities will be implemented by the water conservation program:~~ *by conducting presentations, participating in events, preparing publications of water related flyers, advertisements, and other public relations messages.*

~~(1) Provide water conservation literature and a water conservation kit to new utility customers at the time they apply for new service and to utility customers who report high water use;~~

~~(2) Provide demonstrations and workshops regarding xeriscaping and efficient water management;~~

~~(3) Implement a school education program for teachers and students at the local public and private schools using water curricula successful in other similar Texas cities;~~

~~(4) Coordinate events that promote efficient water use and conservation such as: Fix-A-Leak Week, World Water Day, and Drinking Water Week;~~

~~(5) Create a water camp during the summertime to expose children of all ages to rain harvesting, xeriscaping, testing water samples, and learning water conservation tips;~~

~~(6) Update the department's website to include interactive activities for teachers and students; to post additional water conservation or water-related links; and to maintain current information about the utilities department and its services;~~

~~(7) Promote the use of WaterSense labeled products, whenever possible, to encourage water efficient products in homes as required in the WaterSense Promotional Partner Agreement executed with the United States Environmental Protection Agency in March 2009.~~

~~Sec. 31-141.24.~~ *Sec. 31-205.* - Water rate and sewer rate structure.

The City of Laredo has a water rate increase plan as specified in *Sec. 31-138 – Water Rates* ~~Ordinance No. 2006-O-052 and as amended.~~ This water rate increase plan is a strategy placed in effect to discourage excessive use of water.

In addition to an escalating water rate structure, the City of Laredo adopted a sewer rate increase plan as specified in *Sec. 31-92 Rates and Charges*. ~~Ordinance No. 2008-O-143 and as amended.~~ This escalating water rate structure is a strategy placed in effect to discourage excessive use of water. The more water that is used, the higher that the sewer rate will be.

~~Sec. 31-141.25.~~ *Sec. 31-206.* - Reservoir systems operation plan.

The City of Laredo does not own a reservoir; therefore, a reservoir systems operation plan is not applicable to the city. The City of Laredo, however, shares the waters of the Rio Grande River, which serves as a natural boundary along the borders of Laredo, Texas, and Nuevo Laredo, Tamaulipas. The Amistad and Falcon Reservoirs are naturally connected to the Rio Grande River; therefore, the City of Laredo has a drought contingency plan in effect to help optimize the available water supplies of the Rio Grande River. (Refer to drought contingency plan.)

~~Sec. 31-141.26.~~ *Sec. 31-207.* - Implementation and enforcement of the water conservation plan.

The City of Laredo Utilities Director has the primary responsibility for implementing and enforcing this water conservation plan through the water conservation program. All water conservation orders described on this plan shall be enforced by the utility's water conservation inspectors and other utility personnel designated by the utilities director, such as code enforcement inspectors, code-certified personnel from other city departments, police officers, and the municipal court, as appropriate.

Any employee of the City of Laredo Utilities Department designated by the utilities director and police department or code-certified employees from another city department may issue a warning or citation to a person that he or she reasonably believes to be in violation of this water conservation plan. The alleged violator shall receive two (2) written warnings before receiving the first citation. The two (2) written warnings may be for violation of any section, or combination of sections, found on this water conservation plan. The citation, which shall be issued on the third offense and thereafter, shall be prepared in triplicate form and must contain the name and address of the alleged violator, if known, the offense charged, and shall direct him or her to appear at the City of Laredo Municipal Court on the date shown on the citation, which date shall be not less than five (5) days or more than ten (10) days from the date that the citation was issued. The citation must be issued to the alleged violator, an agent, manager, or employee of the violator, or to a person of age eighteen (18) years or older who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall be served with a copy of the citation, and a copy must be submitted to the water conservation program for data entry and recordkeeping. Any pictures taken as proof of violation shall also be submitted to the water conservation program with a copy of the citation. The original document(s) must be delivered to the City of Laredo Municipal Court for stamping and processing. The alleged violator shall appear at the City of Laredo Municipal Court to enter a plea of guilty or not guilty for the violation of this water conservation plan. If the alleged violator fails to appear in court, a warrant for his or her arrest may be issued by the City of Laredo Municipal Court. A summons to appear in court may also be issued in lieu of an arrest warrant. Cases involving a violation of the water conservation plan shall be expedited and given preferential setting at the City of Laredo Municipal Court before all other cases.

~~Sec. 31-141.27.~~ *Sec. 31-208* - Penalties for violation of the water conservation plan.

After receiving two (2) written warnings for any section or combination of sections, a person who violates this water conservation plan shall be issued a citation and may be guilty of a class C misdemeanor. Upon citation and conviction, *any person violating this provisions shall be subject to punishment as provided in Sec. 31-132.* ~~the alleged violator shall be punished by a fine of five hundred dollars ($500.00) per violation per day. Each violation of a particular section of this division shall constitute a separate offense, and each day that an offense continues shall be considered a new violation for purposes of enforcing this plan. All payments shall be made payable to the City of Laredo Municipal Court, as set forth in the City Code of Ordinances and approved and adopted by the city council, and the court shall transfer a total of fifty (50) percent of each fine to a "water conservation fund" in the city's annual budget. Funds from the "water conservation fund" shall be used for programs related to water conservation, which include, but are not limited to, educational programs, free giveaway programs, and other water conservation programs for the community.~~

~~After receiving two (2) written warnings, the third offense and thereafter will incur a one-time water waste fee per citation issued, as listed below. The fee will be added to the regular monthly payment of the account responsible for paying the water services delivered to the meter at the property in violation. Repeated violations will result in higher water waste fees, as indicated below:~~

~~(1) First citation: Five dollars ($5.00) water waste fee.~~

~~(2) Second citation: Ten dollars ($10.00) water waste fee.~~

~~(3) Third citation: Twenty dollars ($20.00) water waste fee.~~

~~(4) Fourth citation: Forty dollars ($40.00) water waste fee.~~

~~(5) Fifth citation: Eighty dollars ($80.00) water waste fee.~~

~~(6) Sixth citation: Three hundred twenty ($320.00) with each additional fine increasing in increments of one hundred sixty dollars ($160.00).~~

Note: A previous violation shall not be considered if a period of one (1) year has elapsed since the violation was first incurred or the property is acquired by a new owner or tenant.

In the event that a citation is issued erroneously and submitted to the Laredo Municipal Court, the citation shall be voided by the person issuing the citation only with a written approval from the utilities director.

~~Utility customers who receive a citation for violation of any provision described in the water conservation plan will have the choice to pay the water waste fee or file for a hearing. Unless the utility customer requests a hearing at the City of Laredo Municipal Court, the water waste fee will be included in the next water bill. To pay the fee, the utility customer simply needs to pay the amount due on the water bill. If the utility customer has questions regarding the water waste violation or would like to arrange to view picture evidence, the utility customer will need to call the water conservation program staff or other City of Laredo enforcement staff who issued the citation.~~

~~The utility's customer service division shall be responsible for billing and collecting the water waste fee, as set forth in the City Code of Ordinances and approved and adopted by the city council. All water waste fees shall be collected one hundred (100) percent by the customer service division and shall be transferred to a "water conservation fund" in the city's annual budget. Funds from the "water conservation fund" shall be used for programs related to water conservation, which include, but are not limited to, educational programs, free giveaway programs, and other water conservation incentive programs for the community.~~

~~Sec. 31-141.28.~~ *Sec. 31-209* - Coordination with regional water planning groups.

The service area of the City of Laredo is located within the Rio Grande Regional Planning Group, known as the Rio Grande Region (M). The City of Laredo had previously provided a copy of the existing Water Conservation and Drought Contingency Ordinance to this group as an effort to maintain a close coordination with the Rio Grande Region (M). Copies of any amendment to this ordinance(s) will continue to be provided to the Rio Grande Region (M) in order to maintain a close communication with them in regards to water conservation efforts implemented in the City of Laredo community or drought emergency triggers affecting the Rio Grande River along the Laredo border.

Sec. 31-210 – Plan Review and Update

The City of Laredo Utilities Department shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The City of Laredo Utilities Department shall review and update the next revision of its water conservation plan not later than May 1, 2024, and every five years after that date to coincide with the regional water planning group. The revised plan must also include an implementation report.

~~Sec. 31-141.29.~~ *Sec. 31-211* - Leak detection, repair, and water loss accounting.

Meter readers, water conservation inspectors, distribution crews, and other utility staff assist with detecting leaks caused by irrigation systems, meters, backflow devices, fire hydrants, waterlines, fire protection lines, and wastewater lines. When leaks are identified, the utility's emergency call center is notified to dispatch a serviceman from the responsible division to the location of the leak. The responsible

division will do the necessary repairs to eliminate the leak or replace the faulty meter, fire hydrant, water line, or wastewater line, if necessary. If a meter, an irrigation system, or backflow device is found to be leaking on the private side, the property owner will be notified and issued a written warning for failure to repair a controllable leak. Failure to repair the private leak, after the second warning, will constitute a citation and incur the penalties established in this plan.

The utilities department ~~plans uses~~ *plan uses* a sonic water leak detection device to locate water leaks. The utilities department plans to implement a long-term water main replacement and upgrade program in an effort to reduce the number of waterline leaks and breaks. Based on a fifty-year life cycle, water lines will be replaced per year.

Water loss accounting to control water loss from water waste and unaccounted-for water are part of the utilities department's routine operations. The standard universal metering system, used by the utilities department, helps reduce the amount of unaccounted-for water. Meter readers, water conservation inspectors, and other utilities department staff assist by identifying and reporting any signs of illegal connections so that they are addressed as promptly as possible by the responsible division. Those who are found to be illegally connected to the city's water system face disconnection of water service, penalties, and convictions, as deemed necessary. Waterline leaks or breaks are reported to the utilities department by the public, 3-1-1 staff, or other city personnel, and they are documented on NaviLine, a computerized system that helps document and track the status of any work order issued to the utilities department. Then distribution division crews respond quickly to repair or replace the waterlines and provide the proper information to complete the computerized reports. These strategies provide the ability to generate a more accurate estimate of the actual water losses and also help evaluate costs and benefits associated with leak detection, repair, and/or replacement of main waterlines.

~~Sec. 31-141.30.~~ *Sec. 31-212* - Record management system.

~~The utility's~~ *The utility owns and operated two water treatment plants*. ~~Jefferson Water Treatment Plant staff produces~~ *Staff maintain* daily reports, which document the total plant flows and daily average water demands measured in million gallons of water per day.

Water sales are reported by the utility's customer service division on a daily basis as new water customers pay for the connection of a new regular or irrigation meter. A customer information system is used to control the water delivered to each customer on a monthly basis according to the meter reading dates. The customer service division is responsible for maintaining the customer billing accounts current. In addition, the customer service division processes applications for temporary fire hydrant meters and installs temporary meters for contractors who need to use water from a fire hydrant for construction purposes. The temporary meter registers the amount of water released through the fire hydrant, and the water used is then paid for by the contractor. The utilities department customer service division recently underwent a new billing system by changing the format from postcard to full page. The new format includes the consumption used by the customer in addition to a bar graph that demonstrates a one-year history of water usage displayed on a monthly total. Plus, the new format allows for important text messages to be included on the full page document to ensure that all customers receive the important message intended.

Water sales are also reported by the utility's engineering division as it bills contractors or developers for the total amount of water used to flush the water lines, conduct pressure tests, and conduct bacteriological tests for their development.

This record management system used by the utility records the water pumped, water delivered, water sales, and water losses for all water customers at all times.

~~Sec. 31-141.31. - Wholesale water supply contract requirements.~~

~~The City of Laredo is not a wholesale water supplier; therefore, there are no wholesale water supply contracts. This section does not apply to the City of Laredo.~~

~~Sec. 31-141.32.~~ *Sec. 31-213* - Conservation-oriented water rates and water rate structures.

The utility instituted an increasing water block rate schedule in April 2006, for a period of thirty-one (31) years, as approved by city council, categorizing a water rate structure for each of the following block tiers: residential, multi-family, residential irrigation, commercial, commercial irrigation, and commercial hydrant. As the water consumption increases, the water rate also increases, thereby, discouraging the use of excessive water use serving as an indirect conservation-oriented water rate structure. *The water rate increased plan is as specified in Sec. 31-138 Water Rates. The sewer rate increase plan is as specifies in Sec 31-92 Rates and Charges.*

~~Sec. 31-141.33.~~ *Sec. 31-214* - Water-conserving plumbing fixtures.

Under the Texas Health and Safety Code, Section 372.002, "Water Saving Performance Standards," water-conserving plumbing fixtures are required by all local municipalities in the State of Texas for new structures and existing structures undergoing substantial modification or addition.

Water conserving fixtures are required by the City of Laredo as per the 2012 edition of the International Plumbing Code as adopted and reference in Section 25-3.

~~On January 1, 1992, Texas Legislature created the Water-Saving Plumbing Fixture Program to promote water conservation. Manufacturers of plumbing fixtures sold, offered for sale, distributed, or imported to Texas need to comply with the Environmental Performance Standards for Plumbing Fixtures.~~

~~The water-saving performance standards for a plumbing fixture are the following standards:~~

~~(1) For a sink or lavatory faucet or a faucet aerator, the maximum flow may not exceed 2.2 gallons of water per minute at a pressure of sixty (60) pounds per square inch;~~

~~(2) For a shower head, the maximum flow may not exceed 2.5 gallons of water per minute at a constant pressure over eighty (80) pounds per square inch;~~

~~(3) For a urinal and the associated flush valve, if any, sold, offered for sale, or distributed in this state before January 1, 2014, the maximum flow may not exceed an average of one (1) gallon of water per flush; the urinal and the associated flush valve, if any, must meet the performance, testing, and labeling requirements prescribed by the American Society of Mechanical Engineers Standard A112.19.2-2008 and Canadian Standards Association Standard B45.1-2008 "Vitreous China Plumbing Fixtures and Hydraulic Requirements for Water Closets and Urinals";~~

~~(4) For a urinal and the associated flush valve, if any, sold, offered for sale, or distributed in this state on or after January 1, 2014, the maximum flow may not exceed an average of 0.5 gallons of water per flush; the urinal and the associated flush valve, if any must meet the performance, testing, and labeling requirements prescribed by the American Society of Mechanical Engineers Standard A112.19.2-2008 and Canadian Standards Association Standard B45.1-2008 "Vitreous China Plumbing Fixtures and Hydraulic Requirements for Water Closets and Urinals" or the American Society of Mechanical Engineers Standard A112.19.19-2006 "Vitreous China Nonwater Urinals";~~

~~(5) For a toilet, sold, offered for sale, or distributed in this state before January 1, 2014, the maximum flow may not exceed an average of 1.6 gallons of water per flush; the toilet must meet the performance, testing, and labeling requirements prescribed by the American Society of Mechanical Engineers Standard A112.19.2-2008 and Canadian Standards Association Standard B45.1-2008 "Vitreous China Plumbing Fixtures and Hydraulic Requirements for Water Closets and Urinals" and the American Society of Mechanical Engineers Standard A112.19.14-2006 "Six-Liter Water Closets Equipped With a Dual Flushing Device";~~

~~(6) For a toilet, sold, offered for sale, or distributed in this state on or after January 1, 2014, the toilet must be a dual-flush water closet that meets the average flush volume of two (2) reduced flushes and one (1) full flush not to exceed 1.28 gallons; the toilet must meet the performance, testing, and labeling requirements prescribed by the American Society of Mechanical Engineers Standard A112.19.2-2008 and Canadian Standards Association Standard B45.1-2008 "Vitreous China Plumbing Fixtures and Hydraulic Requirements for Water Closets and Urinals" and the~~

American Society of Mechanical Engineers Standard A112.19.14-2006 "Six-Liter Water Closets Equipped With a Dual Flushing Device"; or the toilet must be a single-flush water closet where the average flush volume may not exceed 1.28 gallons and the toilet must meet the performance, testing, and labeling requirements prescribed by the American Society of Mechanical Engineers Standard A112.19.2-2008 and Canadian Standards Association Standard B45.1-2008 "Vitreous China Plumbing Fixtures and Hydraulic Requirements for Water Closets and Urinals";

(7) For a drinking water fountain, it must be self-closing.

In accordance with the amended subsections (2), (3), and (6) and added subsections (7) and (8) from the Section 372.002 of the Texas Health and Safety Code, the Texas Commission on Environmental Quality shall make and maintain a current list of the plumbing fixtures that are certified to the commission by the manufacturer to meet the water saving performance standards. To have a plumbing fixture on the list, a manufacturer must supply to the commission, in the form prescribed the by commission the identification and the performance specifications of the plumbing fixture and certified test results from a laboratory accredited by the American National Standards Institute verifying that the plumbing fixture meets the water-saving performance standards. This section does not apply to:

(1) A plumbing fixture that has been ordered by or is in the inventory of a building contractor or wholesaler or retailer of plumbing fixtures on January 1, 1992;

(2) A safety shower or aspirator faucet, that because of the fixture's specialized function, cannot meet the standards provided;

(3) A fixture originally installed before January 1, 1992, that is removed and reinstalled in the same building on or after that date;

(4) A fixture imported only for use at the importer's domicile;

(5) A nonwater-supplied urinal;

(6) A plumbing fixture that has been certified by the Untied States Environmental Protection Agency under the WaterSense Program.

The water-saving performance standards for a urinal and the associated flush valve, if any, sold, offered for sale, or distributed in this state on or after January 1, 2014, are the standards prescribed in the prior section if the urinal was designed for heavy-duty commercial applications.

The water-saving performance standards for a toilet sold, offered for sale, or distributed in this state on or after January 1, 2014, are the standards prescribed in the prior section if the toilet is a water closet that has a design not typically found in a residential application or that is designed for a specialized application, including a water closet that will:

(1) Is mounted on the wall and discharges to the drainage system through the floor;

(2) Is located in a correctional facility, as defined by Section 1.07 of the Penal Code;

(3) Is used in a bariatric application;

(4) Is used by children at a daycare facility; or

(5) Consists of a nontank-type commercial bowl connected to the plumbing system through a pressurized flushing device.

In addition to these mandatory water efficiency standards, the City of Laredo recommends the following water conservation measures:

(1) Hot water pipes to be insulated when the hot water lines are not in or under a concrete slab;

(2) Swimming pools, previously constructed, to have a recirculation and filtration system;

(3) Automatic dishwashers to use less than six (6) gallons of water per cycle for residential dwellings;

~~(4) Automatic clothes washers to use less than fourteen (14) gallons of water per cycle for residential dwellings.~~

~~The use of water-efficient plumbing fixtures in new construction and rehabilitation of structures will significantly reduce the per capita water use and wastewater flows. Such savings will enhance the market economy as new developments will be conserving water and older inefficient structures will be rehabilitated replacing plumbing fixtures with those that are water efficient. In addition, water savings associated with high-efficiency plumbing fixtures are relatively predictable as the savings are not dependent on conscious effort by the consumer to modify water use behaviors.~~

~~New water-conserving plumbing fixtures that replace or retrofit the existing plumbing fixtures must follow the residential and commercial construction requirements as described in the International Plumbing Code, as adopted by the City of Laredo, which includes high-efficiency plumbing fixtures. Water efficiency standards adopted by state and federal government supersede and replace any local standards.~~

~~Sec. 31-141.34.~~ *Sec. 31-215-* Reuse and recycling of wastewater.

Wastewater is water that has already been used, such as water from sinks, showers, bathtubs, toilets, washing machines, and dishwashers. ~~Wastewater includes waste products, such as: human waste, food scraps, oils, soaps, and other chemicals.~~ Many businesses, industries, and even storm runoff contributes to these waste products. However, most of this wastewater can be reused and recycled as a way to conserve water.

(1) *Wastewater reuse program:* The City of Laredo Utilities Department has a wastewater reuse program, in which effluent is used at the wastewater treatment plant for many beneficial purposes. ~~instead of using potable water.~~ Effluent, which is treated wastewater that meets the requirements of the Texas Commission on Environmental Quality and is suitable for a beneficial use, is used by the utility for washdowns, dust control, cleaning of equipment, tank washing, and for site irrigation~~. In addition, effluent from the North Laredo Wastewater Treatment Plant is used to irrigate~~ *including* the Laredo Country Club Golf Course and the Casa Blanca State Park Golf Course. ~~In the future, it is anticipated that other large areas, such as the Laredo Community College South Campus will be using effluent for irrigation purposes.~~ Other assessments shall be made to determine the feasibility of reusing effluent to irrigate city parks and athletic fields.

(2) *Vehicle wash facilities* ~~*water recycling systems:*~~ Water recycling systems shall be installed at any type of vehicle wash facility that is new or that is undergoing renovations. From and after the effective date of this division, *vehicle wash facilities shall reuse at least fifty (50) percent of water from previous rinses or use less than fifty (50) gallons of water per vehicle being washed.* ~~any new commercial carwash and truck wash facility, new service center, or established facilities undergoing renovations of washing equipment, shall reuse and recycle water. A permit must be obtained from~~ *Documentation shall be submitted* to the City of Laredo Utilities Department certifying ~~that the facility will use at least fifty (50) percent of water from previous rinses or use less than fifty (50) gallons of water per vehicle being washed.~~ *the water recycling system meets the requirement.*

(3) *Bleeder lines from evaporative systems:* New and replacement bleeder lines from evaporative systems shall not be larger than one-eighth (1/8) inch diameter inside. Lines shall be directed to discharge the effluent outdoors to irrigate landscaping or other vegetation, if possible, except where this would be impractical or unfeasible as determined by the utilities director.

(4) *Single-pass cooling or heating systems:* The use of water for nonresidential single-pass cooling or heating systems is strictly prohibited, unless the water is reused and recycled for other purposes such as irrigating landscaping or other vegetation. These efforts will help wastewater to be recycled and reused throughout the city.

~~Sec. 31-141.35.~~ *Sec. 31-216* - Pressure control and reduction.

Pressure is the force that determines how much water can pass through a faucet, valve, pipe, or hole at any given time. Pressure reduction valves are used to adjust the pressure. If a faucet can have a flow rate ranging from 3.0 to 5.6 gallons per minute at one hundred fifty (150) pounds per square inch (psi), it is evident that pressure control and reduction is of utmost importance. Reducing the pressure causes less water to flow through the opened valve or faucet in a given time. Pressure reduction also saves water by reducing the mechanical stress placed on plumbing fixtures and appliances, and more importantly by reducing the stress placed on the distribution system, which usually leads to waterline breaks. Pressure reduction valves shall be installed where the system pressures exceed eighty (80) psi.

~~Sec. 31-141.36.~~ *Sec. 31-217.* - Landscape requirements.

From and after the effective date of this division, all new construction will be recommended to ~~use xeriscape. Attached is exhibit A,~~ *offer a Xeriscape option. An* "approved low water plant list for Laredo" which lists all plants, shrubs, vines, groundcovers, perennials, ornamental grasses, trees, and turf grasses suitable for Laredo and is available through the water conservation program as *Exhibit A on the City of Laredo Utilities Department website.*

~~In addition to using xeriscape and the approved low water plant list for Laredo, the following requirements must be met:~~

~~(1) *Requirements for homebuilders and developers:* Those subdividing lots and/or constructing new single-family residential homes, apartment buildings, commercial buildings, churches, cemeteries, or industrial parks shall recommend xeriscape options to prospective buyers.~~

~~(2) *Requirements for general contractors:* Those constructing new public facilities shall recommend xeriscape options.~~

~~(3) *Requirements for turf grass use:* New residential sites and new businesses that incorporate turf grass in their landscaping shall only use approved grasses with summer dormancy capabilities as listed on the low water plant list for Laredo. New residential sites shall use turf grass in the total landscaped area. New commercial, governmental, or public sites shall not exceed thirty (30) percent turf grass of the total landscaped area. Turf grasses are prohibited in parkways, narrow strips of land, medians, sloped areas (except for erosion control), and in entrances within new residential or commercial sites, applicable to construction begun after effective date of this division.~~

~~(4) *Requirements for new public facilities:* It is recommended that all new public schools, municipal, county, state and federal government buildings, and public libraries be designed with xeriscape.~~

~~(5)~~ *Recommendation for existing public facilities:* It is strongly recommended that all landscaping on existing public schools, municipal, county, state, and federal buildings, including public libraries and public parks, be converted to xeriscape within ten (10) years from the effective date of this division.

~~Sec. 31-141.37.~~ *Sec. 31-218.* - Landscape and outdoor water management.

Under this division, customers will be allowed to use water outdoors any day at any time, unless a more stringent drought triggering stage from the drought contingency ordinance is declared.

The following are outdoor water management requirements:

(a) Hand-watering using a handheld hose with a positive shut-off nozzle shall be permitted any day at any time. Leaving a water hose unattended is strictly prohibited.

(b) Vehicle washing shall be permitted on Saturdays and Sundays any time during the day using a bucket and handheld hose with a positive shut-off nozzle. Using a leaking faucet or a leaking water hose is strictly prohibited.

(c) Every outdoor faucet in residential, commercial, or public facility shall have a hose bibb vacuum breaker installed in order to prevent water contamination to the facility and the city's water system. Effective January 2014, all hose bibb vacuum breakers shall be lead free.

(d) Washing sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas shall only be permitted if a high pressure washer not to exceed 4.5 gallons per minute is used. Washing a street is strictly prohibited, unless it is done by a city department to eliminate a public hazard.

The provisions of the water conservation plan shall not be interpreted as part of or in lieu of the city's drought contingency plan. During a more stringent drought triggering stage, the outdoor water use conditions from the drought contingency plan shall supersede this division. (Refer to drought contingency ordinance.)

Sec. 31-219 - Reserved

~~Sec. 31-141.38. - Water waste management.~~

~~Water runoff from a private property into a city property, such as streets, ditches, or storm drains, is contrary to public health and public safety and therefore is declared a nuisance. From and after the effective date of this division, it is unlawful for any person to waste water. Water waste is water flowing from a property to the public right-of-way or adjacent private property, and it is strictly prohibited as a condition of receiving water services from the City of Laredo Utilities Department.~~

~~The only water conservation requirement for all water utility customers is to eliminate water waste since water waste results in the loss of a valuable natural resource, degrades streets and city improvements, and creates public safety hazards.~~

~~The following uses of water are defined as water waste and are absolutely prohibited:~~

~~(1) Using a water hose to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas (unless a high pressure washer of 4.5 gallons per minute or less is used);~~

~~(2) Using a water hose to wash down buildings or structures for purposes other than immediate fire protection (unless a high pressure washer of 4.5 gallons per minute or less is used);~~

~~(3) Allowing water to spray or run off in any street, gutter, ditch, or drain including the street or adjacent property; and~~

~~(4) Failing to repair a controllable leak(s) within a reasonable period after having been given a written warning directing the repair of such leak(s). Leak(s) may be from a faucet, hose, sprinkler, backflow preventer, or meter.~~

~~Each of these violations shall constitute a separate offense, and each day that an offense continues shall also be considered a new violation for purposes of enforcing this division. In addition, after receiving two (2) written warnings, the third offense and thereafter will incur a water waste fee to discourage wasting water, as described under the penalties section~~.

~~Sec. 31-141.39~~ *Sec. 31-220*. - Other water management strategies.

(a) *Vehicle wash fundraisers:* Vehicle washing for fundraising purposes by schools, non-profit organizations, or charity organizations shall require a one-day permit from the City of Laredo Utilities Department. An application for a one-day permit must be obtained from the water conservation program. A complete application shall be submitted to the water conservation program at least five (5) days before the day of the event. A fee of ten dollars ($10.00) shall be charged for each permit, and funds are to be deposited into a "~~water conservation~~ *Utilities Department* fund" in the city's annual budget. Funds from the "~~water conservation~~ *Utilities Department* fund" shall be used for programs related to water conservation, which include, but are not limited to, educational programs, free giveaway programs, and other water conservation programs for the community. Payments shall be made by check or money order and made payable to the City of Laredo Utilities Department. Upon receiving payment of ten dollars ($10.00) for each car washing fundraising activity, the water conservation program will issue a one-day permit (not to exceed five (5) hours), approved by the utilities director, with instructions on water conservation strategies, and one (1) hose bibb vacuum breaker to be placed on the outdoor faucet at the location of the event to help protect the city's water

system from any possible contamination. The school or non-profit organization shall be responsible to purchase additional hose bibb vacuum breakers from any local hardware store when using more than one (1) outdoor faucet at the same location.

(b) *Mobile vehicle washing:* Mobile vehicle washing, which provides on-site services, will not be permitted, unless an eco-friendly vehicle washing system is used that features a super fine mist of 1.6 gallons of water per minute or less. Only dry mobile-washing, which is a waterless way of washing a vehicle, shall be permitted any day at any time.

~~(c) *Large water users:* The customer of any residential, commercial, or irrigation meter, including that of athletic fields, golf courses, subdivision areas, and parks, that register more than four thousand (4,000) gallons of water per day shall prepare a water conservation plan and submit it to the water conservation program. The plan must demonstrate that reasonable diligence will be used to avoid waste and achieve water conservation. The water conservation plan shall include techniques and technologies that will reduce water consumption, reduce the loss of water, and improve the efficiency of water utilization, or increase the recycling and reuse of water. A revised plan shall be submitted every two (2) years.~~

~~(d) *Dining facilities and cafeterias:* Commercial dining facilities, school cafeterias, and hospital cafeterias shall provide a water conservation plan that shows a ten (10) percent improvement of monthly water usage or:~~

~~(1) Serve water only upon request by customer.~~

~~(2) Utilize positive shut-off nozzles or valves on dish-rinsing wands for dishwashing.~~

~~(3) Utilize water flow restrictors for all garbage disposals.~~

~~(4) Utilize water efficient dishwashing machines or steam washers.~~

~~(5) Install hot water on-demand systems.~~

~~(e) *Hotels and lodging facilities:* Hotels and other lodging facilities shall provide a water conservation plan that shows a ten (10) percent improvement of water usage or:~~

~~(1) Offer patrons the option of reusing towels, bed linens, and pillowcases while lodging.~~

~~(2) Install hot water on-demand systems.~~

~~(3) Utilize water efficient laundry machines, dishwashing machines, or steam washers.~~

~~(4) Utilize positive shut-off nozzles or valves on dish-rinsing wands for dish washing.~~

~~(5) Utilize water flow restrictors for all garbage disposals.~~

~~(f) *Laundry facilities:* All new commercial laundry facilities shall install water efficient laundry machines or steam washers. Established facilities undergoing renovations or replacing equipment shall install water-efficient laundry machines or steam washers.~~

~~(g) *Automatic control valves:* All buildings having five (5) or more toilets and/or urinals shall have automatic control valves to prevent a sudden massive drop in water pressure, resulting in a continuous flow of water into the units when multiple units are flushed at the same time.~~

~~(h) *Water deionization or reverse osmosis systems:* New residential, commercial, and industrial water deionization systems or reverse osmosis systems shall meet the current industry standards and shall be installed by a licensed plumber to prevent back flow into the potable water supply.~~

~~(i) *Bleeder lines from evaporative systems:* New and replacement lines shall not be larger than one-eighth (1/8) inch diameter inside. Lines shall be directed to discharge the effluent outdoors to irrigate landscaping or other vegetation, if possible, except where this would be impractical or unfeasible as determined by the utilities director.~~

~~(j) *Single-pass cooling or heating systems:* The use of water for non-residential single-pass cooling or heating systems is strictly prohibited, unless the water is reused and recycled for other purposes~~

~~such as irrigating landscaping or other vegetation. Newly installed ice machines shall not be single-pass cooled.~~

~~(k) *Cooling towers:* Newly constructed cooling towers shall be operated with conductivity controllers and makeup and blowdown meters. This type of connection shall not qualify as an irrigation meter. Cooling towers shall operate a minimum of three (3) cycles of concentration.~~

~~(l) *New swimming pools, splash parks, and all other water parks:* All shall be equipped with filtration, pumping, and recirculation systems.~~

~~Sec. 31-141.40.~~ *Sec. 31-221.* - Performance measurement tools.

In an effort to monitor the effectiveness and efficiency of the existing water conservation and drought contingency ordinance, a water conservation database is used to document the number of watering violations throughout the city. The database can generate reports by type of violation, address of violation, date of violation, and by inspector name. The alleged violators receive water conservation pamphlets that help educate the customer and prevent the violation from reoccurring.

The utility's ~~Jefferson Water Treatment Plant~~ *water treatment plants* also ~~generates~~ *generate* reports that show the water consumption on a daily, weekly, or monthly basis, which help make comparisons as needed. This report is a type of performance measurement tool that helps monitor the raw water intake and water treated at the water treatment plants and the delivery of potable water to the distribution system.

Additional performance measures will be implemented to monitor the effectiveness and efficiency of this division, as deemed necessary.

~~Sec. 31-141.41.~~ *Sec. 31-222.* - Citizen participation.

All citizens are encouraged to participate in water conservation and to report any violation of this division to the City of Laredo Utilities Department—Main Office at (956) 721-2000, the Water Conservation Program at (956) 721-2020, or the 311 Call Center at 3-1-1.

~~Sec. 31-141.42.~~ *Sec. 31-223.* - Exempted parties.

Owners of water wells, owners of water rights, and effluent users are exempt from the provisions of this division, except that they are prohibited from allowing water to spray or run off in any street, gutter, ditch, or drain, or to any adjacent property.

Customers using effluent for irrigation or other purposes shall have an approved written agreement from the City of Laredo Utilities Department.

~~Sec. 31-141.43.~~ *Sec. 31- 224.*- Variances.

The utilities director has the authority to approve a variance for irrigation of new landscaping and irrigation of athletic fields, on a case-by-case [basis].

~~Secs. 31-141.44—31-141.80. - Reserved.~~

Secs. 31-225 – Sec. 31-235. – Reserved.

~~Sec. 31-141.81.~~ *Sec. 31-236.* - Drought contingency plan for city utilities.

(a) *Declaration of purpose and objective.* The purpose of the city's drought contingency plan is to establish procedures for identifying and responding to a water supply emergency. The overall objective is to minimize any risks to public health and safety, preserve essential public services, and minimize any adverse impacts of a water supply emergency on the residents and economic well-being of the city. Every five (5) years, unless it is necessary earlier, this drought contingency plan will be reviewed and updated to ensure that the City of Laredo

Utilities Department maintains the necessary established procedures for identifying and responding to any water supply emergency.

(b) *Public involvement.* ~~Opportunity for the public to provide input into the preparation of the drought contingency plan was provided by the city by means of a public hearing and introduction of an ordinance held at the regular city council meeting on September 8, 2009. Another opportunity for public involvement was provided on September 15, 2009 at a special city council meeting workshop where city council held a second public hearing and approved the proposed introduction of the ordinance. On September 21, 2009, the water conservation and drought contingency plans were approved and adopted as an ordinance. In order~~ *The City of Laredo will periodically provide the public with information about the plan, including information about the conditions under which each stage of the plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of public events, press releases, bill inserts and news. In addition, the City Utilities Advisory Commission, made up from persons appointed by the mayor and council members, was created and discusses, as needed ways* to improve the implementation of the existing plan and to provide improved ways of reducing water consumption *levels.* ~~levels,~~ *A quarterly report from the commissions meetings will be made available to the public.* ~~a water conservation committee was created and made up from persons appointed by the mayor and council members under the citizens' environmental advisory committee. The water conservation committee, which was later named the blue ribbon committee, met many times to discuss and develop the proposed amendment of the water conservation plan and drought contingency plans. From October 2007, the blue ribbon committee held several meetings with local civic leaders to obtain feedback and produce an amendment suitable for all parties. Meetings were held with staff from local builders, hotels, motels, restaurants, educational institutions, nurseries, gardening centers, hardware stores, and other city departments. In addition, the changes made to this division in 2009 were reviewed by the parks and leisure board members to ensure that the list of approved plants was also considered in the tree ordinance, which was in place at the time.~~ At this time, any additional amendments made to the drought contingency plan may include similar strategies in an effort to promote more public involvement and feedback.

(c) *Public education.* The city public utilities director or designee will maintain in a current condition, information about the city's water supplies, including water levels of the Amistad Reservoir, and shall provide this information to the mayor and city council, as appropriate. When the capacity of the Amistad Reservoir, emergency conditions exist, or the water treatment demand reach trigger levels, as specified in the stages of the drought contingency plan, the full range of information, goals, demand reduction measures, and penalties for each respective stage, as stated in the plan, will be communicated to the city's water customers. At that time, the drought contingency plan's mandatory stages will be declared depending on the severity of the conditions. The means of communication will be by public announcements in newspapers, radio, television and printed bulletins which will be posted at Laredo City Hall and, when warranted, will be either mailed or hand delivered to water customers. In addition, a message about the activation of the drought contingency plan will be included on the water bills, City of Laredo website, and staff from the utilities emergency call center and the 3-1-1 program will be provided detailed information to notify callers and improve customer service. Interviews, including a press conference, with all media sources will be made available by the City of Laredo Utilities Department in both languages, English and Spanish.

(d) *Coordination with regional water planning groups.* The service area of the City of Laredo is located within the Rio Grande Regional Planning Group, known as the Rio Grande Region (M). The City of Laredo had previously provided a copy of the existing water conservation and drought contingency ordinance to this group as an effort to maintain a close coordination with the Rio Grande Region (M). Copies of any amendment to this division will continue to be provided to the Rio Grande Region (M) Group in order to maintain a close communication with them in regards to water conservation efforts implemented for the City of Laredo community or drought emergency triggers affecting the Rio Grande River along the Laredo border.

(e) *Authorization.* The mayor or the city manager is authorized to implement each stage of the drought contingency plan as the respective trigger levels are reached. The order to implement or terminate each respective stage shall be made by public announcement and shall be published at least one (1) time in a newspaper of general circulation in the city.

(f) *Application.* The provisions of this plan shall apply to all persons, customers, and property utilizing water provided by the city. The terms "person" and "customer" as used in the plan includes individuals, corporations, partnerships, associations, and all other legal entities.

(g) *Definitions.* *Refer to Sec. 31-16 for Drought Contingency Plan Definitions.* ~~For the purpose of this plan, the following definitions shall apply:~~

~~*Commercial and institutional water use:* Water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.~~

~~*Conservation:* Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.~~

~~*Customer:* Any person, company, or organization using water supplied by the city. It includes individuals, corporations, partnerships, associations, and all other legal entities.~~

~~*Domestic water use:* Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.~~

~~*Even-numbered address:* Street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.~~

~~*Industrial water use:* The use of water for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.~~

~~*Non-essential water use:* Water uses that are not essential or required for the protection of public, health, safety, and welfare, including:~~

~~(1) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this plan;~~

~~(2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;~~

~~(3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas:~~

~~(4) Use of water to wash down buildings or structures for purposes other than immediate fire protection;~~

~~(5) Flushing gutters or permitting water to run or accumulate in any gutter or street;~~

~~(6) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;~~

~~(7) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;~~

~~(8) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and~~

~~(9) Use of water from hydrants for construction purposes or any other purposes other than firefighting.~~

~~*Odd-numbered address:* Street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.~~

~~Sec. 31-141.82.~~ *Sec. 31-237.*- Triggering criteria for initiation and termination of drought response stages.

Because of the stresses that sustained high peak water demands will place on the city's water system, the trigger conditions for the city drought contingency plan are based on excessive demand, as indicated in table 1. The water treatment plant (WTP) capacity described on table 1 is a combined total of 65 MGD for the Jefferson Water Treatment Plant and 20 MGD for the El Pico Water Treatment Plant.

TABLE 1 - WATER DEMAND TRIGGER CONDITIONS			
EXISTING WTP CAPACITY OF 85 MGD			
Water Use in Gallons Per Day	Duration - Consecutive	Classification	Stage

	Days		
If water usage falls within the following ranges:			
Plant Capacity Total Flow of 85 MGD Less than 85% Equals less than 72.25 MGD	5 days	Mild Drought Conditions	Stage 1 - Voluntary
Plant Capacity Total Flow of 85 MGD 85% Equals 72.25 MGD	3 days	Moderate Drought Conditions	Stage 2 - Mandatory
Plant Capacity Total Flow of 85 MGD 90% Equals 76.5 MGD	1 day	Severe Drought Conditions	Stage 3 - Mandatory
Plant Capacity Total Flow of 85 MGD 95% Equals 80.75 MGD	1 day	Emergency Drought Conditions	Stage 4 - Mandatory

In addition to the established trigger conditions based on water demand, the city has adopted the "regional" trigger conditions based upon the percent capacity of U.S. Waters contained within the Amistad Reservoir.

RECOMMENDED WATER LEVELS FOR

IMPLEMENTATION OF VARIOUS

DROUGHT CONTINGENCY PHASES

Minimum level of U.S. water storage in Amistad Reservoir at which phases/stages of municipal drought contingency plans will be implemented on a regional basis.

Phase—Voluntary conservation trigger. When the level of U.S. water stored in Amistad Reservoir reaches fifty-one (51) or one and sixty-six hundredths (1.66) million acre-feet (MAF), voluntary stage of conservation may be put into effect. This phase consists of voluntary water conservation action to be taken by the general public, governmental agencies and all water users of waters from the Rio Grande River below Amistad Dam on the Rio Grande. Customers of the municipal water systems in the region shall be requested to voluntarily conserve and limit the use of water.

Phase—Mandatory conservation trigger. When the levels of U.S. water stored in Amistad Reservoir reaches twenty-five (25) or eight hundred thirty-four thousand six hundred (834,600) acre-feet, mandatory conservation may be declared. This phase consists of mandatory restrictions of the use of water and imposing of penalties and sanctions for violations of set restrictions.

Phase—Water curtailment trigger. When the level of U.S. water stored in Amistad Reservoir reaches fifteen (15) or five hundred four thousand six hundred (504,600) acre-feet, this phase may be implemented. This phase reduces the maximum amounts of monthly water usage for residential and non-residential customers and imposes surcharges, irrigation meter cut-offs, and other sanctions for violations.

In addition to the established trigger conditions based on either water demand or reservoir levels, the mayor, or designee, will have the authority to declare an emergency water demand condition of mild, moderate or severe under the following conditions:

(1) System-related problems, such as equipment failures and line breaks; and

(2) Other conditions that may affect or otherwise limit the city's ability to meet the demand for water for a forty-eight-hour period.

~~Sec. 31-141.83.~~ *Sec. 31-238*. - Drought response stages.

Stage 1—Voluntary.

(1) *Triggering level.* Amistad conservation level is fifty-one (51) percent or WTP capacity is less than eighty-five (85) percent for five (5) consecutive days.

(2) *Cumulative reduction goal.* Five (5) percent.

Voluntary conservation alert. Customers of the city's utility system during Stage 1 are requested to voluntarily limit the amount of water used to that amount absolutely necessary for health, business, and irrigation. Notice of such request shall be given by the city manager and/or mayor through appropriate circular, television, radio and newspaper media at the mayor's discretion.

The following uses of water are defined as waste of water and are absolutely prohibited:

(1) Allowing irrigation water to run off into a gutter, ditch or drain including the street or adjacent property;

(2) Failure to repair a controllable leak from a faucet, hose, sprinkler, backflow preventer, or meter.

Stage 2—Mandatory.

Mandatory compliance—Water shortage advisory.

(1) *Triggering level.* Amistad conservation level is twenty-five (25) percent or WTP capacity is eighty-five (85) percent for three (3) consecutive days.

(2) *Cumulative reduction goal.* Ten (10) percent.

During Stage 2, the following restrictions shall apply to all persons. Notice of such order shall be given by the city manager and/or mayor through appropriate circular, television, radio and newspaper media at the mayor's discretion. All elements of Stage 1 shall remain in effect except that:

a. Irrigation utilizing hose-end sprinklers or automatic sprinkler systems for lawns, gardens, landscaped areas, trees, shrubs and other plants is prohibited except during designated hours which shall be before 8:00 a.m. and after 8:00 p.m. of the designated days. Customers with an address ending in an even number (0, 2, 4, 6, 8) are only allowed to water between designated hours on Mondays, Wednesdays, and Fridays. Customers with an address ending in an odd number (1, 3, 5, 7, 9) are only allowed to water between designated hours on Tuesdays, Thursdays, and Saturdays. In order to allow all water storage tanks to refill, watering on Sundays is strictly prohibited.

   Irrigation of lawns, gardens, landscaped areas, trees, shrubs or other plants is permitted at any time if:

   1. A continuously attended hand-held hose is used; or
   2. A drip irrigation system is used. (Soaker hoses are not drip irrigation systems.)

   Exception: Commercial nurseries commercial sod farmers and similarly situated establishments are exempt from Stage 2 irrigation restrictions, but will be requested to curtail all nonessential water use.

b. The washing of automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment is prohibited except on designated hours before 8:00 a.m. and after 8:00 p.m. of the designated days. Customers with an address ending in an even number (0, 2, 4, 6, 8) are only allowed to wash mobile equipment between designated hours on Mondays, Wednesdays, and Fridays. Customers with an address ending in an odd number (1, 3, 5, 7, 9) are only allowed to wash mobile equipment between designated hours on Tuesdays, Thursdays, and Saturdays. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. In order to allow all water storage tanks to refill, washing mobile equipment on Sundays is strictly prohibited.

   Exception: Washing may be done at any time on the immediate premises of a commercial carwash or commercial service station. Further, such washing may be exempted from this division if the health, safety and welfare of the public is contingent upon frequent vehicle cleaning, such as garbage trucks and vehicles used to transport food and perishables.

c. The refilling or adding of water to residential swimming and/or wading pools is prohibited except on designated hours before 8:00 a.m. and after 8:00 p.m. of the designated days. Customers with an address ending in an even number (0, 2, 4, 6, 8) are only allowed to use water for this purpose between designated hours on Mondays, Wednesdays, and Fridays. Customers with an address ending in an odd number (1, 3, 5, 7, 9) are only allowed to water for this purpose between designated hours on Tuesdays, Thursdays and Saturdays. In order to allow all water storage tanks to refill, the refilling or adding of water to residential swimming and/or wading pools on Sundays is strictly prohibited.

d. The operation of any ornamental fountain or other structure making similar use of water is prohibited except for those fountains or structures with a recycling system.

e. The use of water for irrigation for parks, plazas, and squares is prohibited except on designated hours before 8:00 a.m. and after 8:00 p.m. of the designated days. The irrigation of golf course fairway is absolutely prohibited. Utilizing wastewater effluent or well water is exempted from the provisions of this division.

f. Essential and utility use.

Essential use.

1. Firefighting. No restrictions.
2. Medical use by health care facilities. No restrictions.

Water utility use.

1. Reduction of average system pressure to fifty (50) psi is recommended.
2. Leak detection and system repairs is recommended.
3. Stabilizing and equalizing system pressure is recommended.
4. Sewer line flushing: reduction is recommended.
5. Fire hydrant flushing: reduction is recommended.
6. Power production use: reduction of water use for power production is recommended.

g. The following uses of water are defined as waste of water and are absolutely prohibited:

1. Allowing irrigation water to run off into a gutter, ditch, drain, sidewalk, or street;
2. Failure to repair a controllable leak;
3. Washing sidewalks, streets, driveways, parking area, tennis courts, or other paved areas, except to alleviate immediate fire hazards.

h. Irrigation using hose-end sprinklers or automatic sprinkler systems for athletic fields is prohibited except during designated hours which shall be before 8:00 a.m. and after 8:00 p.m. of the designated days. Customers with an address ending in an even number (0, 2, 4, 6, 8) are only allowed to water between designated hours on Mondays, Wednesdays and Fridays. Customers with an address ending in an odd number (1, 3, 5, 7, 9) are only allowed to water between designated hours on Tuesdays, Thursdays and Saturdays. Irrigation using hand-held hoses or drip irrigation systems is exempt. In order to allow all water storage tanks to refill, irrigating an athletic field using hose-end sprinklers or automatic sprinkler systems on Sundays is strictly prohibited.

Stage 3—Mandatory.

(1) *Triggering level.* Amistad conservation level is twenty (20) percent or WTP capacity is ninety (90) percent for one (1) day.

(2) *Cumulative reduction goal.* Thirty (30) percent.

Mandatory compliance—Water shortage alert. During Stage 3 the following restrictions shall apply to all persons. All elements of Stage 2 shall remain in effect in Stage 3 except that:

a. Irrigation utilizing hose-end sprinklers or automatic sprinkler systems for lawns, gardens, landscaped areas, trees, shrubs and other plants is prohibited except during designated hours which shall be before 8:00 a.m. and after 8:00 p.m. of the designated days. Customers with an address ending in an even number (0, 2, 4, 6, 8) are only allowed to water between designated hours on Wednesdays of each week. Customers with an address ending in an odd number (1, 3, 5, 7, 9) are only allowed to water between designated hours on Saturdays of each week.

   Irrigation of lawns, gardens, landscaped areas, trees, shrubs or other plants is permitted at any time if:

   1. A continuously attended hand-held hose is used; or
   2. A drip irrigation system is used. (Soaker hoses are not drip irrigation systems.)

   Exception: Commercial nurseries, commercial sod farmers, and similarly situated establishments are exempt from Stage 3 irrigation restrictions, but will be requested to curtail all nonessential water use.

b. The washing of automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment is prohibited except on designated hours before 8:00 a.m. and after 8:00 p.m. of the designated days. Customers with an address ending in an even number (0, 2, 4, 6, 8) are only allowed to wash mobile equipment between designated hours on Wednesdays of each week. Customers with an address ending in an odd number (1, 3, 5, 7, 9) are only allowed to wash mobile equipment between designated hours on Saturdays of each week. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses.

   Exception: Washing may be done at any time on the immediate premises of a commercial carwash or commercial service station. Further, such washing may be exempted from this division if the health, safety and welfare of the public is contingent upon frequent vehicle cleaning, such as garbage trucks and vehicles used to transport food and perishables.

c. The refilling or adding of water to residential swimming and/or wading pools is prohibited except on designated hours before 8:00 a.m. and after 8:00 p.m. of the designated days. Customers with an address ending in an even number (0, 2, 4, 6, 8) are only allowed to use water for this purpose between designated hours on Wednesdays of each week. Customers with an address ending in an odd number (1, 3, 5, 7, 9) are only allowed to water for this purpose between designated hours on Saturdays of each week.

d. The operation of any ornamental fountain or other structure making similar use of water is prohibited except for those fountains or structures with a recycling system.

e. The use of water for irrigation for parks, plazas, and squares is prohibited except on designated hours before 8:00 a.m. and after 8:00 p.m. of the designated days. The irrigation of golf course fairway is absolutely prohibited. Utilizing wastewater effluent or well water is exempted from the provisions of this division.

f. Essential and utility use.

   Essential use.

   1. Firefighting. No restrictions.
   2. Medical use by health care facilities. No restrictions.

   Water utility use.

   1. Reduction of average system pressure to (fifty (50) psi is recommended.
   2. Leak detection and system repairs is recommended.
   3. Stabilizing and equalizing system pressure is recommended.
   4. Sewer line flushing: reduction is recommended.
   5. Fire hydrant flushing: reduction is recommended.

6. Power production use: reduction of water use for power production is recommended.

g. The following uses of water are defined as waste of water and are absolutely prohibited:

1. Allowing irrigation water to run off into a gutter, ditch, drain, sidewalk, or street;

2. Failure to repair a controllable leak;

3. Washing sidewalks, streets, driveways, parking area, tennis courts, or other paved areas, except to alleviate immediate fire hazards.

h. Irrigation using hose-end sprinklers or automatic sprinkler systems for athletic fields is prohibited except during designated hours which shall be before 8:00 a.m. and after 8:00 p.m. of the designated days. Customers with an address ending in an even number (0, 2, 4, 6, 8) are only allowed to water between designated hours on Wednesdays. Customers with an address ending in an odd number (1, 3, 5, 7, 9) are only allowed to water between designated hours on Saturdays. Irrigation using hand-held hoses or drip irrigation systems is exempt.

i. No bulk water sales shall be made from the city or water points for any purpose when such water will be transported by any tanker truck or similar type vehicle outside the City of Laredo except for domestic or residential use or for livestock as approved by the utilities director.

j. Fire hydrant water sales shall cease. Users shall be directed to obtain effluent from the wastewater treatment plants as available. Potable water shall only be made available for direct human consumption, to maintain sanitary conditions and for livestock only with written approval from the utilities director.

Stage 4—Mandatory.

(1) *Triggering level.* Amistad conservation level is less than twenty (20) percent or WTP capacity is ninety-five (95) percent for one (1) day.

(2) *Cumulative reduction goal.* Thirty-five (35) percent.

Mandatory compliance—Water shortage emergency. During Stage 4 the following restrictions shall apply to all persons. All elements of Stage 3 shall remain in effect in Stage 4 except that:

a. No applications for new, additional, either expanded or increased in-size water service connections, meters, service lines, pipeline extensions, mains, or other water service facilities of any kind shall be allowed, approved or installed except as approved by the city utilities director.

b. All locations of water use to non-essential industrial and commercial customers shall be reduced to amounts as established by the city utilities director.

c. The maximum monthly water use allocation for residential customers may be established with revised rate schedules and penalties by the city council upon recommendation by the city utilities director.

d. Irrigation utilizing hose-end sprinklers or automatic sprinkler systems for lawns, gardens, landscaped areas, trees, shrubs and other plants is prohibited. Irrigation of lawns, gardens, landscaped areas, trees, shrubs or other plants is not permitted at any time. Commercial nurseries, commercial sod farmers, and similarly situated establishments are not exempt from Stage 4 irrigation restrictions. During Stage 4, the use of hand-held hoses or drip irrigation systems ~~are~~ *is* not allowed. Zero tolerance in outdoor water usage.

e. The washing of automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment is prohibited.

Exception: Washing may be done at any time on the immediate premises of a commercial carwash or commercial service station. Further, such washing may be exempted from this division if the health, safety and welfare of the public is contingent upon frequent vehicle cleaning, such as garbage trucks and vehicles used to transport food and perishables.

f. The refilling or adding of water to residential swimming and/or wading pools is prohibited.

g. The operation of any ornamental fountain or other structure making similar use of water is prohibited except for those fountains or structures with a recycling system.

h. The use of water for irrigation for parks, plazas, and squares is prohibited. The irrigation of golf course fairway is absolutely prohibited. Utilizing wastewater effluent or well water is exempted from the provisions of this division.

i. Irrigation for athletic fields is prohibited.

j. A water use surcharge of twenty dollars ($20.00) shall be levied against all customers that use over fifteen thousand (15,000) gallons per month.

k. All customers shall conserve a minimum of fifteen (15) percent of water.

l. Any irrigation system found irrigating at any time during a Stage 4 will result in the irrigation meter to be cut off temporarily until Stage 4 is lifted or reversed to a Stage 3, Stage 2, or a Stage 1.

~~Sec. 31-141.84.~~ *Sec. 31-239.* - Implementation and enforcement of the drought contingency plan.

The City of Laredo Utilities Director has the primary responsibility for implementing and enforcing this drought contingency plan through the water conservation program. All water conservation orders described on this plan shall be enforced by the utility's water conservation inspectors and other utility personnel designated by the utilities director, such as code enforcement inspectors, code-certified personnel from other city departments, police officers, and the municipal court, as appropriate. Any employee of the City of Laredo Utilities Department designated by the utilities director and police department or code-certified employees from another city department may issue a warning or citation to a person that he or she reasonably believes to be in violation of this drought contingency plan.

During Stage 2, the alleged violator shall receive two (2) written warning before receiving the first citation. The two (2) written warnings may be for violation of any section, or combination of sections, found on this drought contingency plan. During Stage 3, the alleged violator shall receive only one (1) written warning before receiving the first citation. During Stage 4, the alleged violator shall receive zero (0) written warnings before receiving the first citation. No prior written warnings shall be required prior to issuing a citation during a Stage 4.

The citation(s) shall be prepared in triplicate form and must contain the name and address of the alleged violator, if known, the offense charged, and shall direct him or her to appear at the City of Laredo Municipal Court on the date shown on the citation, which date shall be not less than five (5) days or more than ten (10) days from the date that the citation was issued. The citation must be issued to the alleged violator, an agent, manager, or employee of the violator, or to a person of age eighteen (18) years or older who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall be served with a copy of the citation, and a copy must be submitted to the water conservation program for data entry and recordkeeping. Any pictures taken as proof of violation shall also be submitted to the water conservation program with a copy of the citation. The original document(s) must be delivered to the City of Laredo Municipal Court for stamping and processing. The alleged violator shall appear at the City of Laredo Municipal Court to enter a plea of guilty or not guilty for the violation of this drought contingency plan. If the alleged violator fails to appear in court, a warrant for his or her arrest may be issued by the City of Laredo Municipal Court. A summons to appear in court may also be issued in lieu of an arrest warrant. Cases involving a violation of the drought contingency plan shall be expedited and given preferential setting at the City of Laredo Municipal Court before all other cases.

Note: During a Stage 4, any customer found utilizing over fifteen thousand (15,000) gallons of water per month, will receive a water use surcharge of twenty dollars ($20.00) billed by the utilities customer service division. The fee will be added to the regular monthly payment of the account responsible for paying the water services delivered to the meter at the property in violation. In addition, any irrigation system found irrigating at any time during a Stage 4 will result in the irrigation meter to be shut off temporarily until Stage 4 is lifted or reversed to a Stage 3, Stage 2, or a Stage 1.

~~Sec. 31-141.85.~~ *Sec. 31-240.* - Penalties for violation of the drought contingency plan.

After receiving two (2) written warnings for any section or combination of sections during a Stage 2, one (1) written warning during a Stage 3, or zero (0) written warnings during a Stage 4, a person who violates this drought contingency plan shall be issued a citation and may be guilty of a class C misdemeanor. Upon citation and conviction, *any person violation this provision shall be subject to punishment as provided in Sec. 31-132.* ~~the alleged violator shall be punished by a fine of five hundred dollars ($500.00) per violation per day. Each violation of a particular section of this division shall constitute a separate offense, and each day that an offense continues shall be~~

~~considered a new violation for purposes of enforcing this plan.~~ All payments shall be made payable to the City of Laredo Municipal Court, as set forth in the City Code of Ordinances and approved and adopted by the city council.~~,~~ ~~and the court shall transfer a total of fifty (50) percent of each fine to a "water conservation fund" in the city's annual budget. Funds from the "water conservation fund" shall be used for programs related to water conservation, which include, but are not limited to, educational programs, free giveaway programs, and other water conservation programs for the community.~~

~~All citations will incur a one-time water waste fee per citation issued, as listed below. The fee will be added to the regular monthly payment of the account responsible for paying the water services delivered to the meter at the property in violation. Repeated violations will result in higher water waste fees.~~

~~Citations issued during Stage 1 will incur the water waste fees as indicated below:~~

~~(1) First citation: Five dollars ($5.00) water waste fee;~~

~~(2) Second citation: Ten dollars ($10.00) water waste fee;~~

~~(3) Third citation: Twenty dollars ($20.00) water waste fee;~~

~~(4) Fourth Citation: Forty dollars ($40.00) water waste fee;~~

~~(5) Fifth citation: Eighty dollars ($80.00) water waste fee;~~

~~(6) Sixth citation: Three hundred twenty dollars ($320.00) with each additional fine increasing in increments of one hundred sixty dollars ($160.00).~~

~~Citations issued during Stages 2, 3, or 4 will incur the water waste fees, as indicated below:~~

~~(1) First citation: Twenty-five dollars ($25.00) water waste fee;~~

~~(2) Second citation: Fifty dollars ($50.00) water waste fee;~~

~~(3) Third citation: One hundred dollars ($100.00) water waste fee;~~

~~(4) Fourth citation: Two hundred dollars ($200.00) water waste fee;~~

~~(5) Fifth citation: Four hundred dollars ($400.00) water waste fee;~~

~~(6) Sixth citation: One thousand six hundred dollars ($1,600.00) with each additional fine increasing in increments of eight hundred dollars ($800.00).~~

Note: A previous violation shall not be considered if a period of one (1) year has elapsed since the violation was first incurred or the property is acquired by a new owner or tenant. In the event that a citation is issued erroneously and submitted to the Laredo Municipal Court, the citation shall be voided by the person issuing the citation only with a written approval from the utilities director.

~~Utility customers who receive a citation for violation of any provision described in the drought contingency plan will have the choice to pay the water waste fee or file for a hearing. Unless the utility customer requests a hearing at the City of Laredo Municipal Court, the water waste fee will be included in the next water bill. To pay the fee, the utility customer simply needs to pay the amount due on the water bill. If the utility customer has questions regarding the water waste violation or would like to arrange to view picture evidence, the utility customer will need to call the water conservation program staff or other City of Laredo enforcement staff who issued the citation.~~

~~The utility's customer service division shall be responsible for billing and collecting the water waste fee, as set forth in the City Code of Ordinances and approved and adopted by the city council. All water waste fees shall be collected one hundred (100) percent by the customer service division and shall be transferred to a "water conservation fund" in the city's annual budget. Funds from the "water conservation fund" shall be used for programs related to water conservation, which include, but are not limited to, educational programs, free giveaway programs, and other water conservation incentive programs for the community.~~

~~Sec. 31-141.86.~~ *Sec. 31-241.*- Variances.

The city manager, or his/her designee, including the utilities director, may in writing, grant temporary variance for existing water uses otherwise prohibited under this plan when it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one (1) or more of the following conditions are met:

(1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.

(2) Alternative methods can be implemented and will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this division shall file a written petition for a variance with the city utilities department within five (5) days after Stage 2, Stage 3, or Stage 4 has been declared. All petitions for variances shall be reviewed by the city manager, or his/her designee, including the utilities director, and shall include the following:

(1) Name, address, and contact information of the petitioner(s).

(2) Purpose of water use in detail.

(3) Specific provision(s) of the plan from which the petitioner is requesting relief.

(4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this division.

(5) Description of the relief requested.

(6) Period of time for which the variance is sought.

(7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date.

(8) Other pertinent information.

Variances granted by the city utilities department shall be subject to the following conditions, unless waived or modified by the city manager or his/her designee:

(1) Variances granted shall include a timetable for compliance.

(b) Variances granted shall expire when the plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variances shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.

Any petitioner requesting a variance will agree to follow certain watering conditions, as described in the approved variance, and violation of such conditions will result in a water waste fine without prior written warning(s).

~~Sec. 31-141.87. - Citizen participation.~~

~~All citizens are encouraged to participate in water conservation and to report any violation of this division to the City of Laredo Utilities Department—Main Office at (956) 721-2000, the Water Conservation Program at (956) 721-2020, or the 311 Call Center at 3-1-1.~~

~~Sec. 31-141.88.~~ *Sec. 31-242.* - Exempted parties.

Owners of water wells, owners of water rights, and effluent users are exempt from the provisions of this division, except that they are prohibited from allowing water to spray or run off in any street, gutter, ditch, or drain, or to any adjacent property.

Customers using effluent for irrigation or other purposes shall have an approved written agreement from the City of Laredo Utilities Department.

~~EXHIBIT "A"~~

~~APPROVED LOW WATER PLANT LIST FOR LAREDO~~

~~This composite list consists of plants, shrubs, vines, groundcovers, perennials, ornamental grasses, trees, and turf grasses that were evaluated by local experts for suitability to Laredo's climate, type of soil, and salinity. This list was approved by the City of Laredo Utilities Department for adoption as part of the water conservation ordinance.~~

~~Anyone seeking to add or delete a plant specimen from this list may submit a written request to the director of the utilities department explaining and supporting the reason for addition or deletion of such plant specimen. All additions or deletions to this approved list are subject to approval from the director of the utilities department.~~

ANNUALS

Common Names	Scientific Name	Comments
Common Sunflower	Helianthus annuus	Fast grow; edible seeds; oil
Cowpen Daisy*	Verbesina enceliodes	Flowerbeds; bird food
Globe Amaranth, Bachelor's Button	Gomphrena globosa	Flowers good for cutting
Indian Blanket	Gaillardia pulchella	Attractive to bees, butterflies, and birds
Indian Paintbrush	Castilleja indivisa	Showy annual
Mexican Zinnia	Zinnia mexicana	Attractive to bees, butterflies, and birds
Pennsylvania Smartweed	Persicaria pensylvanica laevigata	High ecological value to birds, moths, butterflies, and other insects
Plains Coreopsis, Goldenwave	Coreopsis Tinctoria	Bright, showy flowers
Prairie Sunflower	Helianthus petiolaris	Drought, disease tolerant; edible, true seeds
Rose Moss	Moss Rose, Portulaca grandiflora	Colorful flowers
Texas Bluebonnet *	Lupinus texensis	Spring flowers
Red Gomphrena	Gomphrena haageana	Rock gardens; showy flowers; attracts butterflies

CACTI

Common Names	Scientific Name	Comments
Barrel Cactus*	Ferocactus wislizeni	Food source; scaly yellow fruit; barrel shaped, solitary, rot prone
Cholla Tree	Opuntia imbricata	Long-lasting yellowish fruits; edible pads; numerous barbed glochids
Dumpling Cactus *	Mammillaria runyonii	Rock gardens

Engelman's Prickly Pear	Opuntia engelmannii	Major wildlife food/shelter source
Fishhook Cactus *	Echinocactus scheeri	Accent plant; rock gardens
Nipple Cactus, Biznaga de Chilitos *	Mammillaria heyderi	Bird food; rock gardens
Rat-Tail Cactus *	Wilcoxia poselgeri	Background plant; rock gardens
Strawberry Cactus *	Echinocereus enneacanthus	Accent plant; rock gardens; purple flowers; edible fruit
Texas Prickly Pear, Nopal Prickly Pear, Lindheimer Prickly Pear	Opuntia engelmannii var. lindheimeri	Used extensively for food

GRASS

Ornamental

Common Names	Scientific Name	Type	Comments
Annual Fountain Grass	Pennisetum setaceum	Annual	Accent plant; annual border
Big Bluestem	Andropogon gerardii	Perennial	Finger-like flowering branches
Big Sacaton	Sporobolus wrightii	Evergreen	Accent; rocky slopes
Common Curly Mesquite	Hilaria belangeri		Grayish-green; potential turf grass; erosion control
Dwarf Pampas Grass	Cortaderia selloana (Pumila)	Evergreen	Showy white/yellow; drought tolerant; razor sharp leaves
Fountain Grass	Pennisetum ruppelii	Perennial	
Little Bluestem*	Schizachyrium scoparium	Perennial	Wildlife food
Muhly Grass	Muehlenbergia lindheimeri	Perennial	Fall color, showy foliage; bunchgrass
Pampas Grass	Cortaderia selloana	Evergreen	Deep green, razor sharp leaves
Perennial Fountain	Pennisetum	Evergreen	Rock gardens or to plant in front of a border or

Grass	alopecuroides		bed
Purple Autumn Grass	Miscanthus sinesis	Evergreen	Summer flowering season
Sideoats Grama *	Bouteloua curtipendula	Semi-deciduous	Extremely drought tolerant; distinctive inflorescence

Turf

Common Names	Scientific Name	Comments
Bermuda Grass	Cynodon dactylon	Drought tolerant; poor shade tolerance
Buffalo Grass	Buchloe dactyloides	Drought tolerant; poor shade tolerance
Zoysia Grass	Zoysia species	Drought tolerant; dense; slow grower

GROUNDCOVER

Common Names	Scientific Name	Type	Comments
Ajuga	Ajuga reptans	Evergreen	Compact, dense mat; attracts bumblebees
Asiatic Jasmine	Trachelospermum asiaticum	Evergreen	Green or variegated foliage
Bouncing Bet	Sapinara officinalis	Perennial	Soap properties; poisonous; white or pink flowers
Creeping Juniper	Juniperus horizontalis	Evergreen	Dense shrub
Feather Dalea	Dalea formosa	Semi-evergreen	Spectacular when in bloom; low border
Liriope	Liriope muscani	Evergreen	As a border, controls erosion
Mexican Sage	Salvia leucantha	Evergreen	Attracts hummingbirds; deer resistant

Santolina	Santolina sp.	Evergreen	Silver gray foliage; button-like yellow flowers; aromatic
Showy Stonecrop Sedum	Sedum spectabile	Deciduous	Rock garden; large pink flowers in summer
Trailing Indigo Blue	Dalea greggi	Evergreen	Hardy; purple flowers in summer; attracts bees
Vinca	Vinca major	Evergreen	Shiny green foliage; profuse periwinkle flowers
Wintercreeper Euonymus	Euonymus fortunei	Evergreen	Variable use as groundcover, clinging vine or small shrub

PERENNIALS

Common Names	Scientific Name	Type	Comments
Awnless Bush Sunflower	Simsia calva	Deciduous	Flowering year round. Can grow in heavy clay soils
Baby Sun/Sunray Coreopsis*	Coreopsis grandiflora	Evergreen	Daisy-like golden blooms
Bearded Iris	Iris xiphioides	Bulb	Bulbous flower; variety of colors
Blue Plumbago	Plumbago auriculata	Evergreen	Mounded shrub; resilient
Daylily	Hemerocallis sp.	Semi-evergreen	Adaptable; easy grow; edible
Devil Weed, Spiny Aster *	Leucosyris spinosa	Deciduous	Rock gardens; accent plant
Eastern Coral Bean, Corolillo *	Erythrina herbacea	Deciduous	Showy flowers; attracts hummingbirds
Engelmann Daisy	Engelmannia peristenia	Evergreen	Yellow flowers
Foxglove	Cobaea penstemon	Deciduous	Food for Wildlife/Livestock
Frog Fruit, Turre Hembre *	Phyla strigillosa	Evergreen	Also used as groundcover
Garden Canna (Canna x generalis)	Canna x generalis	Evergreen	Yellow, red, pink, salmon

Goldsturm Rudbeckia	Rudbeckia x goldsturm	Semi-evergreen	Golden-yellow flowers
Heart Leaf Hibiscus, Tulipan del Monte	Hibiscus cardiophyllus	Evergreen	Attracts bees, butterflies, and birds
Heath Aster	Aster ericoides	Deciduous	White with yellow centers
Hinckley's Columbine	Aquilegia hinckleyana	Evergreen	Yellow flowers
Leather Stem, Sangre de Drago, Rubber Plant *	Jatropha dioica	Deciduous	Accent plant
Louisiana Iris	Iris fulva x, Iris giganticaerulea x, Iris foliosa	Evergreen	Year-round; drought tolerant; can be used as pond plant
Mealy Blue Sage, Mealy Cup Sage	Salvia farinacea	Deciduous	Borders, meadows, mixtures; attractive to bees, butterflies, and birds; deer resistant
Mexican Mint Marigold	Tagetes lucida	Deciduous	Attracts birds; fall bloom
Mexican Primrose	Oenothera speciosa	Evergreen	Delicately fragrant white primroses; invasive
Monkey Grass	Ophiopogon japonica	Evergreen	
Moonbeam/Zagreb Coreopsis	Coreopsis verticillata	Deciduous	Long blooming
Pavonia	Pavonia lasiopetala	Semi-evergreen	Hibiscus-like pink/rose colored flowers
Perennial Verbena	Verbena sp.	Semi-Evergreen	Attracts butterflies, insects, and birds
Pink Rain Lily	Zephyranthes grandiflora	Semi-deciduous bulbs	Blooms large rose pink flowers after a heavy rainfall
Red Yucca	Hesperaloe parviflora	Evergreen	Accent plant; attracts hummingbirds
Sago Palm	Cycas revoluta	Evergreen	
Saladillo *	Varilla texana	Evergreen	Yellow flower; cactus gardens

Society Garlic	Tulbaghia violacea	Evergreen	Violet flowers; narrow leaves; onion fragrance.
Sweet Violet	Viola odorata	Semi-Evergreen	Violet flowers; heart-shaped leaves
Upright Prairie Coneflower, Mexican Hat	Ratibida columnifera	Deciduous	Deer-resistant; long leafless stalks bearing red-yellow/brown flowers
White Rain Lily	Zephyranthes candida	Evergreen	Rock gardens
White Sage	Artemisia ludoviciana	Evergreen	Hairy leaves; small gray-yellow flowers in summer
Wild Petunia *	Ruellia, Ruellia nudiflora	Deciduous	Aggressive; good background

TREES

Deciduous (S - 15-25 ft; M - 25-40 ft; L - over 40 ft)

Common Names	Scientific Name	Size	Comments
Bald Cypress	Taxodium distichum	L	Conifer with fall color
Berlandier Ash	Fraxinus berlandierana	M	Gray-green to bright-green foliage
Berlandier Fiddlewood, Negrito *	Citharexylum berlandieri	S	Gnarled trunk
Bur Oak	Quercus macrocarpa	L	Bold foliage; huge acorns
Cedar Elm, Olmo	Ulmus crassifolia	M-L	Fall color
Chinese Parasol Tree	Firmiana simplex	L	Shade tree; specimen
Chinese Pistache	Pistacia chinensis	L	Spreading canopy; fall color
Chinkapin Oak	Quercus muehlenbergii	L	Compact shade tree
Common Crape Myrtle	Lagerstroemia indica	S	Showy flowers
Common Fig	Ficus carica	S	Edible fruit

Desert Willow, Mimbre	Chilopsis lineraris	S	Attracts Hummingbirds
Fan d'Arc Osage Orange	Maclura pomifera 'Fan d'Arc'	S	Improved fruitless selection
Goldenrain Tree	Koelreuteria paniculata, K. bipinnata	M	Showy flowers and seed pods
Gum Bumelia, Coma, Woolybucket Bumelia	Sideroxylon lanuginosum	S-M	Showy flowers
Honey Locust	Gleditsia triacanthos	L	Thornless varieties available
Honey Mesquite *	Prosopis glandulosa	M	Wildlife food
Jacaranda	Jacaranda mimosifolia	L	Poisonous if ingested
Japanese Persimmon	Diospyros kaki	S	Large red or orange edible astringent fruit
Jerusalem Thorn, Retama, Lluvia de Oro, Crown of Thorns *	Parkinsonia aculeata	S	Wildlife food
Kentucky Coffee Tree	Gymnocladus dioicus	L	Upright tree; fine textured foliage
La Coma, Caimito	Sideroxylon celastrina	S	Wildlife food; nesting for birds
Lace Bark Elm	Ulmus parvifolia	L	Showy exfoliating bark
Lacey Oak	Quercus glaucoides	S-M	Peachy leaves in spring turning Blue-green and back to peach in fall
Mexican Buckeye	Ungnadia speciosa	M	Mottled gray/brown bark, poisonous seeds
Mexican Plum	Prunus mexicana	S	Fall color
Mexican Sycamore	Platanus mexicana	L	Adapted to dry, rocky, alkaline soils
Montezuma Bald Cypress, Sabino, Ahuehuete	Taxodium mucronatum	L	Specimen tree; frequently cultivated in parks and gardens
Pecan	Carya illinoesis	L	Produces edible pecan nuts
Pomegranate	Punica granatum	M	Edible: Fruit, leaves, seeds

Redbud	Cercis sp.	S-M	Heart-shaped leaves; reddish-purple buds
Rough Leaf Dogwood	Cornus drummondii	M	Attracts butterflies
Royal Paulownia, Empress Tree	Royal Paulownia, Empress Tree (Paulownia tomentosa)	M-L	Heart-shaped leaves; showy violet flowers
Soapberry, Western Soapberry, Jaboncillo *	Sapindus drummondii	M-L	Shade tree; large yellow cluster flowers
Staghorn Sumac	Rhus typhina	S	Brilliant fall color; clusters of small red fruit
Sugar Hackberry, Palo Blanco, Southern Hackberry *	Celtis laevigata	L	Shade; wildlife food
Texas Paloverde, Paloverde	Parkinsonia texana	S	Attractive clusters of yellow flowers
Texas Persimmon, Chapote, Mexican Persimmon *	Diospyrus texana	S	Wildlife food
Texas Pistache	Pistacia texanaTc>S	Wildlife food	
Texas Red Oak	Quercus buckleyi, Quercus texana	S-M	Fall color; reddish-brown acorns
Texas Redbud	Cercis canadensis var. texensis	S	Showy magenta flowers
Vitex, Chaste Tree	Vitex agnus-castus	S	Aromatic; showy summertime flowers
Wright Acacia, Uña de Gato	Acacia wrightii	M	Wildlife food

Evergreen (S - 15-25 ft; M - 26-40 ft; L - over 40 ft)

Common Names	Scientific Name	Size	Comments
Afghan Pine	Pinus eldarica	L	Windbreak

Aleppo Pine	Pinus halapensis	L	Short needles, massive lateral branches
Anacahuite, Anacahuita, Mexican Olive Tree *	Cordia boissieri	S	Flowers most of the year
Arizona Cypress	Cupressus arizonica	M-L	Conifer; pyramidal
Bay Laurel	Laurus nobilis	S-M	Aromatic evergreen tree
Black Cherry	Prunus serotina	L	Fragrant white flowers
Canaert Redcedar	Juniperus virginiana	M	Compact; pyramidal
Chinese Juniper	Juniperus chinensis	S-L	Popular evergreen; gardens/parks
Chinese Photinia	Photinia serratifolia, Photinia serrulata	M	Hedge/privacy screen
Cork Oak	Quercus suber	L	Leathery/ovate to elliptical
Deodar Cedar	Cedros deodora	L	Silver-green color
Escarpment Live Oak	Quercus fusiformis, Quercus virginiana var. fusiformis	M	Shade tree
Huisache	Acacia minuata, A. farnesiana, A. smallii	M	Intensely fragrant
Italian Cypress	Cupressus sempervirens	L	Tall, dark green columns
Italian Stone Pine	Pinus pinea	L	
Japanese Black Pine	Pinus thunbergii	S	Rounded small tree; adapted to alkaline soils
Japanese Ligustrum	Ligustrum lucidum	M-L	Fast growing
Japanese Loquat	Eriobotrya japonica	M	Fragrant flowers. Seed is poisonous if ingested
Live Oak	Quercus virginiana	L	Shade tree
Mexican Ponciana, Tabachin del	Caesalpinia mexicana	S	Attracts hummingbirds

Monte, Mexican Caesalpinia			
Mexican White Oak, Monterrey Oak	Quercus polymorpha	L	Hardy; resistant to oak wilt
Nellie R. Stevens Holly	Ilex	S	Broadleaf, specimen, red berry
Pinyon Pine, Mexican Pinyon	Pinus cembroides	L	Rounded cones with thick scales
Sandpaper Tree, Anaqua *	Ehretia anacua	M-L	White flower clusters
Southern Waxmyrtle	Myrica cerifera	S	Olive green leaves; specimen tree
Texas Ebony, Ebano *	Pithecellobium ebano, P. flexicaule	M	Bird nesting
Texas Mountain Laurel, Mescalbean *	Sophora secundiflora	S	Showy fragrant purple leaves
Variegated Pittosporum	Pittosporum tobira variegata	S	Glossy gray-green leaves; small white flowers

Palm Trees (S- up to 10 ft; L - over 10 ft)

Common Names	Scientific Name	Size	Comments
California Washingtonia, California Fan Palm, Petticoat Palm	Washingtonia filifera	L	Fan-leafed, full-sun elliptical black fruit "berries"
Dwarf Palmetto	Sabal minor	S	Trunkless or short trunk; fan-like leaves
Mexican Fan Palm (Washingtonia robusta)	Mexican Fan Palm (Washingtonia robusta)	L	100 ft. tall
Palmetto Palm	Sabal Palmetto	L	Salt and frost tolerant
Texas Palmetto, Texas Sabal, Palma de Macharos, Texas Palmetto, Sabal Palm *	Sabal texana, Sabal mexicana	L	Only native Texas palm; tall columnar palm; shiny green to yellowish leaves

SHRUBS

Dwarf (under 3 ft)

Common Names	Scientific Name	Leaf Type	Comments
Calderona, Ratany *	Krameria ramosissima	Deciduous	Densely branched shrub
Dwarf Yaupon Holly	Ilex vomitoria nana	Deciduous to Evergreen	Asymmetrical, dense, rounded
False Broomweed, Monte de Conejo *	Ericameria austrotexana	Deciduous	Aromatic, invasive
Fern Acacia	Acacia angustissima	Deciduous	Thornless shrub or small tree
Japanese Garden Juniper	Juniperus procumbens	Evergreen	Tough; many varieties
Purple Coneflower, Black Sampson	Echinacea angustifolia	Deciduous	Borders, meadows, butterfly gardens; used medicinally

Small (3-5 ft)

Common Names	Scientific Name	Type	Comments
Apache Plume	Fallugia paradoxa	Semi-evergreen	White rose flowers
Autumn Sage *	Salvia greggii	Semi-evergreen	Mounds; many flower colors
Catclaw Sensitive Briar	Schrankia nuttallii	Perennial	Vine-like; curved briers; wildlife food
Cottoneasters	Cotoneaster, Rosaceae	Evergreen	Bird food
Desert Lantana *	Lantana macropoda	Deciduous	Aromatic
Dwarf Burford Holly	Ilex cornuta rotunda burfordii	Evergreen	Glossy green foliage

Dwarf Chinese Holly	Ilex cornuta rotunda	Evergreen	Glossy green foliage
Dwarf Pittosporum	Pittosporum tobira wheeleri	Evergreen	Glossy dark green leaves
False Mesquite	Calliandra conferta	Semi-evergreen	Showy blooms; airy foliage
Flame Acanthus	Anisacanthus quadrifidus var. wrightii	Deciduous	Red or orange blooms; attracts hummingbirds
Flowering Quince	Chaenomeles japonica	Deciduous	Spring blooming (red, pink, white or orange)
Germander Wood Sage *	Teucrium canadense	Evergreen	Pink and white flowers; dry shady gardens
Indian Hawthorne	Raphiolepis indica	Evergreen	Spring flowering; blue berries in fall
Inland Ceanothus	Ceanothus ovatus	Deciduous	Rounded and dense with upright stems
Japanese Boxwood	Buxus japonica	Evergreen	
Knife-Leaf Condalia, Costilla *	Condalia spathulata	Evergreen	Wildlife food
Lantana, Hierba de Cristo	Lantana urticoides	Deciduous	Wildlife food; aromatic; showy flowers
Mexican Fiddlewood, Boxthorn Fiddlewood *	Citharexylum brachyanthum	Deciduous	Bird cover and food
Mexican Oregano	Poliomintha longiflora	Semi-Evergreen	Semi-woody; used for culinary purposes
Nandina Compact	Nandina Domestica Compacta	Evergreen	Reddish foliage and red fall berries
Prostrate Rosemary	Rosmarinus officinalis	Evergreen	Groundcover; attractive to bees, butterflies, and birds
Rosemary	Rosmarinus officinalis	Evergreen	Fragrant blue flowers
Rouge-Plant, Coralito, Pigeonberry *	Rivina humilis	Evergreen	Ground cover; showy red berries; bird food

Tea Rose	Rosa adorata	Deciduous	Long blooming; pest resistant; variety
Thrysus Dalea *	Dalea scandens	Evergreen	Compact and upright with showy yellow flowers
Tropical Sage, Mirto, Scarlet Sage *	Salvia coccinieа	Evergreen	Attracts hummingbirds, butterflies; red/pink blooms
Vine Ephedrine, Popote, Mormon Tea *	Ephedra antisysphilitica	Evergreen	Green, yellow-green or gray stems appear leafless

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Medium (6-10 ft)

Common Names	Scientific Name	Type	Comments
Agarito, Palo Amarillo *	Mahonia trifoliata	Evergreen	Bird food
Anacacho Orchid Tree	Bauhinia congesta	Semi-Evergreen	White flower clusters
Apes-Earring, Tenaza *	Pithecellobium pallens	Evergreen	Fragrant white flowers
Barbados Cherry, Manzanita *	Malpighia glabra	Evergreen	Pink flowers; red fruit
Berlandier Mimosa, Espina de Vaca *	Mimosa berlandieri	Deciduous	Accent plant; wildlife food
Blackbrush, Chaparro Prieto *	Acacia rigidula	Deciduous	Fragrant
Blue Sage, Mejorana *	Salvia ballotaeflora	Deciduous	Accent plant; herb gardens
Bridal Wreath Spirea	Spirea cantoniensis, S. reevesiana	Deciduous	White, showy flowers
Brushy Lippia *	Lippia alba	Deciduous	Aromatic; medicinal
Bush Holly, Coronilla *	Xylosma flexuosa	Evergreen	Whitish, nectar-filled flowers
Catclaw Acacia, Uña de Gato *	Acacia greggii	Deciduous	Wildlife food; rock garden
Cenizo, Purple Sage *	Leucophyllum frutescens	Semi-evergreen	Showy flowers; butterfly food

Chilipiquin *	Capsicum annuum	Deciduous	Wildlife food
China Rose	Rosa chinensis	Deciduous	Various flower colors
Common Beebush, Vara Dulce, Whitebrush *	Aloysia gratissima	Deciduous	Delicate; fragrant white flower
Coyotillo *	Karwinskia humboldtiana	Evergreen	Spineless, woody; toxic
Creosote Bush, Gobernadora *	Larrea tridentata	Evergreen	Attracts hummingbirds
Desert Olive, Chaparral Blanco, Panaleo, Narrowleaf Forestiera *	Forestiera angustifolia	Evergreen	Wildlife food
Desert Yaupon, Capul *	Schaefferia cuneifolia	Evergreen	Wildlife food
Dwarf Pomegranate	Punica granatum	Deciduous	Orange flowers
Dwarf Waxmyrtle	Myrica pussilla	Evergreen	Aromatic
Eleagnus	Eleagnus fruitlandi	Evergreen	Grayish-green foliage
Esperanza (Yellow Bells)	Tecoma stans var. angustatum	Deciduous	Showy yellow flowers
Four-wing Saltbrush, Costillas de Vaca *	Atriplex canescens	Evergreen	Wildlife food
Glossy Abelia	Abelia grandiflora	Evergreen	Bronze foliage and white flowers
Goatbush, Amargosa, All-thorn Goat-Bush *	Castela erecta, texana	Perennial	Wildlife cover; medicinal
Gray Cotoneaster	Cotoneaster glaucophylla	Evergreen	Sprawling shrub; dusty gray foliage
Heavenly Bamboo	Nandina	Evergreen	Reddish foliage and red fall berries
Hog Plum, Texas Colubrina *	Colubrina texensis	Deciduous	Wildlife food; fragrant blooms
Indigo Bush	Amorpha fruticosa	Deciduous	Windbreak; insect repellent; stunning purple/orange flowers
Italian Jasmine	Jasminum humile	Evergreen	Sprawling; yellow summer flowers

Lotebush, Clepe *	Ziziphus obtusifolia	Deciduous	Wildlife food
Mermaid Rose	Rosa x bractaeta	Semi-deciduous	Fragrant, pale yellow flowers; vigorous climber; pest resistant
Mountain Sage, Royal Sage	Salvia regla	Deciduous	Full blooming, attracts hummingbirds
Pride of Barbados	Poinciana pulcherrima	Deciduous	Attractive to bees, butterflies, and birds
Primrose Jasmine	Jasminum mesnyi	Evergreen	Lemon-yellow, unscented flowers
Rockrose	Cistus	Deciduous	Pink or purple flowers
Rose of Sharon Shrub Althea	Hibiscus syriacas	Deciduous	Variety of edible flowers
Snake-Eyes, Putina *	Phaulothamnus spinescens	Deciduous	Transparent, eye-like fruit; good bird cover
Soapbush, Guayacan *	Guajacum angustifolium	Evergreen	Showy purple flower
Southwest Bernardia, Oreja de Raton *	Bernardia myricifolia	Semi-evergreen	Bird food; unusual foliage
Texas Colubrina, Guayule, Hog Plum	Colubrina texensis	Deciduous	Wildlife food
Texas Kidneywood, Vara Dulce *	Eysenhardtia texana	Deciduous to Semi-deciduous	Wildlife food
Texas Torchwood, Chapotillo *	Amyris texana	Evergreen	Aromatic
Tree Morning Glory *	Ipomoea carnea fistulosa	Deciduous	Profuse flowers
Vanhoutte Spirea	Spiraea x vanhouttei	Deciduous	Profuse white flowers; rounded-top fountain shape
Willow Leaf Heimia, Hachinal *	Heimia salicifolia	Deciduous	Yellow flowers; medicinal
Winter Honeysuckle	Lonicera fragrantissimo	Deciduous	Fragrant; white flower clusters in winter

Wolfberry, Tomatillo	Lycium berlandieri	Deciduous	Leafless until winter; blue, lavender or white flowers; wildlife food
Yellow Plumbago	Galphimia glauca, Thryallis glauca	Evergreen	Forms a dense and twiggy mass covered in light green oblong leaves

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Large (over 10 ft)

Common Names	Scientific Name	Type	Comments
All Thorn	Koeberlinia spinosa	Deciduous	Green spine-tipped branches
American Holly	Ilex opaca	Evergreen	Pyramidal; spine-tipped leaves
Baretta *	Helietta parvifolia	Evergreen	Endangered species
Berlandier Acacia *	Guajillo, Acacia berlandieri	Semi-Evergreen	Fragrant flowers
Brasil, Capul Negro, Bluewood *	Condalia hookeri	Evergreen	Wildlife food
Cameron Forestieria *	Forestieria texana	Deciduous	
Common Oleander	Nerium oleander	Evergreen	Ornamental; poisonous; Summer blooming; many colors available
Evergreen Sumac *	Rhus virens sempervirens	Evergreen	Edible/fruit drink; fall color
Firebush	Hamelia patens	Evergreen	Attracts hummingbirds
Fraser Photinia	Photinia x fraseri	Evergreen	Red new foliage
Green Pittosporum	Pittosporum Tobira	Evergreen	
Lady Banksia	Rosa banksia	Evergreen	Yellow or white single flowers
Lime Prickly Ash, Uña de Gato	Zanthoxylum fagara	Evergreen	Attractive to bees, butterflies, and birds

Littleleaf Sumac, Correosa, Desert Sumac	Rhus microphylla	Deciduous	Rounded dense shrub; bird food
Mexican Redbud	Cercis canadensis var. mexicana	Deciduous	Fragrant flower
Ocotillo	Fouquieria splendens	Deciduous	Velvet texture with sharp spines
Oriental Arborvitae	Platycladus orientalis	Evergreen	Dense, conical shape
Possumhaw	Ilex decidua	Deciduous	Widest ranging of all Texas hollies; adapts to wide range of soil conditions
Quihoui Privet	Ligustrum quihoui	Deciduous	White flowers; round blue-black fruit
Roemer Acacia	Acacia Roemeriana	Deciduous	White balls of fragrant white flowers; pinkish flat beans
Rose of Sharon, Shrub Althea	Hibiscus syriacus	Deciduous	Large colorful flowers
Spiny Hackberry, Granejeno *	Celtis pallida	Evergreen	Wildlife food; green/white flowers
Texas Mulberry	Morus microphylla	Deciduous	
Texas Pistache	Pistacia texana	Evergreen	Small shiny leaves; seeds in clusters
Texas Randia, Crucillo *	Randia aculeata	Evergreen	Exuberantly fragrant flowers
Twisted Acacia, Huisachillo *	Acacia schaffneri	Evergreen	Dense; wildlife food
Waxleaf Ligustrum	Ligustrum japonicum	Evergreen	Attractive foliage; spring flowers (unpleasant perfume)
White-Thorn Acacia	Acacia constricta	Deciduous	White thorns; yellow aromatic puffball flowers
Willow Leaf Heimia, Hachinal *	Heimia salicifolia	Deciduous	Small dark green leaves; yellow flowers
Windmill Palm	Trachycarpus fortunei	Evergreen	Accent tree
Yaupon, Youpon Holly *	Ilex vomitoria	Evergreen	Bird food; showy fruit

Yellow Bird of Paradise	Caesalpinia gilliesii	Evergreen	Attracts hummingbirds

SUCCULENTS

Common Names	Scientific Name	Comments
Century Plant	Agave americana	Wildlife; sharp-pointed spines
Hen And Chicks	Sempervivum spp.	Rock Gardens
Maguey Cenizo, Rough Leaved Agave *	Agave scabra	Accent plant; spiny, rough leaves
Oreja de Perro, Wooly or Woody Crinklemat *	Tiquillia canescens	Cactus garden; wooly upper stems and woody lower stems; pink flowers
Sotol, Desert Spoon	Dasylirion leiophyllum	Accent plant
Spanish Dagger, Yucca, Palma Pita *	Yucca treculeana	Accent plant; straight/stiff leaves; wildlife food source
Variegated Maguey*	Agave americana var. milleri forma marginata	Accent plant; stripes along margins of each leaf

VINES

Common Names	Scientific Name	Type	Comments
Blue Passion Vine, Corona de Cristo*	Passiflora foetida	Deciduous	Edible fruits/leaves. Unpleasant aroma
Carolina Jessamine	Gelsemium sempervirens	Evergreen	Yellow; bushy; compact flowers
Common Morning Glory	Ipomoea purpurea	Deciduous	Invasive; purple flower
Common Trumpet creeper; Improved Trumpet Vine	Campsis radicans	Deciduous	Rampant, woody; large orange flowers

Conferderate Jasmine	Trachelosperum jasminoides	Evergreen	Fragrant white spring flowers
Coral Honeysuckle	Lonicera sempervirens	Semi-Evergreen	Red Blooms
Coral Vine, Mexican Creeper; Queen's Wreath	Antigonon leptopus	Evergreen	Rose-pink flowers in late summer/fall
Fiddleleaf Morning Glory, Railroad Vine, Goat-Foot	Ipomoea Pescaprae	Evergreen	Funnel-shaped flowers; pinkish lavender with purple red throats
Fig Ivy	Ficus pumila (repens)	Evergreen	Clings to walls
Japanese Honeysuckle	Lonicera japonica	Evergreen	Colorful; fragrant
Passion Vine, Corona de Cristo*	Passiflora suberosa	Deciduous	Informal groundcover; low-climbing
Rosa x	Rosa x fortuniana	Evergreen	Climber; fragrant white flowers
Trumpet Vine	Camsis Radicans	Deciduous	Orange flowers in summer and fall; fast growing
Virginia Creeper	Parthenocissus quinquefolia	Deciduous	Clinging; fall color
Wisteria	Wisteria sp.	Evergreen	Stunning bloomer; fragrant flowers

*Currently on display at the Lamar Bruni Vergara Environmental Science Center.

[Texas native plants in bold.]

Sources:

Caesar Kleberg Wildlife Research Institute, South Texas Natives Plant List.

City of Laredo Tree Ordinance, Table 1: Recommended Trees for the Laredo Region.

Native Texas plants: landscaping region by region/Sally and Andy Wasowski - 2nd ed.

San Antonio Water System Watersaver Plant list.

Texas Agricultural Extension Service, Xeriscape Landscape Water Conservation. Plants selected for South Texas Region and those adapted to most Texas areas.

Texas Forest Service, Texas Planting Guide, Recommended Trees for Webb County.

~~*Texas Parks and Wildlife Department: Texas Plant Information Database. Plants selected for Ecological Distribution—South Texas Plains, Physical Form—all available physical forms, Topographic Tolerance—Upland, Bottomland, pH Tolerance—Slightly Alkaline, Highly Alkaline.*~~

~~*Texas Urban Landscape Guide, a group initiative combining efforts between the Texas Cooperative Extension, the Texas Nursery and Landscape Association and the Texas Water Development Board.*~~

~~*The Lamar Bruni Vergara Environmental Science Center Suggested Plant List for Home Landscaping.*~~

~~*Trees, Shrubs, & Cacti of South Texas/James H Everitt, Lynn Drawe, Rob.*~~

~~(Ord. No. 2014-O-048, §1(Exh. A), 4-21-14)~~

Section 2. Severability.

If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the remaining provisions of this ordinance shall remain in effect as if the unconstitutional or invalid portion had not been adopted.

Section 3. Repeal law in conflict.

All ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 4. Publication.

This Ordinance shall be published according to Section 2.09 (D) of the Charter of the City of Laredo.

Section 5. Effective date.

This Ordinance shall take effect as of October 5, 2019, pursuant to the City Charter, Section 2.09 (B).

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
THE DAY OF , 2019.

_____

PETE
SAENZ
MAYOR

ATTEST:

_____

JOSE A. VALDEZ

CITY SECRETARY

APPROVED AS TO FORM:

_____

KRISTINA LAUREL HALE

CITY ATTORNEY

Final Reading of Ordinances 31.

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Victor J. Linares, P.E., Acting Director Building Development Services Department

SUBJECT

2019-O-102 An Ordinance amending Chapter 7, Buildings and Building Regulations, Section 7-2 of the Code of Ordinances and Chapter 24, Appendix D, Permit Fees, to establish new building permit and plan/checking fees for residential construction in accordance with HB 852; providing a cumulative and repealer clause; providing a severability clause; providing for publication; providing for a penalty; and declaring an effective date (AS AMENDED).

PREVIOUS COUNCIL ACTION

On June 17, 2019, staff presented the proposed new procedures for building plan review and inspection fees to conform with the requirements of H.B. 852. City Council approved a motion directing staff to draft an ordinance for Council consideration.

On July 1, 2019, City Council held a public hearing and introduced the ordinance, as amended, without the 1.5% annual increase in building permit fees.

BACKGROUND

H.B. 852 added Section 214.907 of the Local Government Code to provide that: in determining the amount of a building permit or inspection fee required in connection with the construction or improvement of a residential dwelling, a city may not consider: (a) the value of the dwelling; or (b) the cost of constructing or improving the dwelling; and (2) a city may not require the disclosure of information related to the value of or cost of constructing or improving a residential dwelling as a condition of obtaining a building permit except as required by the Federal Emergency Management Agency for participation in the National Flood Insurance Program. H.B. 852 was signed on May 21, and it is effective immediately.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this Ordinance.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Any fees generated will be deposited into General Fund.

Attachments

2019-O-102

ORDINANCE NO. 2019-O-102

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS, SECTION 7-2 OF THE CODE OF ORDINANCES AND CHAPTER 24, APPENDIX D, PERMIT FEES, TO ESTABLISH NEW BUILDING PERMIT AND PLAN CHECKING FEES FOR RESIDENTIAL CONSTRUCTION IN ACCORDANCE WITH H.B. 852; PROVIDING A CUMULATIVE AND REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR A PENALTY; AND DECLARING AN EFFECTIVE DATE (AS AMENDED).

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

WHEREAS, H.B. 852 provides that: (1) in determining the amount of a building or inspection fee required in connection with the construction or improvement of a residential dwelling, a city may not consider: (a) the value of the dwelling; or (b) the cost of constructing or improving the dwelling; and

WHEREAS, on June 17, 2019, staff presented the proposed fee schedule for residential building permits that is consistent with H.B. 852; and

WHEREAS, the City Council finds it necessary and desirable to adopt the amendments to the Code of Ordinances and the Land Development Code as set forth in this Ordinance.

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

Section 1. The City of Laredo Code of Ordinances, Chapter 7, Section 7-2 is hereby amended to read as follows:

Sec. 7-2. – Same—Amendments.

The following sections of the International Building Code are modified to be specifically tailored to the City of Laredo:

. . .

Section [~~109.1~~] 109.2 Schedule of Permit Fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the following schedule established herein:

SCHEDULE OF PERMIT FEES
COMMERCIAL – TOTAL VALUATION FEE

$1,000.00 and less	No fee, unless inspection required, in which case a $50.00 fee for each inspection shall be charged.
$1,00[~~0~~]*1* to $50,000	[~~$15.00~~] *$50.00* for the first $1,000.00 plus $4.00 for each additional thousand or fraction thereof, to including $50,000.00
$50,00[~~0~~]*1*.00 to $100,000.00	[~~$210.00~~] *$260.00* for the first $50,000.00 plus $3.00 for each additional thousand or fraction thereof, to including $100,000.00
$100,00[~~0~~]*1* to $500,000	$360.00 for the first $100,000.00 plus $2.00 for each additional thousand or fraction thereof, to including $500,000.00
$500,00[~~0~~]*1* to $1,000,000	$1,160.00 for the first $500,000.00 plus $1.00 for each additional thousand or fraction thereof, to including $1,000,000.00
$1,000,00[~~0~~]*1* and above	$1,660.00 for the first $1,000,000.00 plus $0.50 for each additional thousand or fraction thereof.

BUILDING PERMIT FEES -- RESIDENTIAL

Type	*Fee*
Block Fence	*$46.00*
Reroof	*$50.00*
Swimming Pool	*$64.00*
Open Accessory (e.g. porches, palapas, carports)	*$64.00*
Enclosed Accessory (e.g. detached storage room)	*$64.00*
Remodel / Addition (Up to 1,000 sq. ft)	*$64.00*
Remodel / Addition (1,001-2,000 sq. ft)	*$73.00*
Remodel / Addition (2,001 sq. ft or more)	*$76.00*
New Construction	*$0.16 per sq. ft*

ADMINISTRATIVE FEE

For the moving of any building or structure, the fee shall be $50.00. A $50.00 administrative fee is for inspection of building site, setback, zoning regulations and the requirement of section G501 of the International Building Code will be charged.

DEMOLITION FEE

For the demolition of any building or structures, the fee shall be:

0 up to 100,000 cu ft: $50.00
100,000 cu ft and over: $0.50/ 1,000 cu ft

PLAN-CHECKING FEES

When [~~the valuation of the proposed construction exceeds $1,000.00~~] a plan is required to be submitted by Section 105.1 *of* the International Building Code, a plan-checking fee shall be paid to the Building Official at the time of submitting the plans and specifications for checking. Said plan-checking fee shall be [~~equal to one half (1/2) of the building permit fee as set forth~~] *paid as required, in accordance with the following fee schedule established herein:*

PLAN-CHECKING FEE - COMMERCIAL

One half (1/2) of the building permit fee

PLAN-CHECKING FEE - RESIDENTIAL

Type	*Fee*
Block Fence	*$30.00*
Reroof	*$34.00*
Swimming Pool	*$40.00*
Open Accessory (e.g. porches, palapas, carports)	*$40.00*
Enclosed Accessory (e.g. detached storage room)	*$40.00*
Remodel / Addition (Up to 1,000 sq. ft)	*$40.00*
Remodel / Addition (1,001-2,000 sq. ft)	*$45.00*
Remodel / Addition (2,001 sq. ft or more)	*$55.00*
New Construction	*$0.11 per sq. ft*

Such plan-checking fee is in addition to the building permit fee.

. . .

Section 2. The City of Laredo Code of Ordinances, Chapter 24, Appendix D, Section 1 is hereby amended to read as follows:

PERMIT FEES

(1) Building Fees

(a) The fees for permits required by section 24.16.1 of this code shall be as follows:

BUILDING PERMIT FEES *– COMMERCIAL*

Total Valuation	Fee
$1,000 and less	No fee, unless inspection required, in which case a [~~$15.00~~] *$50.00* fee for each inspection shall be charged
$1,001 to $ 50,000.00	[~~$15.00~~] *$50.00* for the first $1,000.00 plus [~~$5.00~~] *$4.00* for each additional thousand or fraction thereof, to and including $50,000.00
$50,001 to $100,000.00	$260.00 for the first $50,000.00 plus [~~$4.00~~] *$3.00* for each additional thousand or fraction thereof, to and include $100,000.00
$100,001 to $500,000.00	[~~$460.00~~] *$360.00* for the first $100,000.00 $500,000 plus [~~$3.00~~] *$2.00* for each additional thousand or fraction thereof, to and including $500,000.00
$500,001 to $1,000,000.00	[~~$1660.00~~] *$1,160.00* for the first $500,000.00 plus [~~$2.00~~] *$1.00* for each additional thousand or fraction thereof, to and including $1,000,000.00
$1,000,001.00 and above	[~~$2,000.00~~] *$1,660.00* for the first $1,000,000.00 plus $0.50 for each additional thousand or fraction thereof.

BUILDING PERMIT FEES - RESIDENTIAL

Type	*Fee*
Block Fence	*$46.00*
Reroof	*$50.00*
Swimming Pool	*$64.00*
Open Accessory (porches, palapas)	*$64.00*
Enclosed Accessory (detached storage room)	*$64.00*
Remodel / Addition (Up to 1,000 sq. ft)	*$64.00*
Remodel / Addition (1,001-2,000 sq. ft)	*$73.00*
Remodel / Addition (2,001 sq. ft or more)	*$76.00*
New Construction	*$0.16 per sq. ft*

[~~MOVING FEE~~]

[~~For the moving of any building or structure, the fee shall be $100.00~~]

ADMINISTRATIVE FEE

For the moving of any building or structure, the fee shall be $50.00. A $50.00 administrative fee is for inspection of building site, setback, zoning regulations and the requirement of section G501 of the International Building Code will be charged.

DEMOLITION FEE

For the demolition of any building or structures, the fee shall be:

0 up to 100,000 cu ft: $50.00
100,000 cu ft and over: $0.50/1,000 cu ft

PENALTIES

Where work for which a permit is required by this code is started or proceeded prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of this code in the execution of the work nor from any other penalties prescribed herein.

PLAN-CHECKING FEES

When [~~the valuation of the proposed construction exceeds $1000.00 and~~] a plan is required to be submitted a non-refundable plan-checking fee shall be paid to the Building Official at the time of submitting plans and specifications for checking. Said plan checking fee shall be [~~equal to one-half of permits as set for the in up to a maximum of $1,500.00.~~] *paid as required, in accordance with the following fee schedule established herein:*

COMMERCIAL

One half (1/2) of the building permit fee as set forth

RESIDENTIAL

Type	*Fee*
Block Fence	*$30.00*
Reroof	*$34.00*
Swimming Pool	*$40.00*
Open Accessory (porches, palapas)	*$40.00*
Enclosed Accessory (detached storage room)	*$40.00*
Remodel / Addition (Up to 1,000 sq. ft)	*$40.00*
Remodel / Addition (1,001-2,000 sq. ft)	*$45.00*
Remodel / Addition (2,001 sq. ft or more)	*$55.00*
New Construction	*$0.11 per sq. ft*

Such plan-checking fee is in addition to the building permit fee.

Section 3. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. The City Secretary of the City of Laredo is hereby directed to publish the proposed Ordinance as required by Section 2.09 of the Charter of the City of Laredo.

Section 6. The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

Section 7. This Ordinance shall become effective September 1, 2019.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF_____2019.

_____

PETE SAENZ
MAYOR

ATTESTED:

_____

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY

BY:_____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances **32.**

City Council-Regular
Meeting Date: 08/05/2019
Staff Source: Kristina L. Hale, City Attorney, Riazul Mia, Utilities Director

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SUBJECT
2019-O-103 Amending Chapter 31, (Utilities), Article III (water) Division 3 (rates and charges), of the City's Code of Ordinances related to the establishment of a new rate schedule for different categories of wastewater effluent sales; providing a savings clause; providing a severability clause; providing a penalty provision and providing an effective date.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
N/A

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
N/A

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact.

Attachments

Ordinance

ORDINANCE NO. 2019-O-___

AN ORDINANCE AMENDING CHAPTER 31, (UTILITIES), ARTICLE III (WATER) DIVISION 3 (RATES AND CHARGES), OF THE CITY'S CODE OF ORDINANCES RELATED TO THE ESTABLISHMENT OF A NEW RATE SCHEDULE FOR DIFFERENT CATEGORIES OF WASTEWATER EFFLUENT SALES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY PROVISION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the water system continues to provide the necessary services to assure that the water system continues to provide the highest level of services to our customers; and

WHEREAS, City council values the quality of life and is dedicated to providing that and the recreational use of effluent will provide an incentive to reuse this effluent against the treated drinking water.

WHEREAS, the Utilities Department has determined there is a need for a simpler process in order to track these accounts to ensure that customers are complying with the process and the City is billing the required services; and

WHEREAS, there is a need for reuse of wastewater effluent and establish a rate, to reduce the acquisitions of additional water rights to meet future demands.

WHEREAS, it is important to ensure that governments can acquire wastewater effluent at an affordable rate to better serve its residents.

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

Section 1. The City of Laredo Code of Ordinances, Chapter 31, Articles II and III is hereby amended as follows:

ARTICLE II. - SEWERS AND SEWAGE DISPOSAL

DIVISION 1. - GENERALLY

Sec. 31-16. - Definitions.

As used in this article and as defined below, all terms in this section are as defined in Title 40 Code of Federal Regulations, Part 403 which is adopted hereby and incorporated by reference herein and a copy of which shall be maintained in the office of the city secretary:

Abnormal industrial waste means any industrial waste having a TSS, COD, or BOD content in excess of that found in normal waste, but which is otherwise acceptable into a sanitary sewer under the terms of this article.

Apartment house means a collection of family residences grouped together in one (1) building, each family residence being a section of such building.

Approved methods means the analytical procedures published by the U.S. Environmental Protection Agency in 40 CFR 136.

Approving authority means the U.S. Environmental Protection Agency and/or TCEQ.

Best management practices (BMPs) means scheduled activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the amount of pollution entering the sanitary sewer system.

Boarding house means a place where one obtains food or lodging, or both, in another's house for a stipulated price.

BOD (biochemical oxygen demand) means the quantity of oxygen by weight, expressed in mg/l, utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five (5) days at a temperature of twenty (20) degrees Centigrade.

Building sewer means the extension from the building drain to the public sewer or other place of disposal (also called house lateral and house connection).

Bypass means the intentional diversion of waste streams from any portion of an industrial user's treatment facility.

City means the city or any authorized person acting in its behalf.

COD (chemical oxygen demand) means measure of the oxygen consuming capacity of inorganic and organic matter present in the water or wastewater expressed in mg/l as the amount of oxygen consumed from a chemical oxidant in a specific test, but not differentiating between stable and unstable organic matter and thus not necessarily correlating with biochemical oxygen demand.

Commercial customer means any structure or premises other than residential ~~or multifamily structures~~ as defined in this section and shall include the following:

(1) All retail, wholesale and industrial business establishments;

(2) All office buildings;

(3) Professional businesses and service businesses;

(4) Hotels, motels, inns, rooming houses, boardinghouses, whether private, public or quasi-public;

(5) Hospitals, whether public or private, charitable or otherwise;

(6) Fraternal organizations, public or private clubs, associations or organizations, and whether profit or nonprofit;

(7) All other charitable and/or tax-supported organizations;

(8) Church-related hall or church-related school, whether on the same or on different premises as the church to which affiliated; and

(9) All operations that manufactures, packages, prepares, provides, serves, or makes available any food or meals.

(10) Any and all other types or forms of public or private concerns, organizations or institutions not otherwise herein provided for.

Comminuted garbage means garbage that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in sanitary sewers, with no particle greater than one-half (½) inch in any dimension.

Connection means each and every joining of a sewer line leading from any building or structure with a part of the sanitary sewer system of the city; provided that, if there are two (2) or more buildings or structures on the same lot or adjoining lots and their respective sewer lines join on such lot or either adjoining lot and then one line joins the sanitary sewer system of the city, each such building or structure shall be considered as having a separate connection to the sanitary sewer system of the city.

Control manhole means a manhole giving access to a building sewer at some point before the building sewer discharge mixes with other discharges in the public sewer.

Control point means a point of access to a course of discharge before the discharge mixes with other discharges in the public sewer.

Director means the director of the city utilities department (or other official designated by the city manager) or the director's authorized representative, unless otherwise specified.

Drainage water means storm water; roof run-off water; subsurface and subsoil uncontaminated drainage water; drainage from down spouts; water from yard drains; water from fountains, ponds and swimming pools; water from lawn sprays, rainwater leaders, and areaways, and overflows from cisterns and water tanks.

E.P.A. (Environmental Protection Agency) means the U.S. Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the administrator or other duly authorized official of that agency.

Family means any number of individuals living together as a single household unit.

Fats, oils, or grease (FOGs) means organic polar compounds derived from animal and/or plant source that contain multiple carbon chain triglyceride molecules. All are sometimes referred to herein as “grease” or “greases".

FPE or FPEs is a food processing establishment(s) where food for human consumptions is manufactured or packed.

FSE or FSEs is a food service establishment(s) that prepares, provides, serves, or makes available for human consumption meals, or any food.

Garbage means animal and vegetable wastes and residue from preparation, cooking and dispensing of food; and from the handling, processing, storage and sale of food products and produce.

Grab sample means a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

Grease trap/interceptor means a device designated to use differences in specific gravities to separate and retain light density liquids, waterborne fats, oils, and greases prior to the wastewater entering the sanitary sewer collection system. These devices also serve to collect settleable solids, generated by and from food preparation activities, prior to the water exiting the trap/interceptor and entering the sanitary sewer collection system.

Hazardous waste means those substances which if otherwise disposed of would be hazardous waste as set forth in 40 CFR 261.

Holding tank waste means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum pump tank trucks.

Illegal connection means any connection between the water tap and the home, business or irrigation system not using a city-issued or approved meter.

Industrial user means a source of indirect discharge which does not constitute a "discharge of pollutants" under regulations issued pursuant to Section 402 of the Act.

Industrial or high strength wastes means liquids or other character of wastes resulting from any commercial, manufacturing or industrial operations or processes that in strength concentration or character exceeds normal domestic sanitary sewage.

Industrial waste or high strength surcharge means the charge made on those operations who discharge industrial or high strength wastes into the city's sewage system.

Industrial waste permit means a permit to deposit or discharge industrial waste into the sanitary sewer. The permit charge is to cover the cost to issue the permit and to inspect the

facility. This permit shall not grant a waiver to allow discharge of any wastes that exceed the limits or violate the requirements of this article.

Milligrams per liter (mg/l) means the same as parts per million and is a weight-to-volume ratio; the milligram per liter value multiplied by the factor eight and thirty-four one-hundredths (8.34) shall be equivalent to pounds per million gallons of water.

Multi-family customer means the owner or occupant of property containing multiple family dwelling units*, except for those meeting the definition of Residential, below*. ~~composed of more than one (1) unit being serviced by one (1) water meter.~~

Natural outlet means any outlet into a watercourse, ditch, lake, or other body of surface water or groundwater.

NELAC means National Environmental Laboratory Accreditation Conference and is a cooperative association of states and federal agencies, formed to establish and promote mutually acceptable performance standards for the operations of environmental laboratories. The standards cover both analytical testing of environmental samples and the laboratory accreditation process.

Normal domestic wastewater means wastewater excluding industrial wastewater discharged by a person or operation into sanitary sewers and in which the average concentration of TSS is not more than two hundred fifty (250) mg/l and BOD is not more than two hundred fifty (250) mg/l.

Overload means the imposition of organic or hydraulic loading on a treatment facility in excess of its engineered design capacity.

Person means any individual, business entity, partnership, corporation, governmental agency, political subdivision, or any other legal entity.

pH means the logarithm (base 10) of the reciprocal of the hydrogen ion concentration.

Public sewer means pipe or conduit carrying wastewater or unpolluted drainage in which owners of abutting properties shall have the use, subject to control by the city.

Receiving stream means the waterway into which a wastewater treatment plant, operated by the city, discharges the treated effluent.

Residential connection means *a single or multi-family dwelling unit containing two (2) or fewer family units.* ~~connection served by one (1) water meter and used primarily as living quarters for a family. A building with living quarters located on the same premises and used by the owner or occupant for family purposes shall not be considered a separate living unit.; provided however, that, if rental money is received from more than one (1) such unit, the same shall not be considered a residential connection, it will be a multi-family customer.~~

Rooming house means a house or building where there are two (2) or more bedrooms rented to persons for lodging.

Sanitary convenience means any plumbing fixture (except for a food waste disposal unit) not required to have a sand and/or grease trap (interceptor) according to provisions of the plumbing code.

Sanitary sewage means the waste from water closets, urinals, lavatories, sinks, bath tubs, showers, household laundries, basement floor drains, garage floor drains, store rooms, soda fountains, cuspidors, refrigerator drips, fountain and stable floor drains and all other similar fixtures and receptacles that discharge wastes into the sewerage system.

Sanitary sewer means a public sewer that conveys domestic wastewater or industrial wastes or a combination of both, and into which storm water, surface water, groundwater, and other unpolluted wastes are not intentionally passed.

Shall and *may* are differentiated by the term "shall" understood to be mandatory. The use "may" is understood to be permissive.

Slug means any discharge of water, wastewater, or industrial waste which in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.

Standard methods means the examination and analytical procedures set forth in the latest edition, at the time of analysis, of "Standard Methods for the Examination of Water and Wastewater" as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

Storm sewer means a public sewer which carries storm and surface waters and drainage and into which domestic wastewater or industrial wastes are not intentionally passed.

Stormwater means rainfall or any other forms of precipitation.

Suspended solids means solids measured in mg/l that either float on the surface of, or are in suspension in, water, wastewater, or other liquids, and which are largely removable by a laboratory filtration device.

To discharge includes to deposit, conduct, drain, emit, throw, run, allow to seep, or otherwise release or dispose of, or to allow, permit, or suffer any of these acts or omissions.

Treatment plant upset means an inhibition or disruption of the treatment plant, its treatment processes or operations, or its sludge processes, use or disposal which is a cause of or significantly contributes to:

(1) A violation of any requirement of the city's TPDES ~~NPDES~~ permit (including an increase in the magnitude or duration of a violation);

(2) The prevention of sewage sludge use or disposal by the treatment plant in accordance with all applicable federal and state laws and regulations and city ordinances;

(3) A decrease in the quality of the effluent being discharged from the treatment plant; or

(4) A decrease in the performance of the treatment plant processes or operations.

Unpolluted wastewater means water containing:

(1) No free or emulsified grease or oil;

(2) No acids or alkalis;

(3) No phenols or other substances producing taste or odor in receiving water;

(4) No toxic or poisonous substances in suspension, colloidal state, or solution;

(5) No noxious or otherwise obnoxious or odorous gases;

(6) No more than ten (10) mg/l each of suspended solids and BOD; and

(7) Color not exceeding fifty (50) units as measured by the Platinum-Cobalt method of determination as specified in "Standard Methods."

Waste means rejected, unutilized or superfluous substances in liquid, gaseous, or solid form resulting from domestic, agricultural, or industrial activities.

Wastewater means a combination of the water-carried waste from residences, business buildings, institutions, and industrial establishments, together with any ground, surface and stormwater that may be present.

Wastewater Effluent means final discharge from a permitted wastewater treatment plant. Because of the Federal Clean Water Act, the requirements for the treatment of the water is set on a plant-by-plant basis determined by the Texas Pollutant Discharge Elimination System (TPDES) permit. The majority of effluent is discharged into a body of water, but it also could be used in irrigation based on permit modification by the TCEQ.

Wastewater facilities includes all facilities for collection, pumping, treating, and disposing of wastewater and industrial wastes.

Wastewater service charge means the charge on all industrial users of the public sewer system whose wastes do not exceed in strength the concentration values established as representative of normal wastewater.

Wastewater treatment plant means any city-owned facilities, devices, and structures used for receiving, processing and treating wastewater, industrial waste, and sludge's from the sanitary sewers.

Watercourse means a natural or manmade channel in which a flow of water occurs, either continuously or intermittently.

Sec. 31-139. - Bulk water *and Wastewater effluent* rates.

Sec. 31-139.1 Bulk water:

Bulk water is potable water and is used in residential and commercial construction for the testing of the water lines.

(a) General requirements.

(1) Without prior permission of the utilities department, no water may be removed from the city water system, except by the city fire department for firefighting purposes or the city water department.

(2) No water shall be removed from the city water system unless it is dispensed by a device approved by the city.

(3) The city makes no guarantees regarding the quality of water after it leaves the city water system, and persons purchasing bulk water agree to hold the city harmless regarding water quality if it is removed from the city's water system.

(4) The utilities director or his designee may at any time halt the sale of bulk water.

(b) Bulk water categories and rates. Thirty dollar ($30.00) administrative fee.

Potable water category (rate per 1,000 gallons up to 53,750 gallons) ..... $ 8.00

Anything above the fifty-three thousand seven hundred fifty (53,750) gallons will be charged as commercial water rates as established in water rates, section 31-138.

~~Effluent water category (rate per 1,000 gallons) ..... $ 4.00~~

Sec. 31-139.2 Wastewater Effluent:

(a) *Wastewater Effluent means final discharge from a permitted wastewater treatment plant. Because of the Federal Clean Water Act, the requirements for the treatment of the water is set on a plant-by-plant basis determined by the Texas Pollutant Discharge Elimination System (TPDES) permit. The majority of effluent is discharged into a body of water, but it also could be used in irrigation based on permit modification by the TCEQ.*

(b) *Wastewater effluent to be used for recreational use with a signed contract with the cityEffluent water category (rate per 1,000 gallons) ..... $ 0.12/1000 Gallons.*

(c) *At the discretion of the City, charges for wastewater effluent may be waived or set at a lower price than the $0.12/1000 gallons stated in this section for other government entities.*

(d) *Rate will increase yearly by two percent (2%) on October 1st , of every year or higher as approved by the City Council through Ordinance.*

Section 2. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

Section 3. The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent or in with conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent.

Section 4. This Ordinance shall become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Laredo.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS DAY _____ OF 2019.

_____

PETE SAENZ MAYOR

ATTESTED:

_____

JOSE A. VALDEZ, JR. CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE CITY ATTORNEY

BY:_____

XAVIER A. CHARLES
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances 33.

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

2019-O-104 Ratifying the execution of a contract amendment from the Texas Department of State Health Services (DSHS), amending the FY 2018-2019 budget by appropriating additional revenues and expenditures in the amount of $70,000.00 for a total of $205,000.00 for the City of Laredo Health Department (CLHD) Healthy Texas Mothers and Babies Program (formerly Healthy Texas Babies) to promote maternal child health services, womens health and well-being for the term from September 1, 2018 through August 31, 2020.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On July 1, 2019, Council introduced the Ordinance.

BACKGROUND

The Texas Department of State Health Services contracts with the City of Laredo to provide public health services to residents of Laredo through the City of Laredo Health Department (CLHD). Through this partnership, the City of Laredo Health Department will coordinate the Healthy Texas Mothers and Babies Community Coalitions (HTMBCC) initiative (formerly Healthy Texas Babies Community Coalitions) and collaborate with community partners and stakeholders to strengthen local capacity and community partnerships in Webb County, to improve maternal and child prenatal and birth outcomes as well womens health services and reduce disparities in women's health and infant mortality rates towards achievement of Healthy People 2020 goals.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve this Ordinance.

Fiscal Impact

Fiscal Year: 2019
Bugeted Y/N?:

Source of Funds: DSHS

Account #: 226-6027

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The revenue account is 226-0000-323-4090 and the expenditure division is 226-6027 with Project Numbers HETB05 ($87,500.00) and HETB06 ($117,500.00).

Attachments

Contract

2019-O-104

DocuSign Envelope ID: 282BDF76-7208-4AD0-A43A-5DB09AB0916E

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000085000001
AMENDMENT NO. 2

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency" or "DSHS") and **CITY OF LAREDO HEALTH DEPARTMENT** ("Grantee"), each a "Party" and collectively the "Parties," to that certain grant contract effective February 15, 2018 and denominated DSHS Contract No. HHS000085000001 ("Contract"), now desire to further amend the Contract (Amendment No. 2).

WHEREAS, the Parties desire to amend the Contract to reflect a new name of the program to Healthy Texas Mothers and Babies Community Coalitions (HTMBCC); and

WHEREAS, the Parties desire to revise the budget and add funds for period beginning September 1, 2018, through August 31, 2020;

WHEREAS, the Parties desire to revise the Statement of Work; and

WHEREAS, this revision will result in an addition of **SEVENTY THOUSAND DOLLARS ($70,000.00**) in federal funds.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. The entirety of the Contract shall be amended so that (i) every instance where "Healthy Texas Babies Community Coalitions (HTBCC)" appears now means "Healthy Texas Mothers and Babies Community Coalitions (HTMBCC)"; and (ii) every instance where "Healthy Texas Babies (HTB)" appears now means "Healthy Texas Mothers and Babies (HTMB)".

2. **SECTION IV** of the Contract Signature Document, **BUDGET**, is deleted in its entirety and replaced with the following:

   The total amount of this Contract will not exceed **TWO HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS ($255,625.00)** in federal funds. All expenditures under the Contract, as amended, will be in accordance with **ATTACHMENTS B-2**.

3. **SECTIONS I(B) and (C)** of the **ATTACHMENT A**, **STATEMENT OF WORK**, are deleted in their entirety and replaced with the following:

   B. Conduct ongoing data gathering, data analysis, and a needs assessment of the local community. These analyses will include:
      1. Target population demographics, geographic, socio-economic data, fetal, maternal and infant health and mortality data, racial/ethnic disparities, and community health drivers and health status information;

      2. Rapid assessment of relevant community perinatal knowledge, attitudes and

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practices;
3. Gaps, barriers and strengths of local health systems, services and provider characteristics; and
4. Perinatal periods of risk analysis.

C. Carry out ongoing analysis and appraisal of community and HTMBCC stakeholders, members and partners which includes assessment of:
1. Organizational capacity of partners;
2. Levels of commitment;
3. Operational strengths and potential areas of contribution to HTMBCC goals;
4. Opportunities for engagement of new and non-traditional partners; and
5. Current locally implemented strategies and interventions relevant to infant mortality.

4. SECTION I(F) of **ATTACHMENT A, STATEMENT OF WORK,** is deleted in its entirety and replaced with the following:

F. Work with System Agency and other HTMB contractors to participate in and support local capacity and commitment building activities by:
1. Coordinating periodic HTMBCC meetings to provide a forum to discuss data, maternal and infant health priorities and strategies;
2. Obtaining input and feedback from stakeholders as part of the planning implementation and evaluation of the HTMBCC strategic plan;
3. Coordinating HTMBCC stakeholder participation in webinars, trainings, collaborative learning forums and events;
4. Strengthening and expanding community partnerships by recruiting and engaging members; developing and defining member roles; expanding and strengthening coordination and collaboration among partners; and
5. Providing information to and dissemination channels for documentation of best practices, success stories, HTMBCC dashboards, news from the field and other relevant updates and events.

5. THE ATTACHMENT A, STATEMENT OF WORK, is amended to add the following:

H. Coordinate analysis of a local woman's, maternal and infant health communication strategies to reach, communicate with, and motivate engagement of local target and influencing audiences to address health issues that are prioritized for strategic action by:
1. Identifying and engaging HTMBCC stakeholders and local partners for collaboration;
2. Gathering or updating information to develop:
i. Situational analyses to understand, describe and identify locally specific and relevant health issues prioritized through strategic planning;
ii. Audience analyses to describe the priority and influencing audiences and the knowledge, attitude and practices of the target population as it relates to the specific health issues identified;

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iii. Program analyses to describe key factors that influence the HTMBCC's approach and context for actions to address the specific health issues identified; and

3. Using analyses to incorporate locally specific communication strategies for the priority health issues identified in the HTMBCC strategic plan activities (Section E of Attachment A, Statement of Work) for improved maternal and infant health outcomes and specifically addressing the disparities in these outcomes; and in congruence with System Agency's HTMB framework and focus.

I. Assess alignment of preconception peer education activities with the local HTMB Community Coalition strategic plan activities for improved maternal and infant health outcomes by:

1. Reviewing and assessing peer-educator training curriculum and implementation strategies, identified in coordination with System Agency, for the purpose of training college students to become peer educators for members of their community on the importance of preconception health, seeking regular preventive care, having a reproductive life plan, and the impact of social determinants of health on their wellbeing;
2. Identifying and engaging local partners, colleges and universities to assess opportunities and potential implementation strategies in the planning and development of the preconception peer education effort; and
3. Integrating preconception peer education strategies, as appropriate with local HTMBCC strategic plan activities (Section E of Attachment A, Statement of Work) for improved maternal and infant health outcomes and specifically addressing the disparities in these outcomes; and in congruence with System Agency's HTMB framework and focus.

6. This Amendment No. 2 shall be effective upon execution.

7. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, shall remain in full force and effect. In the event of a conflict between the Contract and the terms of this Amendment, the terms of this Amendment shall control.

8. Any further revisions to the Contract shall be by written agreement of the Parties.

9. Any undefined capitalized terms used in this Amendment No. 2 shall have the meanings ascribed such terms in the Contract, as amended.

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: 282BDF76-7208-4AD0-A43A-5DB09AB0916E

SIGNATURE PAGE FOR AMENDMENT NO. 2
DSHS CONTRACT NO. HHS000085000001

DEPARTMENT OF STATE HEALTH SERVICES

DocuSigned by:
Manda Hall, M.D
202CEA5A9C164E2...

Manda Hall, M.D

Associate Commissioner, Community Health Improvement

May 20, 2019

CITY OF LAREDO HEALTH DEPARTMENT

DocuSigned by:
Rosario Cabello
02A65EA7AB6B443...

Rosario Cabello

Co-Interim City Manager

Date of Execution: May 20, 2019

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT B -2- BUDGET

DocuSign Envelope ID: 282BDF76-7208-4AD0-A43A-5DB09AB0916E

ATTACHMENT B-2
BUDGET

Budget Categories	Fiscal Year 2019 Budget Summary	Fiscal Year 2020 Budget Summary	Total Budget Summary
Personnel	$40,738.00	$41,325.00	$82,063.00
Fringe Benefits	$19,311.00	$19,523.00	$38,834.00
Travel	$1,055.00	$1,038.00	$2,093.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$3,002.00	$3,002.00
Contractual	$20,000.00	$45,660.00	$65,660.00
Other	$6,396.00	$6,952.00	$13,348.00
Sum of Direct Costs	$87,500.00	$117,500.00	$205,000.00
Indirect Costs	$0.00	$0.00	$0.00
Sum of Total Direct Costs and Indirect Costs	$87,500.00	$117,500.00	$205,000.00
TOTAL	$87,500.00	$117,500.00	$205,000.00

ORDINANCE 2019-O-104

RATIFYING THE EXECUTION OF A CONTRACT AMENDMENT FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS), AMENDING THE FY 2018-2019 BUDGET BY APPROPRIATING ADDITIONAL REVENUES AND EXPENDITURES IN THE AMOUNT OF $70,000.00 FOR A TOTAL OF $205,000.00 FOR THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) HEALTHY TEXAS MOTHERS AND BABIES PROGRAM (FORMERLY HEALTHY TEXAS BABIES) FOR THE TERM FROM SEPTEMBER 1, 2018 THROUGH AUGUST 31, 2020.

WHEREAS, the Texas Department of State Health Services contracts with the City of Laredo to provide public health services to residents of Laredo through the City of Laredo Health Department (CLHD); and

WHEREAS, through this partnership, the City of Laredo Health Department will coordinate the Healthy Texas Mothers and Babies Community Coalitions (HTMBCC) initiative (formerly Healthy Texas Babies Community Coalitions) and collaborate with community partners and stakeholders to strengthen local capacity and community partnerships in Webb County, and to improve birth outcomes and reduce disparities in infant mortality rates towards achievement of Healthy People 2020 goals.

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

Section 1: The Co-Interim City Managers are hereby authorized to ratify and execute a contract amendment from the Texas Department of State Health Services (DSHS), amending the FY 2018-2019 budget by appropriating additional revenues and expenditures in the amount of $70,000.00 for a total of $205,000.00 for the City of Laredo Health Department (CLHD) Healthy Texas Mothers and Babies Program (formerly Healthy Texas Babies) for the term from September 1, 2018 through August 31, 2020.

Section 2: The revenue account is 226-0000-323-4090 and the expenditure division is 226-6027 with Project Numbers HETB05 ($87,500.00) and HETB06 ($117,500.00).

Section 4: The Co-Interim City Managers are hereby authorized to make transfers within the budget as allowable under the General Provisions as set forth by the Texas Department of State Health Services to meet the necessary costs to accomplish the scope of work for the project.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA K. LAUREL HALE
CITY ATTORNEY

_____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: J. K. Snideman

SUBJECT

2019-O-105 Authorizing the Co-Interim City Managers to execute an Interlocal Agreement between the City of Laredo (City), the Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA), and the Webb County Drainage District No. 1 (Drainage District) for the development of a new arterial road, as further identified in attached Exhibits 3 and 4, extending from the intersection of Loop 20 (Cuatro Vientos Road) and Los Presidentes Avenue to its intersection with the extension of Concord Hills Boulevard. Also authorizing the Co-Interim City Managers to amend the FY2018-2019 Capital Grants Fund Budget by appropriating the estimated total project cost of $3,070,000.00, which will include: design, permitting, construction, construction oversight, Federal Emergency Management Agency ("FEMA") coordination, and environmental clearance. The Laredo District of the Texas Department of Transportation ("TxDOT") has committed to construct acceleration and deceleration lanes on Loop 20 (Cuatro Vientos Road), which will provide access to the project, at a cost of approximately $730,000.00. Contributions toward the total estimated $3,070,000.00 project cost are as follows: $1,400,000.00 by the City, $600,000.00 by the Drainage District, and $1,070,000.00 by the WC-CL RMA. Funding is available in the Capital Grants Fund.

PREVIOUS COUNCIL ACTION

On August 13th, 2018, the City Council approved a motion allocating $1,400,000.00 toward the development costs of the project. On July 1st, 2019, Council approved the introduction of the item.

BACKGROUND

The City of Laredo, the Webb County Drainage District #1, and the Webb County-City of Laredo Regional Mobility Authority have mutually agreed that the construction of new arterial road, as identified is Exhibit 3 -Conceptual Arterial Connection, and Exhibit 4 - Typical Cross Section, extending from the intersection of Loop 20 (Cuatro Vientos Road) and Los Presidentes Avenue to its intersection with the extension of Concord Hills Boulevard will benefit the residents of the City of Laredo, and Webb County by increasing mobility and improving drainage in the South Texas region. The total project cost of $3,070,00.00 shall include the design, permitting, construction, construction oversight, Federal Emergency Management Agency ("FEMA") coordination, and environmental clearance for the project. The Laredo

District of the Texas Department of Transportation (“TxDOT”) has committed to construct acceleration and deceleration lanes on Loop 20 (Cuatro Vientos Road), which will provide access to the Project, at a cost of approximately $730,000.00, exclusive of the project costs.

The road is proposed to be a 4 lane, modified major arterial, of 100 foot right of way. (See attached exihbit 4 for typical section)

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	N
Source of Funds:	Interlocal Agreement
Account #:	
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

LOS PRESIDENTES (CUATRO VIENTOS TO CONCORD HILLS) ARTERIAL ROAD PROJECT

	ACCOUNT #	Annual Appropriation	AMENDMENT	Amended Annual Appropriation
REVENUE:				
WC-CL RMA	458-2663-372-1000	0	1,070,000	1,070,000
DRAINAGE DISTRICT	458-2663-372-1000	0	600,000	600,000
TRANSFER IN - 2018 CO	458-2663-393-0472	0	1,400,000	1,400,000
EXPENSE:				
LOS PRESIDENTES ARTERIAL ROAD	458-2663-525-9301	0	0	0
			TOTAL	3,070,000

Attachments

ORD - LOS PRESIDENTES

INTERLOCAL AGRMT - LOS PRESIDENTES

conceptual arterial connection

typical cross section

ORDINANCE NO. 2019-O-105

Authorizing the Co-Interim City Managers to execute an Interlocal Agreement between the City of Laredo (City), the Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA), and the Webb County Drainage District No. 1 (Drainage District) for the development of a new arterial road, as further identified in attached Exhibits 3 and 4, extending from the intersection of Loop 20 (Cuatro Vientos Road) and Los Presidentes Avenue to its intersection with the extension of Concord Hills Boulevard. Also authorizing the Co-Interim City Managers to amend the FY2018-2019 Capital Grants Fund Budget by appropriating the estimated total project cost of $3,070,000, which will include: design, permitting, construction, construction oversight, Federal Emergency Management Agency ("FEMA") coordination, and environmental clearance. The Laredo District of the Texas Department of Transportation ("TxDOT") has committed to construct acceleration and deceleration lanes on Loop 20 (Cuatro Vientos Road), which will provide access to the project, at a cost of approximately $730,000.00. Contributions toward the total estimated $3,070,000 project cost are as follows: $1,400,000 by the City, $600,000 by the Drainage District, and $1,070,000 by the WC-CL RMA. Funding is available in the Capital Grants Fund.

WHEREAS, the City of Laredo continues to experience unprecedented growth in population, trade, industry, tourism and economic development; and,

WHEREAS, traffic congestion is a persistent infrastructure challenge in Laredo which affects the safety and quality of life of its residents; and,

WHEREAS, the City is a home rule city and municipal corporation; and,

WHEREAS, the WC-CL RMA is a regional mobility authority created pursuant to the request of Webb County and the City of Laredo and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE §§ 26.1, *et seq.* (the "RMA Rules"), and is a body politic and corporate and political subdivision of the State of Texas; and,

WHEREAS, the Parties are pursuing development of a new arterial road extending from the intersection of Loop 20 (Cuatro Vientos Road) and Los Presidentes Avenue to Concord Hills Boulevard, such project also including the southern extension of Concord Hills Boulevard (the "Project"), as the Parties mutually agree that the project will benefit the residents of the City of Laredo and Webb County by increasing mobility and improving drainage in the south Texas region; and,

WHEREAS, HNTB Corporation ("HNTB"), as general engineering consultant to the WC-CL RMA, estimates that the total project cost for design, permitting, construction, construction oversight, Federal Emergency Management Agency ("FEMA") coordination, and environmental clearance of the Project is approximately $3,070,000.00 (the "Development Costs"); and,

WHEREAS, the Laredo District of the Texas Department of Transportation ("TxDOT") has committed to construct acceleration and deceleration lanes on Loop 20 (Cuatro Vientos Road), which will provide access to the Project, at a cost of approximately $730,000.00, exclusive of the Development Costs (the "TxDOT Project"); and,

WHEREAS, on August 13, 2018, the City Council of the City approved a motion to allocate $1,400,000.00 toward the Development Costs; and,

WHEREAS, the Parties desire to contribute the funds needed to finance the project and to define the responsibilities and obligations related to the development and construction of the Project.

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

Section 1: Authorizes the Co-Interim City Managers to execute an Interlocal Agreement between the City of Laredo (City), the Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA), and the Webb County Drainage District No. 1 (Drainage District) for the development of a new arterial road, as further identified in attached Exhibits 3 and 4, extending from the intersection of Loop 20 (Cuatro Vientos Road) and Los Presidentes Avenue, to its intersection with the extension of Concord Hills Boulevard.

Section 2: The Co-Interim City Managers are also authorized to amend the FY2018-2019 Capital Grants Fund Budget by appropriating the estimated total project cost of $3,070,000, which will include: design, permitting, construction, construction oversight, Federal Emergency Management Agency ("FEMA") coordination, and environmental clearance.

Section 3: The following line items shall be increased accordingly:

LOS PRESIDENTES (CUATRO VIENTOS TO CONCORD HILLS) ARTERIAL ROAD PROJECT

	ACCOUNT #	Annual Appropriation	AMENDMENT	Amended Annual Appropriation
REVENUE:				
WC-CL RMA	458-2663-372-1000	0	1,070,000	1,070,000
DRAINAGE DISTRICT	458-2663-372-1000	0	600,000	600,000
TRANSFER IN - 2018 CO	458-2663-393-0472	0	1,400,000	1,400,000
EXPENSE:				
LOS PRESIDENTES ARTERIAL ROAD	458-2663-525-9301	0	0	0
			TOTAL	3,070,000

Section 4: This ordinance shall be published in the manner provided by Section 2.90 (D) of the Charter of the City of Laredo.

Section 5: This ordinance shall become effective as and from the date of publications specified in Section 3.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS_____ DAY OF _____ 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

INTERLOCAL AGREEMENT
Los Presidentes Project (Cuatro Vientos to Concord Hills)

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into effective as of the __ day of _____, 2019, by and between the Webb County–City Of Laredo Regional Mobility Authority (the "WC-CL RMA"); the City of Laredo (the "City"); and the Webb County Drainage District No. 1 (the "Drainage District") (collectively, the "Parties," and each individually, a "Party").

WITNESSETH:

WHEREAS, the WC-CL RMA is a regional mobility authority created pursuant to the request of Webb County and the City of Laredo and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE §§ 26.1, *et seq.* (the "RMA Rules"), and is a body politic and corporate and political subdivision of the State of Texas; and

WHEREAS, the City is a home rule city and municipal corporation; and

WHEREAS, the Drainage District is a political subdivision of the State created pursuant to Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 56 of the Texas Water Code by the Webb County Commissioners Court after a petition was presented to the Commissioners Court followed by a confirmation election on November 7, 1995; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the Transportation Code provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, the Parties are pursuing development of a new arterial road extending from the intersection of Loop 20 (Cuatro Vientos Road) and Los Presidentes Avenue to Concord Hills Boulevard, such project also including the southern extension of Concord Hills Boulevard (the "Project"); and

WHEREAS, HNTB Corporation ("HNTB"), as general engineering consultant to the WC-CL RMA, estimates that the total project cost for design, permitting, construction, construction oversight, Federal Emergency Management Agency ("FEMA") coordination, and environmental clearance of the Project is approximately $3,070,000.00 (the "Development Costs"); and

WHEREAS, the Laredo District of the Texas Department of Transportation ("TxDOT") has committed to construct acceleration and deceleration lanes on Loop 20 (Cuatro Vientos Road), which will provide access to the Project, at a cost of approximately $730,000.00, exclusive of the Development Costs (the "TxDOT Project"); and

WHEREAS, the Parties desire to contribute the funds needed to finance the Development Costs and to define the responsibilities and obligations related to the development and construction of the Project; and

WHEREAS, on August 13, 2018, the City Council of the City approved a motion to allocate $1,400,000.00 toward the Development Costs; and

WHEREAS, on _____, 2019, in Resolution No. ____, the WC-CL RMA approved a resolution committing $1,070,000.00 toward the Development Costs; and

WHEREAS, on January 17, 2019, the Drainage District approved a resolution committing $600,000.00 toward the Development Costs for drainage purposes only; and

WHEREAS, the Parties agree that the development of the Project will benefit the residents of the City of Laredo and Webb County by increasing mobility and improving drainage in the South Texas region.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I.
FINDINGS

Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved by each party.

II.
ACTIONS

1. Funding Commitment. The Parties shall each provide funding for the Project in the total amount of $3,070,000.00 (the "Funding Commitment").

Funding Commitment	
Agency	Commitment
City of Laredo	$ 1,400,000.00
Webb County Drainage District No. 1	$ 600,000.00
Webb County City of Laredo Regional Mobility Authority	$ 1,070,000.00
Total	**$ 3,070,000.00**

Table 1 – Funding Commitment

The allocation of the Funding Commitment between the Parties shall include the following not-to-exceed amounts by each Party: (1) $1,400,000.00 by the City; (2) $1,070,000.00 by the WC-

CL RMA; and (3) $600,000.00 by the Drainage District. The Funding Commitment is not a joint and several obligation of the Parties; each Party is only obligated for the not-to-exceed amount set forth herein. The Funding Commitments will be used by the WC-CL RMA and the City to pay the Development Costs of the Project, including project development, construction, and other associated costs as set forth in Sections 2 and 3. Each Party acknowledges the WC-CL RMA and the City will make contractual obligations related to the development and construction of the Project in reliance on the Funding Commitment and obligations set forth herein.

2. **WC-CL RMA Obligations.** The WC-CL RMA shall provide services related to development of the Project, including utility coordination, design, survey, permitting, environmental clearance, investigation, core borings, subsurface exploration, evaluation, planning and engineering services, FEMA coordination, geotechnical engineering, and some construction phase services (the "Project Development Services"). The Project Development Services shall not include responsibility for the superintendence of construction, site conditions, operations, equipment, personnel, or the maintenance of safety in the work place.

Each of the Project Development Services shall be procured by the WC-CL RMA under existing or new consultant contracts and shall be paid for directly by the WC-CL RMA to consultants under each contract. The WC-CL RMA and its consultants shall develop the plans, specifications, construction cost estimates, scheduling, and bid package preparation related to the portion of the Project extending from the Cuatro Vientos East right-of-way line to the East side of the Concord Hills Intersection, in accordance with Standards and Specifications provided by the City. The WC-CL RMA and its consultants shall develop the plans, specifications, and estimates and associated bid documents related to the Project and the TxDOT Project (the "Project Plans"). The WC-CL RMA shall provide the Project Plans for review and approval at various intervals of development (upon 30, 50, and 90 percent completion) to the City in pdf format. Once complete, the WC-CL RMA shall provide the Project Plans, which shall be a complete set of plans and specifications, signed and sealed by a licensed engineer in the State of Texas, for construction to the City and the City's contractors for letting, construction and implementation of the Project pursuant to Article III. Upon completion of the Project, the WC-CL RMA and its consultants shall prepare drawings and certified engineering reports requested by the City. The drawings will be designated as "Plan of Record" drawings and will be developed based on redlines to the contract drawings developed by the contractor. The redlines will reflect changes due to field conditions during construction.

In addition, the WC-CL RMA shall, pursuant to an agreement between the WC-CL RMA and TxDOT, provide the Project Plans to TxDOT for letting, construction, and implementation of the TxDOT Project. The WC-CL RMA shall not commence the Project Development Services until all funds that WC-CL RMA spends on Project Development Services shall be deducted from the WC-CL RMA's total commitment under the Funding Commitment. In no event shall the amount the WC-CL RMA on Project Development Services exceed twenty (20) percent of the Funding Commitment without the written approval of the Parties, in the same manner as required in Section 7(b). After all Project Development Services have been performed, or when the actual cost of the Project Development Services is conclusively established, the WC-CL RMA shall set aside the remainder of the WC-CL RMA's portion of its Funding Commitment less the actual cost of the Project Development Services (the "WC-CL RMA Balance") in order for the City to finance other costs related to the Project pursuant to Section 3 and 5. When the WC-CL RMA

Balance is established, the WC-CL RMA shall provide notice to the Parties. The WC-CL RMA shall not be obligated to pay additional funds to the City other than the WC-CL RMA Balance unless mutually agreed by the Parties in writing. The WC-CL RMA shall pay the City for certain costs up to the WC-CL RMA Balance pursuant to Section 5.

3. City Obligations. Construction services for the Project include but are not limited to letting, construction, construction oversight, and inspection services (the "Construction Services"). Prior to the performance of the Construction Services, the City shall secure all right-of-way ("ROW") necessary for the Project. It is understood that the ROW is to be donated by the respective landowners via ROW Dedication Plat through the City. The City shall provide or procure the Construction Services. The Construction Services shall not include construction of or services directly related to the TxDOT Project. Certain Construction Services shall be procured by the City. Immediately after tabulating all of the bids received for construction of the Project, the City will notify the WC-CL RMA and the Drainage District in writing of the name of the contractor selected by the City for the Project (the "Contractor") and the bid amount for the Construction Services (the "Original Bid"). The Original Bid shall not exceed a mutually agreed on price set by the Parties that considers the total Development Costs and the total Funding Commitment remaining for the Project. The Construction Services shall be paid for directly by the City to the Contractor. The City shall provide invoices to the WC-CL RMA and the Drainage District pursuant to Section 5. After the Project is accepted, the City, pursuant to its contract for Construction Services with the Contractor, will obtain a one (1) year warranty period. The City shall own, operate, and maintain the Project. The City will use best efforts to accept the project within thirty (30) days of receiving the final closing documentation.

4. Drainage District Obligations. The Drainage District shall pay all costs associated with drainage provided pursuant to the Construction Services, including construction of storm sewers, drainage inlets (curb inlets, drop inlets, etc.), culverts, and other drainage-related costs (the "Drainage Costs"). The Drainage Costs will be incurred by the City as part of the Construction Services. The Drainage District shall remit the Drainage Costs to the City pursuant to Section 5. The total Drainage Costs that the Drainage District pays to the City shall not exceed the Drainage District's not-to-exceed portion of the Funding Commitment, unless mutually agreed by the Parties in writing.

5. Delivery of Funding Commitment. The WC-CL RMA and the Drainage District shall provide reimbursement for certain costs incurred by the City in providing the Construction Services. The City shall prepare itemized invoices to the WC-CL RMA and Drainage District in order to receive payment. The WC-CL RMA and the Drainage District shall pay each approved invoice within five (5) business days. The itemized invoices shall be prepared as follows:

a. **Drainage Costs**. All Drainage Costs shall be invoiced to the Drainage District as the Drainage Costs are incurred by the City.

b. **All Other Costs for Construction Services**. The cost of Construction Services, less the Drainage Costs, shall be apportioned between the City and the WC-CL RMA. To apportion these costs, the City shall determine the ratio of the WC-CL RMA Balance, defined in Section 2, to the City's Funding Commitment (the "Construction Cost Apportionment"). The cost of Construction Services, less the

Drainage Costs, shall be divided and paid according to the Construction Cost Apportionment. As costs are incurred by the City and owed to the Contractor, the City shall invoice the WC-CL RMA using the Construction Cost Apportionment.

6. Surplus Funds. In the event any portion of the Funding Commitment is not required to administer all costs related to the performance of the Project Development Services and the Construction Services, the Parties may retain any remaining amount.

7. Change Orders. The Development Costs include a five (5) percent contingency (the "Contingency"). If the cost of performing the Construction Services exceeds the Original Bid, the following provisions shall apply:

a. **Contractor-Initiated Change Orders. Use of the Contingency**. In the event the City receives a proposed change order from the Contractor indicating that additional funds exceeding the Original Bid will be needed for Construction Services, the City will notify the WC-CL RMA and the Drainage District in writing of the proposed change order. Unless the WC-CL RMA or the Drainage District object within ten (10) business days of receipt of the written notification of the proposed change order, the City will proceed with Construction Services and invoice the WC-CL RMA and Drainage District for payment using the Contingency; provided, in no event may the total Project costs exceed the Funding Commitment or provide for the WC-CL RMA or the Drainage District to pay more than its portion of the Funding Commitment under this Agreement.

b. **Party-Initiated Change Orders**. If change orders are requested by the WC-CL RMA, the City, or the Drainage District under this Agreement, the requesting Party will submit the request to the other Parties, including all necessary documentation to prepare the change order. The non-requesting Parties must provide approval. Notwithstanding the time period to reject a proposed change order under subsection (a), Parties agree to use good faith efforts to respond to change orders within ten (10) business days after receipt of a request, or such additional period of time as may be reasonably necessary under the circumstances based on the complexity of the change order. The Parties are under no obligation to approve any change orders, and in no event shall the WC-CL RMA and the Drainage District be responsible for costs or expenses under City-initiated Change Orders that are not approved by the WC-CL RMA and the Drainage District.

c. **Costs Exceeding Funding Commitment**. If a change order results in the total Project costs exceeding the Funding Commitment, the additional amounts will be paid pro rata by each Party, except the Drainage District shall only be responsible for Drainage Costs associated with any change order. The WC-CL RMA and the Drainage District shall pay the City the additional amounts in the approved change order using the same process described in Section 5 after the approval of the Party's governing body, unless further time is required for official action to appropriate funds. In the event official action is needed, the Parties agree to present the request at the next regular or special governing board meeting.

III.
PROJECT PLANS

Assignment of Project Plans. The WC-CL RMA shall provide the Project Plans to the City and the City's contractors for letting, construction, and implementation of the Project. Upon completion of the Project Plans, an assignment agreement will be entered into under which the WC-CL RMA shall assign, in writing, to the City all of the WC-CL RMA's right, title, and interest in any of the Project Plans. The City shall assist WC-CL RMA in obtaining any consents required to assign the foregoing items to the City so that, to the extent that the WC-CL RMA assigns its rights and interests to the City, the City shall have, to the greatest extent possible, the same rights under and interests in the assigned Project Plans as the WC-CL RMA held prior to that assignment. The WC-CL RMA will not determine whether any or all of the Project Plans are accurate, complete or pertinent, or of any value. The WC-CL RMA makes no representation, warranty, or guarantee as to the accuracy, completeness, pertinence, or fitness of the Project Plans. The assignment agreement shall provide that the City acknowledges and fully accepts its responsibility for the design and construction of the Project and will release the WC-CL RMA from responsibility therefore. Upon execution of the assignment agreement, the WC-CL RMA shall not be liable to the City for the accuracy, completeness, pertinence, or fitness of the Project Plans.

IV.
GENERAL AND MISCELLANEOUS

1. Term and Termination. Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until: (a) the date the Project Development Services and the Construction Services are fully performed, final completion has occurred, and all payments have been remitted; or (b) the Parties mutually agree to terminate this Agreement. The term of the Agreement may be extended by written agreement of the Parties.

2. Notices. All notices, demands, or other requests, and other communications required or permitted under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such Party at the following addresses:

WC-CL RMA:

Webb County–City of Laredo Regional Mobility Authority
7917 McPherson Road, Suite 203
Laredo, Texas 78045
Attn: WC-CL RMA Chair

City of Laredo:

City Hall - Downtown
1110 Houston Street
Laredo, Texas 78042
Attn: City Manager

Webb County Drainage District #1:

1016 Monaco Blvd
Laredo, TX 78045-6404
Attn: Margie Arce - President

3. Prior Written Agreements. This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.

4. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of any of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by the Parties.

5. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claims on behalf of any third party. None of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

6. No Joint Enterprise. This Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the parties.

7. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by the Parties to this Agreement and authorized by their respective governing bodies.

8. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

9. Venue. The Parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Webb County, Texas.

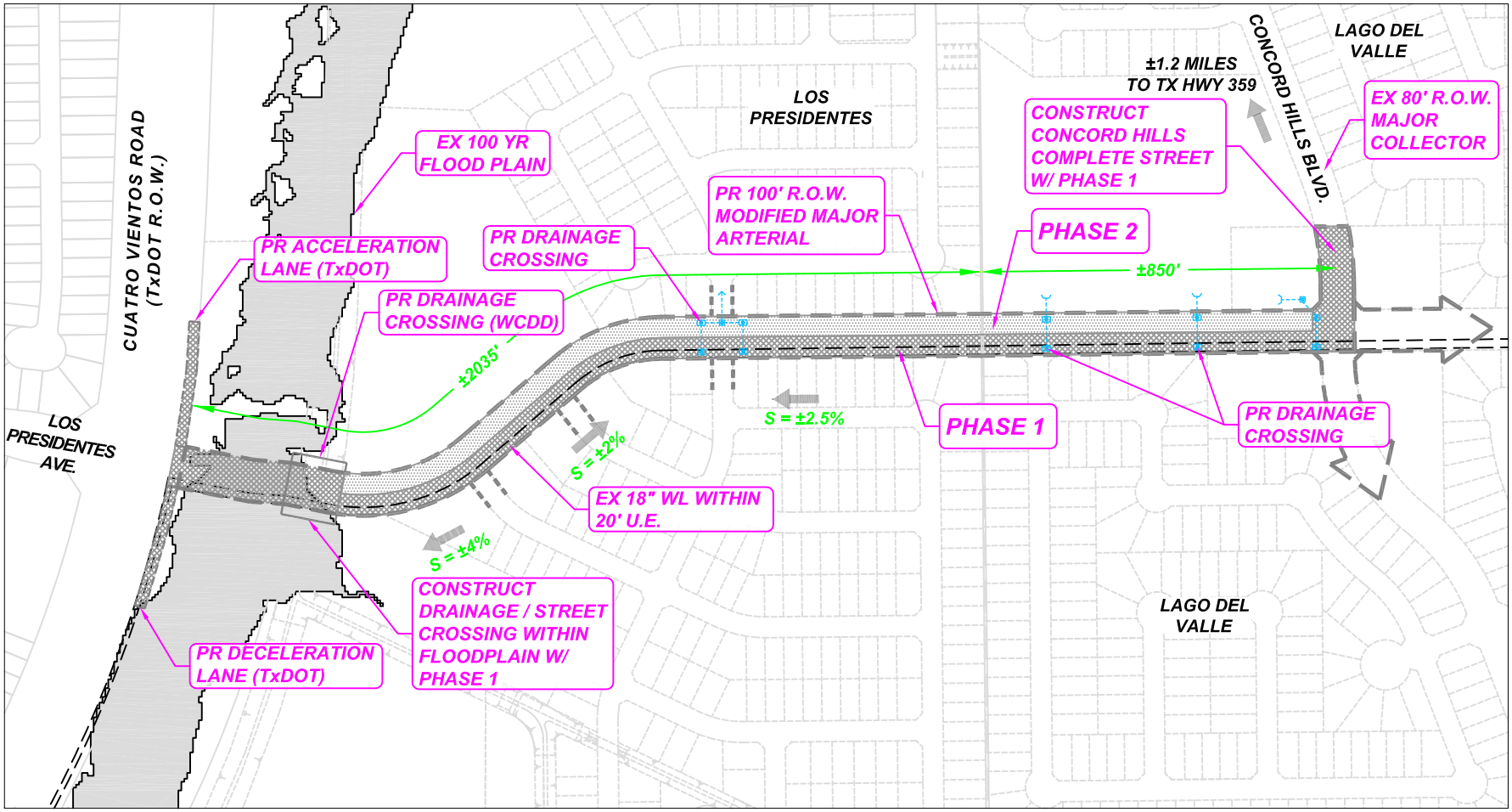
10. Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement without first obtaining the written consent of the other Parties.

11. Execution in Counterparts. This Agreement may be simultaneously executed in several

counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when all of the Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

WEBB COUNTY-CITY OF LAREDO REGIONAL MOBILITY AUTHORITY	**CITY OF LAREDO**
By:_____	By:_____ Rosario Cabello Co-Interim City Manager
WEBB COUNTY DRAINAGE DISTRICT NO. 1	**CITY OF LAREDO**
By:_____	By:_____ Robert Eads Co-Interim City Manager



N
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SCALE 1" = 400'

STATE OF TEXAS
EDWARD D. GARZA
75853
LICENSED PROFESSIONAL ENGINEER

11/27/17

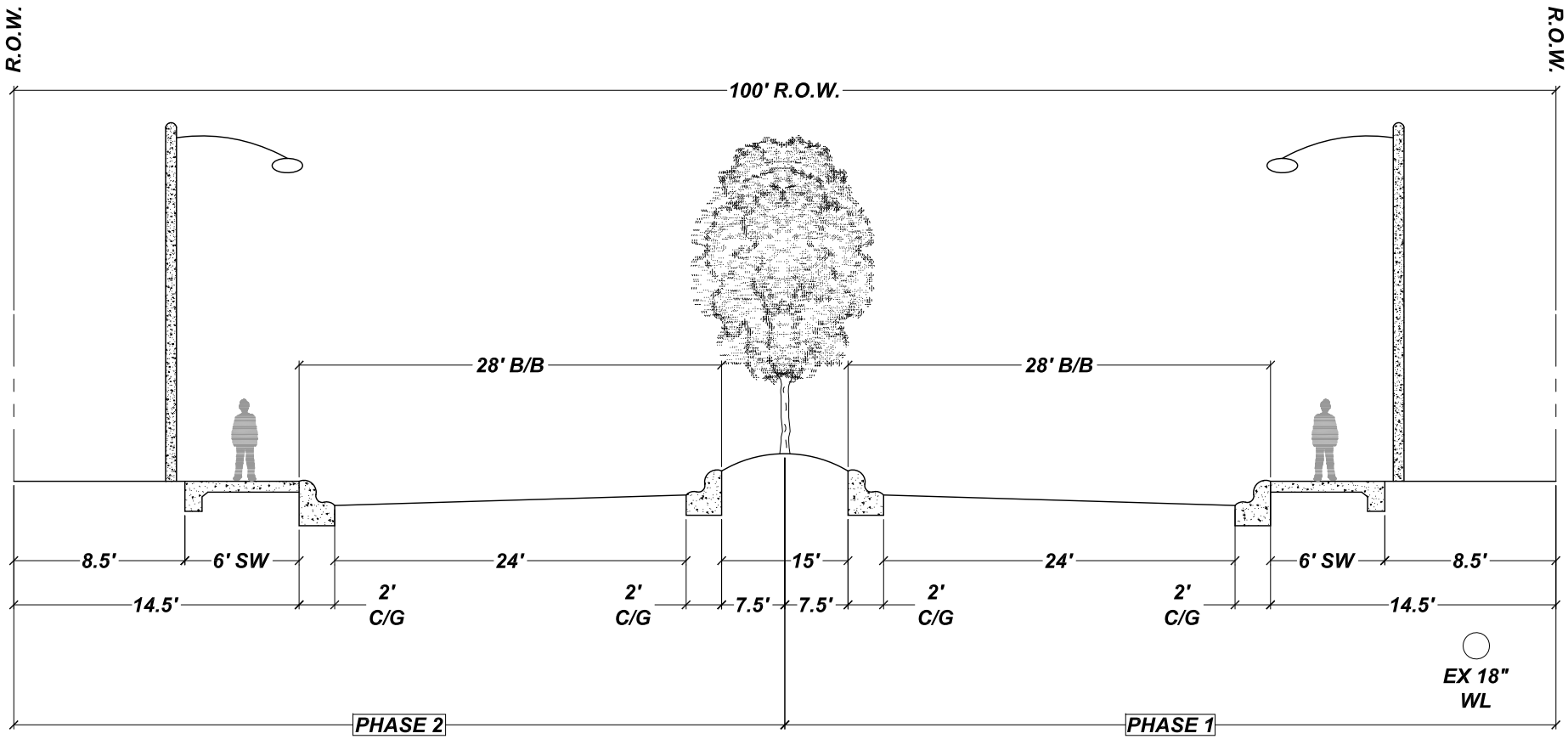
PRELIMINARY FOR INTERIM REVIEW & COMMENT

EXHIBIT 3 *Revised 11/22/17*

TxDOT/City of Laredo/WCDD

Conceptual Arterial Connection From Concord Hills Blvd. to Cuatro Vientos Rd.

CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353



STREET CROSS SECTION BASED ON
CITY OF LAREDO TRANSPORTATION PLAN

EXHIBIT 4

Revised 11/22/17

City of Laredo
100' R.O.W.
Modified Major Arterial

Typical Street Cross Section

CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE
LAREDO, TX 78041
FIRM REGISTRATION NO. F-3353
SUITE B
956-712-1996

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: J. K. Snideman

SUBJECT

2019-O-106 Authorizing the Co-Interim City Managers to execute an Interlocal Agreement between the City of Laredo (City), and the Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA), for the development of turn lanes, as further identified in attached Exhibit, to be located at the intersection of Killam Industrial Boulevard and Farm to Market Road 1472 (Mines Road). Also authorizing the Co-Interim City Managers to amend the FY2018-2019 Capital Grants Fund Budget by appropriating the estimated total project cost of $2,700,000.00, which will include design, permitting, construction, construction oversight, and environmental clearance. Killam Development, Ltd. ("Killam") has committed to donating the required right-of-way ("ROW") to the project. Contributions towards the total estimated $2,700,000.00 project cost are as follows: $1,600,000.00 by the City, and $1,100,000.00 by the WC-CL RMA.

PREVIOUS COUNCIL ACTION

On August 13, 2018, the City Council of the City approved a motion to allocate $1,600,000.00 toward the project. On July 1, 2019, the City Council approved the introduction of the item.

BACKGROUND

The City of Laredo, and the Webb County-City of Laredo Regional Mobility Authority have mutually agreed that the construction of turn lanes to be located at the intersection of Mines Road and Killam Industrial Boulevard will benefit the residents of the City of Laredo and Webb County by enhancing mobility and decreasing congestion. The total project cost of $2,700,00 shall include the design, permitting, construction, construction oversight, Federal Emergency Management Agency ("FEMA") coordination, and environmental clearance for the project. Killam Development, Ltd. ("Killam") has committed to donating the required right-of-way ("ROW") to the Project.

Project is intended to: (see attached rendering)

- Add a north bound turn lane
- Restripe for north bound turn lane
- Add west bound turn lane
- Add north bound acceleration/merge lane

- Restripe for west bound dual left, and west bound thru lane

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	N
Source of Funds:	Interlocal Agreement
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

KILLAM/MINES ROAD TURN LANES
PROJECT - TP1905

	ACCOUNT #	Annual Appropriation	AMENDMENT	Amended Annual Appropriation
REVENUE:				
WC-CL RMA	458-2663-372-1000	0	1,100,000	1,100,000
TRANSFER IN - 2018 CO	458-2663-393-0472	0	1,600,000	1,600,000
EXPENSE:				
KILLAM TURN LANES	458-2663-525-9301	0	2,700,000	2,700,000

Attachments

ORD - KILLAM TURN LANES
Interlocal Agrmt - Killam
Drawing

ORDINANCE NO. 2019-O-106

Authorizing the Co-Interim City Managers to execute an Interlocal Agreement between the City of Laredo (City), and the Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA), for the development of turn lanes, as further identified in attached exhibit, to be located at the intersection of Killam Industrial Boulevard and Farm to Market Road 1472 (Mines Road). Also authorizing the Co-Interim City Managers to amend the FY2018-2019 Capital Grants Fund Budget by appropriating the estimated total project cost of $2,700,000, which will include design, permitting, construction, construction oversight, and environmental clearance. Killam Development, Ltd. ("Killam") has committed to donating the required right-of-way ("ROW") to the project. Contributions towards the total estimated $2,700,000 project cost are as follows: $1,600,000 by the City, and $1,100,000 by the WC-CL RMA.

WHEREAS, the City of Laredo continues to experience unprecedented growth in population, trade, industry, tourism and economic development; and,

WHEREAS, traffic congestion is a persistent infrastructure challenge in Laredo which affects the safety and quality of life of its residents; and,

WHEREAS, the City is a home rule city and municipal corporation; and,

WHEREAS, the WC-CL RMA is a regional mobility authority created pursuant to the request of Webb County and the City of Laredo and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE §§ 26.1, *et seq.* (the "RMA Rules"), and is a body politic and corporate and political subdivision of the State of Texas; and,

WHEREAS, the Parties are pursuing development of turn lanes at the intersection of Killam Industrial Boulevard and Farm-to-Market Road 1472 (Mines Road) (the "Project") in order to benefit the residents of the City of Laredo and Webb County by increasing mobility; and,

WHEREAS, HNTB, as general engineering consultant to the WC-CL RMA, estimates that the total project cost for design, permitting, construction, construction oversight, and environmental clearance of the Project is approximately $2,700,000.00; and,

WHEREAS, the Parties desire to contribute the funds needed to finance the project and to define the responsibilities and obligations related to the development and construction of the Project.

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

Section 1: Authorizes the Co-Interim City Managers to execute an Interlocal Agreement between the City of Laredo (City), and the Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA), for the development of turn lanes, to be located at the intersection of Killam Industrial Boulevard and Farm to Market Road 1472 (Mines Road).

Section 2: The Co-Interim City Managers are also authorized to amend the FY2018-2019 Capital Grants Fund Budget by appropriating the estimated total project cost of $2,700,000, which will include design, permitting, construction, construction oversight, and environmental clearance.

Section 2: The following line items shall be increased accordingly:

KILLAM/MINES ROAD TURN LANES

PROJECT - TP1905

	ACCOUNT #	Annual Appropriation	AMENDMENT	Amended Annual Appropriation
REVENUE:				
WC-CL RMA	458-2663-372-1000	0	1,100,000	1,100,000
TRANSFER IN - 2018 CO	458-2663-393-0472	0	1,600,000	1,600,000
EXPENSE:				
KILLAM TURN LANES	458-2663-525-9301	0	0	0
			TOTAL	2,700,000

Section 3: This ordinance shall be published in the manner provided by Section 2.90 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publications specified in Section 3.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS_____ DAY OF _____ 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

INTERLOCAL AGREEMENT
Killam Turn Lanes Project (FM 1472 and Killam Industrial Blvd.)

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into effective as of the ___ day of _____, 2019, by and between the Webb County–City Of Laredo Regional Mobility Authority (the "WC-CL RMA") and the City of Laredo (the "City") (collectively, the "Parties" and each individually a "Party").

WITNESSETH:

WHEREAS, the WC-CL RMA is a regional mobility authority created pursuant to the request of Webb County and the City of Laredo and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE §§ 26.1, *et seq.* (the "RMA Rules"), and is a body politic and corporate and political subdivision of the State of Texas; and

WHEREAS, the City is a home rule city and municipal corporation; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the Transportation Code provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, the Parties are pursuing development of turn lanes at the intersection of Killam Industrial Boulevard and Farm-to-Market Road 1472 (Mines Road) (the "Project"); and

WHEREAS, HNTB Corporation, as general engineering consultant to the WC-CL RMA, estimates that the total project cost for design, permitting, construction, construction oversight, and environmental clearance of the Project is approximately $2,700,000.00 (the "Development Costs"); and

WHEREAS, Killam Development, Ltd. ("Killam") has committed to donating required right-of-way ("ROW") to the Project; and

WHEREAS, the Parties desire to contribute the funds needed to finance the Development Costs and to define the responsibilities and obligations related to the development and construction of the Project; and

WHEREAS, on August 13, 2018, the City Council of the City approved a motion to allocate $1,400,000.00 toward the Development Costs; and

WHEREAS, on _____, 2019, the City Council of the City approved a motion to allocate an additional $200,000.00 toward the Development Costs; and

WHEREAS, on _____, 2019, in Resolution No. ____, the WC-CL RMA approved a resolution committing $1,100,000.00 toward the Development Costs; and

WHEREAS, the Parties agree that the development of the Project will benefit the residents of the City of Laredo and Webb County by increasing mobility in the South Texas region.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I.
FINDINGS

Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved by each party.

II.
ACTIONS

1. Funding Commitment. The Parties shall each provide funding for the Project in the total amount of $2,700,000.00 (the "Funding Commitment").

Funding Commitment	
Agency	Commitment
City of Laredo	$ 1,600,000.00
Webb County City of Laredo Regional Mobility Authority	$ 1,100,000.00
Total	**$ 2,700,000.00**

Table 1 – Funding Commitment

The allocation of the Funding Commitment between the Parties shall include the following not-to-exceed amounts by each Party: (1) $1,600,000.00 by the City; and (2) $1,100,000.00 by the WC-CL RMA. The Funding Commitment is not a joint and several obligation of the Parties; each Party is only obligated for the not-to-exceed amount set forth herein. The Funding Commitments will be used by the WC-CL RMA and the City to pay the Development Costs of the Project, including project development, construction, and other associated costs as set forth in Sections 2 and 3. Each Party acknowledges the WC-CL RMA and the City will make contractual obligations related to the development and construction of the Project in reliance on the Funding Commitment and obligations set forth herein.

2. WC-CL RMA Obligations. The WC-CL RMA shall provide services related to development of the Project, including utility coordination, design, survey, permitting, environmental clearance, investigation, core borings, subsurface exploration, evaluation, planning and engineering services, geotechnical engineering, and construction phase services

(the "Project Development Services"). The Project Development Services shall not include responsibility for the superintendence of construction, site conditions, operations, equipment, personnel, or the maintenance of safety in the work place.

Each of the Project Development Services shall be procured by the WC-CL RMA under existing or new consultant contracts and shall be paid for directly by the WC-CL RMA to consultants under each contract. The WC-CL RMA and its consultants shall develop the plans, specifications, construction cost estimates, scheduling, and bid package preparation related to the Project conforming to Standards and Specifications provided by the City (the "Project Plans"). The WC-CL RMA shall provide the Project Plans for review and approval at various intervals of development (upon 30, 50, and 90 percent completion) to the City in pdf format. Once complete, the WC-CL RMA shall provide the Project Plans which shall be a complete set of plans and specifications, signed and sealed by a licensed engineer in the State of Texas for construction in pdf format to the City and the City's contractors for letting, construction and implementation of the Project pursuant to Article III. Upon completion of the Project, the WC-CL RMA and its consultants shall prepare drawings and certified engineering reports requested by the City. The drawings will be designated as "Plan of Record" drawings and will be developed based on redlines to the contract drawings developed by the contractor. The redlines will reflect changes due to field conditions during construction. The WC-CL RMA shall not commence the Project Development Services until the City has secured all necessary ROW for the Project.

All funds that WC-CL RMA spends on Project Development Services shall be deducted from the WC-CL RMA's total commitment under the Funding Commitment. In no event shall the amount the WC-CL RMA spends on Project Development Services exceed twenty (20) percent of the total Funding Commitment without the written approval of the Parties, in the same manner as required in Section 6(b). After all Project Development Services have been performed, or when the actual cost of the Project Development Services is conclusively established, the WC-CL RMA shall set aside the remainder of the WC-CL RMA's portion of its Funding Commitment less the actual cost of the Project Development Services (the "WC-CL RMA Balance") in order for the City to finance other costs related to the Project pursuant to Sections 3 and 4. When the WC-CL RMA Balance is established, the WC-CL RMA shall provide notice to the City. The WC-CL RMA shall not be obligated to pay additional funds to the City other than the WC-CL RMA Balance unless mutually agreed by the Parties in writing. The WC-CL RMA shall pay the City for certain costs up to the WC-CL RMA Balance pursuant to Section 4.

3. City Obligations. Construction services for the Project include but are not limited to letting, construction, construction oversight, and inspection services (the "Construction Services"). Prior to the performance of the Construction Services, the City shall secure all ROW necessary for the Project. It is understood that the ROW is to be donated by the property owner via ROW Dedication Plat through the City. The City shall provide or procure the Construction Services. Immediately after tabulating all of the bids received for Construction Services, the City will notify the WC-CL RMA in writing of the name of the contractor selected by the City for the Project (the "Contractor") and the bid amount for the Construction Services (the "Original Bid"). The Original Bid shall not exceed a mutually agreed on price set by the Parties that considers the total Development Costs and the total Funding Commitment for the Project. The Construction Services shall be paid for directly by the City to the Contractor. The City shall

provide invoices to the WC-CL RMA pursuant to Section 4. After the Project is accepted, the City, pursuant to its contract for Construction Services with the Contractor, will obtain a one (1) year warranty period. The City shall own, operate, and maintain the Project. The City shall use best efforts to accept the project within 30 days of receiving the final closing documentation.

4. Delivery of Funding Commitment. The WC-CL RMA shall provide reimbursement for certain costs incurred by the City in providing the Construction Services. The City shall prepare itemized invoices to the WC-CL RMA in order to receive payment. The itemized invoices shall be prepared so that the cost of Construction Services shall be apportioned between the City and the WC-CL RMA. To apportion these costs, the City shall determine the ratio of the WC-CL RMA Balance, defined in Section 2, to the City's Funding Commitment (the "Construction Cost Apportionment"). The cost of Construction Services shall be divided and paid according to the Construction Cost Apportionment. As costs are incurred by the City and owed to the Contractor, the City shall invoice the WC-CL RMA using the Construction Cost Apportionment. The WC-CL RMA shall pay each invoice within five (5) business days.

5. Surplus Funds. In the event any portion of the Funding Commitment is not required to administer all costs related to the performance of the Project Development Services and the Construction Services, the Parties may retain any remaining amount.

6. Change Orders. The Development Costs include a twenty (20) percent contingency (the "Contingency"). If the cost of performing the Construction Services exceeds the Original Bid, the following provisions shall apply:

a. Contractor-Initiated Change Orders. Use of the Contingency. In the event the City receives a proposed change order from the Contractor indicating that additional funds exceeding the Original Bid will be needed for Construction Services, the City will notify the WC-CL RMA in writing of the proposed change order. Unless the WC-CL RMA objects within ten (10) business days of receipt of the written notification of the proposed change order, the City will proceed with Construction Services and invoice the WC-CL RMA for payment using the Contingency; provided, in no event may the total Project costs exceed the Funding Commitment or provide for the WC-CL RMA to pay more than its portion of the Funding Commitment under this Agreement.

b. Party-Initiated Change Orders. If change orders are requested by the WC-CL RMA or the City under this Agreement, the requesting Party will submit the request to the other Party, including all necessary documentation to prepare the change order. The non-requesting Party must provide approval. Notwithstanding the time period to reject a proposed change order under subsection (a), the Parties agree to use good faith efforts to respond to change orders within ten (10) business days after receipt of a request, or such additional period of time as may be reasonably necessary under the circumstances based on the complexity of the change order. The Parties are under no obligation to approve any change orders, and in no event shall either Party be responsible for costs or expenses under Change Orders that are not approved by the non-requesting Party.

c. Costs Exceeding Funding Commitment. If a change order results in the total Project costs exceeding the Funding Commitment, the additional amounts will be paid pro rata by each Party. The WC-CL RMA shall pay the City the additional amounts in the approved change order using the same process described in Section 4 after the approval of the Party's governing body, unless further time is required for official action to appropriate funds. In the event official action is needed, the Parties agree to present the request at the next regular or special governing board meeting.

III.
PROJECT PLANS

Assignment of Project Plans. The WC-CL RMA shall provide the Project Plans to the City and the City's contractors for letting, construction and implementation of the Project. Upon completion of the Project Plans, an assignment agreement will be entered into under which the WC-CL RMA shall assign, in writing, to the City all of the WC-CL RMA's right, title and interest in any of the Project Plans. The City shall assist WC-CL RMA in obtaining any consents required to assign the foregoing items to the City so that, to the extent that the WC-CL RMA assigns its rights and interests to the City, the City shall have, to the greatest extent possible, the same rights under and interests in the assigned Project Plans as the WC-CL RMA held prior to that assignment. The WC-CL RMA will not determine whether any or all of the Project Plans are accurate, complete or pertinent, or of any value. The WC-CL RMA makes no representation, warranty or guarantee as to the accuracy, completeness, pertinence, or fitness of the Project Plans. The assignment agreement shall provide that the City acknowledges and fully accepts its responsibility for the design and construction of the Project and will release the WC-CL RMA from responsibility therefor. Upon the execution of the assignment agreement, the WC-CL RMA shall not be liable to the City for the accuracy, completeness, pertinence, or fitness of the Project Plans.

IV.
GENERAL AND MISCELLANEOUS

1. Term and Termination. Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until: (a) the date the Project Development Services and the Construction Services are fully performed, final completion has occurred, and all payments have been remitted; or (b) the Parties mutually agree to terminate this Agreement. The term of the Agreement may be extended by written agreement of the Parties.

2. Notices. All notices demands, or other requests, and other communications required or permitted under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such Party at the following addresses:

WC-CL RMA:

Webb County–City of Laredo Regional Mobility Authority
7917 McPherson Road, Suite 203

Laredo, Texas 78045
Attn: WC-CL RMA Chair

City of Laredo:

City Hall - Downtown
1110 Houston Street
Laredo, Texas 78042
Attn: City Manager

3. Prior Written Agreements. This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.

4. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of any of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by the Parties.

5. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claims on behalf of any third party. None of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

6. No Joint Enterprise. This Agreement is not intended to, and shall not be construed to create any joint enterprise between or among the parties.

7. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by the Parties to this Agreement and authorized by their respective governing bodies.

8. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

9. Venue. The Parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Webb County, Texas.

10. Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement without first obtaining the written consent of the other Parties.

11. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when all of the Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

WEBB COUNTY-CITY OF LAREDO REGIONAL MOBILITY AUTHORITY

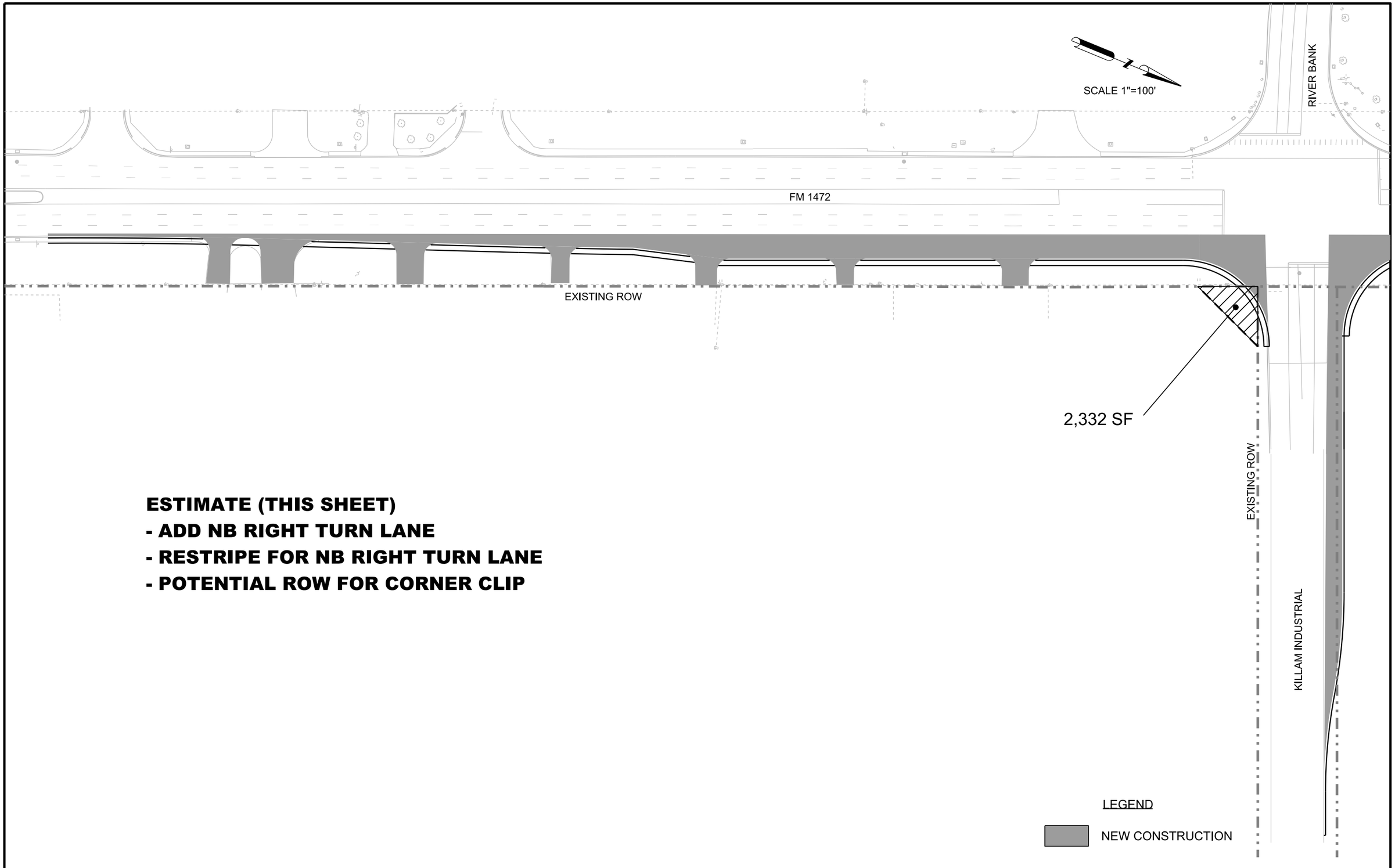
By:_____

CITY OF LAREDO

By:_____
Rosario Cabello
Co-Interim City Manager

CITY OF LAREDO

By:_____
Robert Eads
Co-Interim City Manager



ESTIMATE (THIS SHEET)

- ADD NB RIGHT TURN LANE

- RESTRIPE FOR NB RIGHT TURN LANE

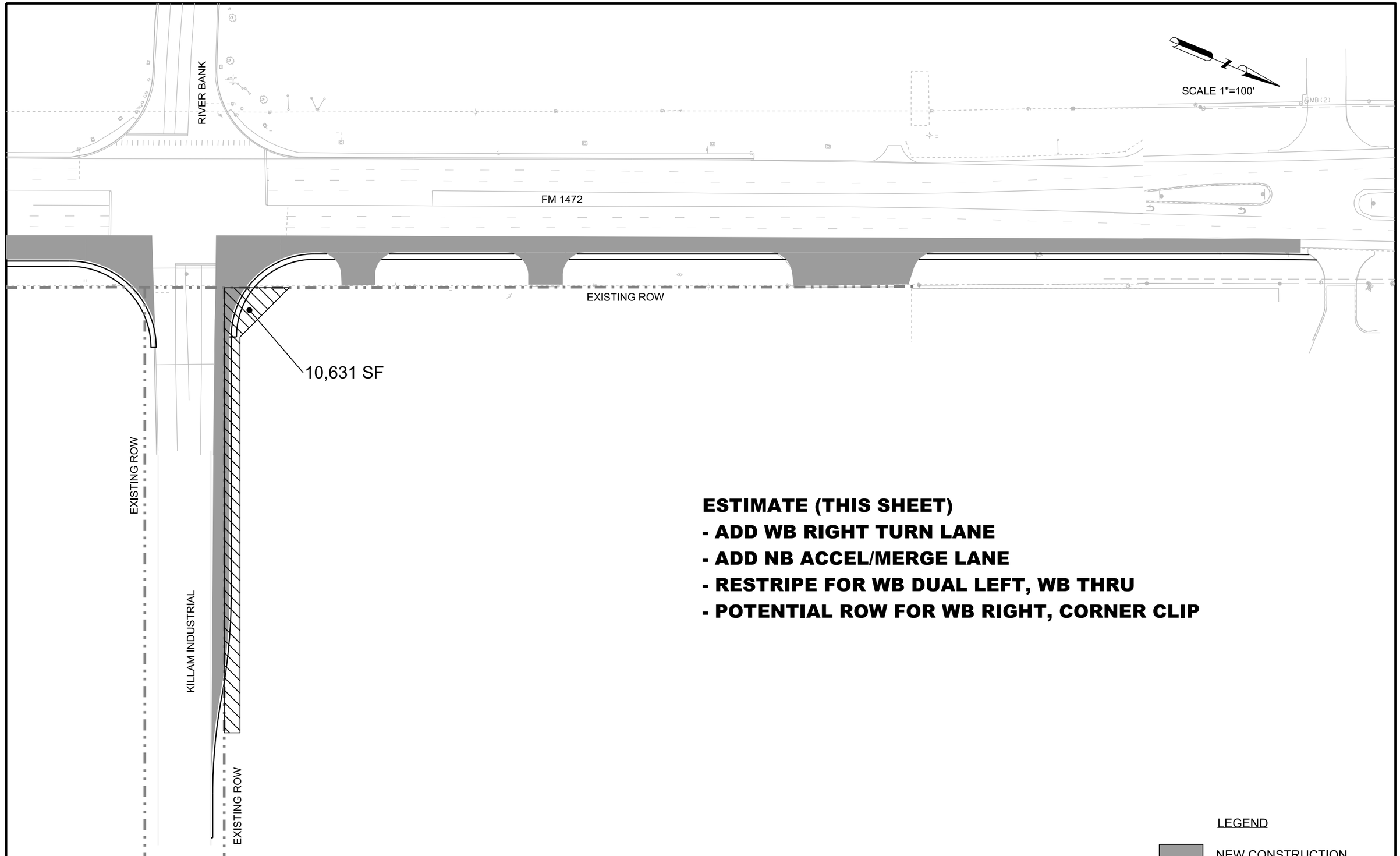
- POTENTIAL ROW FOR CORNER CLIP

KILLAM INDUSTRIAL - FM 1472 ESTIMATE

WCCLRMA
WEBB COUNTY- CITY OF LAREDO REGIONAL MOBILITY AUTHORITY

HNTB
TBPE REG NO. 420

HNTB Corporation
The HNTB Companies
Engineers Architects Planners



ESTIMATE (THIS SHEET)

- ADD WB RIGHT TURN LANE

- ADD NB ACCEL/MERGE LANE

- RESTRIPE FOR WB DUAL LEFT, WB THRU

- POTENTIAL ROW FOR WB RIGHT, CORNER CLIP

LEGEND

NEW CONSTRUCTION

KILLAM INDUSTRIAL - FM 1472 ESTIMATE

WCCLRMA
WEBB COUNTY- CITY OF LAREDO REGIONAL MOBILITY AUTHORITY

HNTB
TBPE REG NO. 420

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

Final Reading of Ordinances 36.

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

2019-O-107 Amending the City of Laredo Fiscal Year 2019 Financial Task Force and Police Trust Fund budgets by transferring revenues, expenditures and fund balance of $3,644,140.00 to the Police Trust Fund. These amendments are transferred to the Financial Task Force equitable sharing funds to the Police Trust Fund due to the new equitable sharing guidelines that became effective this fiscal year.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None

BACKGROUND

As per the U.S. Department of Justice and the U.S. Department of the Treasury new equitable sharing guidelines that became effective this fiscal year for equitable sharing requests filed under a task force's NCIC code will be rejected.

Equitable sharing for task forces may be paid either to a fiduciary agency or to individual member agencies. Compliant state, local, and tribal law enforcement agencies participating in task forces may request and receive equitable sharing payments under their individual NCIC codes. These payments will be paid directly either to the fiduciary agency or to individual member agencies based on participation.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this Final Reading of Ordinance be approved.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	N
Source of Funds:	223/665
Account #:	Various

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

From Fund 223-Financial Task Force (Equitable Sharing Balance)			
	Original Budget	**Amendment**	**Amended Budget**
Revenues	$3,028,610.00	(606,332.00)	$2,422,278
Expenditures	$3,421,646.00	(999,368.00)	$2,422,278
Fund Balance Drawdown	$2,038,440.00	(2,038,440.00)	$-0-
To Fund 665- Laredo Police Trust Fund			
	Original Budget	**Amendment**	**Amended Budget**
Revenues	$368,000.00	$2,644,772.00	$3,012,772.00
Expenditures	$1,036,477.00	$999,368.00	$2,035,845.00

Final Reading of Ordinances 37.

City Council-Regular
Meeting Date: 08/05/2019
Staff Source: Cristian Rosas-Grillet, Assistant City Attorney

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SUBJECT

2019-O-109 An Ordinance of the City of Laredo, Texas, amending Chapter 2, Article II, Division 1, of the Code of Ordinances by repealing Section 2-29, "Reimbursements," and replacing with a new comprehensive Section 2-29, to be entitled "Compensation of Mayor and Council Members," to provide for all the compensation, allowable expenses, and any other benefits of the members of the City Council; providing for procedures for reimbursement of expenses; providing that business expenses associated with transportation/vehicle, home office, and cell phone will be reimbursed to members of the governing body under a non-accountable plan; providing that a member of the governing body may elect to be reimbursed under an accountable plan for the actual and necessary expenses associated with transportation/vehicle, home office, and cell phone with the corresponding expense substantiation on a form to be provided by the Director of Financial Services; providing for a cumulative clause and repealer clause; providing a severability clause; and declaring an effective date.

PREVIOUS COUNCIL ACTION

On July 1, 2019, City Council introduced the ordinance.

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this Ordinance.

Fiscal Impact

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

FINANCIAL IMPACT:

Funding is available in General Fund.

Attachments

2019-O-109

ORDINANCE NO. 2019-O-109

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 2, ARTICLE II, DIVISION 1, OF THE CODE OF ORDINANCES BY REPEALING SECTION 2-29, "REIMBURSEMENTS," AND REPLACING WITH A NEW COMPREHENSIVE SECTION 2-29 TO BE ENTITLED "COMPENSATION OF MAYOR AND COUNCIL MEMBERS," TO PROVIDE FOR ALL THE COMPENSATION, ALLOWABLE EXPENSES, AND ANY OTHER BENEFITS OF THE MEMBERS OF THE CITY COUNCIL; PROVIDING FOR PROCEDURES FOR REIMBURSEMENT OF EXPENSES; PROVIDING THAT BUSINESS EXPENSES ASSOCIATED WITH TRANSPORTATION/VEHICLE, HOME OFFICE, AND CELL PHONE WILL BE REIMBURSED TO MEMBERS OF THE GOVERNING BODY UNDER A NON-ACCOUNTABLE PLAN; PROVIDING THAT A MEMBER OF THE GOVERNING BODY MAY ELECT TO BE REIMBURSED UNDER AN ACCOUNTABLE PLAN FOR THE ACTUAL AND NECESSARY EXPENSES ASSOCIATED WITH TRANSPORTATION/VEHICLE, HOME OFFICE, AND CELL PHONE WITH THE CORRESPONDING EXPENSE SUBSTANTIATION ON A FORM TO BE PROVIDED BY THE DIRECTOR OF FINANCIAL SERVICES; PROVIDING FOR A CUMULATIVE AND REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Article II, Section 2.02 of the City Charter, the City Council adopted ordinance 2016-O-137 increasing the salary of the Mayor and Council Members; and

WHEREAS, 26 C.F.R. § 1.62-2(c)(2) provides that reimbursements or other expense allowance arrangements satisfying the requirements of paragraphs (d), (e), and (f) are treated as paid under an accountable plan; and

WHEREAS, the City Council desires to adopt a comprehensive ordinance that delineates the compensation, expenses, and other benefits authorized for members of the City Council and the procedures for reimbursements of expenses; and

WHEREAS, the City Council finds it further necessary and desirable to adopt the amendments to the Code of Ordinances as set forth in this Ordinance.

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

Section 1. The City of Laredo Code of Ordinances, Chapter 2, Article II, Division 1, Section 2-29 is hereby repealed and replaced with the following provisions:

Sec. 2-29. – Compensation of Mayor and Council Members; Expenses

(1) This section applies to the Mayor and Council Members, who hereinafter are referred to as the members of the governing body.

(2) Pursuant to Ordinance No. 2016-O-137, the annual salary for the Mayor shall be $75,000 per year, including allowances, as approved by City Council on April 4, 2016.

(3) Pursuant to Ordinance No. 2016-O-137, the annual salary for the Council Members shall be $50,000 per year, including allowances, as approved by City Council on April 4, 2016.

(4) The members of the governing body shall be entitled to benefits on the same basis as all other city employees.

(5) The members of the governing body shall be reimbursed for actual and necessary expenses which are submitted with expense verification in accordance with this section and/or prior policy and existing ordinances and city policy, including, but not limited to:

(a) Travel out-of-town in the course of city business.
(b) Lodging out-of-town in the course of city business.
(c) Meals out-of-town in the course of city business.
(d) Cost of stationery in the course of city business.
(e) Cost of postage in the course of city business.
(f) The actual value of annual leave taken from other employment in order to attend to city official business, at the applicable hourly rate.

(6) Except as provided by Subsection (7), the members of the governing body shall be reimbursed under a non-accountable plan pursuant to 26 CFR § 1.62-2(c)(3) for the following expenses as well:

(a) Transportation/vehicle cost of one thousand two hundred dollars ($1,200.00) per month for the Mayor and seven hundred and fifty dollars ($750.00) per month for each Councilmember, which the City Council finds to the actual minimum necessary amount for the performance of the duties of public office.
(b) Home office costs of seven hundred and fifty dollars ($750.00) per month which the City Council finds to be the actual minimum cost for the performance of the duties of public office.
(c) Cell phone cost of one hundred and fifty dollars ($150.00) per month, which the City Council finds to be the actual minimum cost for the performance of the duties of public office.

(7) The members of the governing body may elect to be reimbursed under an accountable plan in accordance with 26 CFR § 1.62-2(c)(2)(i) for the actual and necessary expenses associated with transportation/vehicle, home office, and cell phone on a form to be provided by the director of financial services with the corresponding expense substantiation. If a member of the governing body makes an election pursuant to this subsection, the member shall be reimbursed in the following manner:

(a) Transportation/vehicle cost not to exceed seven hundred and fifty dollars ($750.00) per month, provided that each member must certify the actual ownership or lease of a vehicle and its use and the resulting expense on a monthly basis.

(b) Home office costs determined on the basis of actual square footage, percentage of use, allowance for parking, utilities, taxes and insurance; but not to exceed seven hundred and fifty dollars ($750.00) per month. The reasonable rental value is assumed to be eight (8) percent annually of the appraised value as established by the Webb County Appraisal District, or an independent M.I.A. appraisal. The city council finds that the use of office space at home for such purposes is accepted, normal, reasonable and necessary and provides for this method to cover the actual costs of such use. Each member must certify the actual ownership or lease of residence and its use and the resulting expense annually on a form for determination of the amount, and must certify the continuing use and applicability of the expense on the monthly submission for expense.

(c) Actual Cell phone costs for city business calls not to exceed one hundred and fifty dollars ($150) per month if submitted from the actual cell phone billing records, provided that each member must certify actual use of a cell phone and applicability of the expense during each monthly period.

(8) Any item not coming within the above enumerations, or those in prior policy and existing ordinances, are not deemed to be actual and necessary and are not reimbursable.

(9) The director of financial services shall set up a reporting and record system whereby each member of the governing body provides documentation to the extent required by Subsections (5) and (7), or by other policy, code provision, or ordinance, supporting any and all reimbursement of actual and necessary expenses, and the members of the governing body shall comply fully with the requirements of such system. Failure to timely comply shall result in suspension of payment, and the director shall notify the City Manager and the Mayor of any such suspension of payment.

(10) No final payment may be paid for expenses under an accountable plan until the supporting paperwork is provided as required by subsections (5) and (7), except for necessary travel advances in accordance with city ordinances and policies.

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

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

Section 5. This Ordinance shall take effect immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF_____2019.

_____
PETE SAENZ
MAYOR

ATTESTED:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY

BY:_____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances 38.

City Council-Regular
Meeting Date: 08/05/2019
Staff Source: Cristian Rosas-Grillet, Assistant City Attorney

SUBJECT

2019-O-110 An Ordinance amending Section 2-157 of the Laredo City Code to provide that committee members shall automatically forfeit their appointed position for failure to attend four (4) regularly scheduled meetings only in one calendar year; to provide that a committee member who forfeits an appointed position for failure to attend four (4) regularly scheduled meetings is not eligible for appointment to any committee until the expiration of the current term of the appointing member of the City Council; providing that this ordinance shall be cumulative; providing a severability clause; and providing for an effective date.

PREVIOUS COUNCIL ACTION

On April 2, 2018, the City Council adopted 2018-O-050, which established uniform policies for all boards, commissions and committees created by the City Council. On June 3, 2019, City Council approved a motion directing staff to draft an ordinance increasing the number of absences for committee members from three (3) meetings to four (4); providing that for purposes of the Automatic Forfeiture section, the definition of "meeting" excludes special meetings; and prohibiting committee members that have been removed for failure to attend four meetings from serving on any city committee until the expiration of the current term of the appointing member of the City Council.

On July 1, 2019, City Council introduced the ordinance.

BACKGROUND

Section 2-157 of the Laredo City Code currently provides, committee members shall automatically forfeit their appointed position for failure to attend three meetings in one calendar year, irrespective of whether said absences are excused, unexcused, consecutive or non-consecutive. The proposed amendment excludes special meetings and increases the number of absences to four. The proposed amendment also prohibits committee members that have been removed under this provision from serving on any city board, commission, or committee until the expiration of the current term of the appointing member of the City Council.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that the City Council aprove this Ordinance.

Fiscal Impact

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

Attachments

2019-O-110

ORDINANCE NO. 2019-O-110

AN ORDINANCE AMENDING SECTION 2-157 OF THE LAREDO CITY CODE PROVIDING THAT COMMITTEE MEMBERS SHALL AUTOMATICALLY FORFEIT THEIR APPOINTED POSITION FOR FAILURE TO ATTEND FOUR (4) REGULARLY SCHEDULED MEETINGS IN ONE CALENDAR YEAR; PROVIDING THAT A COMMITTEE MEMBER WHO FORFEITS AN APPOINTED POSITION FOR FAILURE TO ATTEND FOUR (4) REGULARLY SCHEDULED MEETINGS IS NOT ELIGIBLE FOR APPOINTMENT TO ANY COMMITTEE UNTIL THE EXPIRATION OF THE CURRENT TERM OF THE APPOINTING MEMBER OF THE CITY COUNCIL; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has established various boards, commissions, and committees to assist in the performance of City business as well as to provide the City Council with input from the public on various issues; and

WHEREAS, the City Council has requested staff adopt certain policies applicable to all boards, commissions and committees not subject to any other provision of law; and

WHEREAS, the City Council desires to amend the automatic forfeiture provision applicable to all boards, commissions and committees to provide that Committee members shall automatically forfeit their appointed position for failure to attend four regularly scheduled meetings in one calendar year; and

WHEREAS, the City Council desires to prohibit Committee members who forfeit their positions for failure to attend four meetings from serving on any Committee for the remainder of the current term of the appointing member of the City Council; and

WHEREAS, City staff has made and included those changes for review by the City Council; and

WHEREAS, the City Council finds that adoption of this Ordinance is in the best interest of the public.

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

Section 1. Division 1 "Generally" of Chapter 2 "Administration," Article V "Boards, Commissions, Councils, etc.," Section 2-157 of the Laredo Code is hereby amended to read and provide as follows:

Section 2-157. Automatic Forfeiture.

(a) Committee members shall automatically forfeit their appointed position for failure to attend [~~three~~] *four regularly scheduled* meetings in one calendar year, irrespective of whether said absences are excused, unexcused, consecutive or non-consecutive. The staff liaison shall immediately notify the appointing councilmember following the forfeiture to allow for the appointment of another individual to fill the removed member's unexpired term of office. Nothing herein prohibits the City Council from removing a committee member at any time for any reason, including inefficiency, neglect of duty, or misconduct in office prior to the end of the appointed member's term.

(b) *A committee member who forfeits an appointed position under this section is not eligible for appointment to any committee until the expiration of the current term of the appointing member of the Council.*

Section 2. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

Section 3. The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent or in with conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent.

Section 4. This Ordinance shall take effect immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS_____DAY OF_____2018.

_____

PETE SAENZ
MAYOR

ATTESTED:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY

BY:_____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances **39.**

City Council-Regular
Meeting Date: 08/05/2019
Staff Source: Cristian Rosas-Grillet, Assistant City Attorney

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SUBJECT

2019-O-111 An Ordinance of the City of Laredo, Texas, adopting the revised City of Laredo Priority Procedures Handbook for City Council and City boards, commissions, and committees; adopting rules governing the manner in which City Council meetings are conducted; providing for a cumulative clause; providing a severability clause; and declaring an effective date.

PREVIOUS COUNCIL ACTION

On July 1, 1019, City Council introduced the ordinance.

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this Ordinance.

Fiscal Impact

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

Attachments

2019-O-111

ORDINANCE NO. 2019-O-111

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, ADOPTING THE REVISED CITY OF LAREDO PRIORITY PROCEDURES HANDBOOK FOR CITY COUNCIL AND CITY BOARDS, COMMISSIONS, AND COMMITTEES; ADOPTING RULES GOVERNING THE MANNER IN WHICH CITY COUNCIL MEETINGS ARE CONDUCTED; PROVIDING FOR A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City has previously established specific standards and procedures for public meetings and public workshops; and

WHEREAS, the City Council of the City of Laredo desires order in the conduct of its meetings to allow the effective discussion and transaction of the business of the City; and

WHEREAS, the City Council desires to ensure that members of the public who attend City Council can be heard in a fair, impartial and respectful manner; and

WHEREAS, the City Council wants to ensure that all discussions comply with the words and spirit of the Texas Open Meetings Act; and

WHEREAS, the City Council has established various boards, commissions, and committees to assist in the performance of city business as well as to provide the City Council with input from the public on various issues; and

WHEREAS, the City Council desires to obtain uniformity with its approach and has requested staff to adopt certain policies applicable to all boards, commissions and committees not subject to any other provisions of law; and

WHEREAS, the City Council desires that the rules and procedures for public meetings and workshops be amended, clarified, and restated as provided herein.

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

Section 1: City Council determines that the findings contained in the preamble of this Ordinance are true and correct, and hereby adopts these findings.

Section 2: The City Council of the City of Laredo hereby adopts the "City of Laredo Priority Procedures Handbook" contained in "Attachment A", attached hereto and incorporated fully herein for all intents and purposes.

Section 3: This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the

provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 4: It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5: This Ordinance shall take effect immediately upon passage.

DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF_____, 2019.

_____
PETE SAENZ
MAYOR

ATTESTED:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY

BY: _____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances 40.

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Initiated By: Graciela S. Briones, Assistant Director

Staff Source: Graciela S. Briones, Assistant Director

SUBJECT

2019-O-112 Authorizing the Co-Interim City Managers to amend the City of Laredo FY 2018-2019 to amend the City of Laredo FY 2018-2019 Parkland Acquisition and Park Improvement Fund budget to appropriate revenues and expenditures in the amount of $59,818.00. Revenues are from parkland improvement fees paid by the developers of Shiloh Highland and Kimberly Subdivisions. The expenditures will be utilized for the Divine Mercy Park improvements.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

Public Hearing and Introductory Ordinance was introduced and approved by council on July 1, 2019.

BACKGROUND

The Parkland Dedication Ordinance allows under Section 24.56.2 C, for a landowner or developer responsible for land dedication under this section may, upon request, to meet the requirements of section 24.56.2 B in whole or in part by cash payment in lieu of land. The required cash payment must be calculated pursuant to Appendix A of the parkland ordinance. The funds provided may be utilized at an existing neighborhood park within the service area of the new neighborhood and has capacity to serve the new neighborhood. The recommended use is for funding to be appropriated for improvements at Divine Mercy Park.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends the approval of Ordinance.

Fiscal Impact

Fiscal Year: 2018-2019
Bugeted Y/N?: N
Source of Funds: Developer contributions
Account #:
Change Order: Exceeds 25% Y/N: None
FINANCIAL IMPACT:
Funds to be appropriated as follows:

Revenues: 268-000-351-3030

Annual Appropriation	Amount Increase	Amended Appropriation
$0.00	$59,818.00	$59,818.00

Expenditures: 268-3181-555-9301

Annual Appropriation	Amount Increase	Amended Appropriation
$0.00	$59,818.00	$59,818.00

Attachments

Park Improvement Fund Budget Amendment

ORDINANCE NO. 2019-O-112

AUTHORIZING THE CO-INTERM CITY MANAGERS TO AMENDTHE CITY OF LAREDO FY 2018-2019 PARKLAND ACQUISITION AND PARK IMPROVEMENT FUND BUDGET TO APPOPRIATE REVENUES AND EXPENDITURES IN THE AMOUNT OF $59,818.00. REVENUES ARE FROM PARKLAND IMPROVEMENT FEES PAID BY THE DEVELOPERS OF SHILOH HIGHLAND AND KIMBERLY SUBDIVISIONS. THE EXPENDITURES WILL BE UTILIZED FOR THE DIVINE MERCY PARK IMPROVEMENTS.

WHEREAS, the Parkland Acquisition and Parkland Improvement Fund budget for the fiscal year 2019 was adopted by the City of Laredo on December 3, 2007; and

WHEREAS, in order to provide the necessary funding for the Divine Mercy Park improvement project in the amount of $59,818.00 is hereby appropriated.

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

Section 1: The Co-Interim City Managers are authorized to amend the Parkland Acquisition and Parkland Improvement Fund FY 2018-2019 budget by appropriating revenues and expenditures in the amount of $59,818.00.

Section 2: This ordinance shall take effect as and from the date of passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ,
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.,
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA L. HALE,
CITY ATTORNEY

Airport **41. a.**

City Council-Regular

Meeting Date: 08/05/2019

Staff Source: Jeffrey J. Miller, Airport Director; Miguel A. Pescador; Purchasing Agent

SUBJECT

Consideration to award contract FY19-076 Airport Pavement Markings Removal contract to lowest bidder Hi-Lite Airfield Services LLC from Adams Center, NY in amount of $99,799.18. This contract is for the removal of taxiway edge pavement markings for the Laredo International Airport to comply with FAA Advisory Circular “Standards for Airport Markings”, AC No. 150/5340-1M dated 5/10/2019-Removal of Markings. Funding is available in the International Airport Fund.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Airport department requested bids for this project through Cit-E-Bid procurement system. We received 2 submittals from Hi-Lite Airfield Services from Adams Center, NY and Chemtek Inc from Morrisville, NC. Lowest bidder was Hi-Lite Airfied services.

Scope of Work for this project was as follows:
Airport pavement markings removal estimated total area 103,166.50 Sq. Ft. Bidders were directed to comply with FAA Advisory Circular “Standards for Airport Markings”; AC No. 150/5340-1M dated 5/10/2019 Removal of Markings. Pavement markings that are no longer needed are not to be painted over but instead are to be physically removed. The FAA does not endorse painting over the old markings because this inadequate practice merely preserves the old marking which, in some cases, has misled pilots and required extra maintenance. Physical removal of markings is achieved by water blasting, shot blasting, sand blasting, chemical removal, or other acceptable means that do not harm the pavement.

Responding Supplier	City	State	Response Submitted	Response Total
Hi-Lite Airfield Services, LLC	Adams Center	NY	6/24/2019 10:41:50 AM (CT)	$99,799.175
Chemtek Inc	Morrisville	NC	6/25/2019 01:36:45 PM (CT)	$140,244.5401

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended to approve this motion.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Y
Source of Funds:	Airport Fund
Account #:	242-3620-583-2010
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance or an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchase can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Funding is available on the International Airport Fund Ground Maintenance.

Attachments

RFB FY19-076
Bid Tabulation

FY19-076-AIRPORT PAVEMENT MARKINGS REMOVAL

FY19-076 Airport Pavement Markings Removal for Airport Department

Issue Date: 6/4/2019
Questions Deadline: 6/14/2019 12:00 PM (CT)
Response Deadline: 6/25/2019 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Seiko Yamagata
Address: 5210 Bob Bullock Loop
Airport

Laredo, TX 78041
Phone: (956) 285-6169
Email: syamagata@ci.laredo.tx.us

Event Information

Number:	FY19-076-AIRPORT PAVEMENT MARKINGS REMOVAL
Title:	FY19-076 Airport Pavement Markings Removal for Airport Department
Type:	Request For Bid
Issue Date:	6/4/2019
Question Deadline:	6/14/2019 12:00 PM (CT)
Response Deadline:	6/25/2019 05:00 PM (CT)
Notes:	Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

Original Invoice(s) will be mailed to:
Jorge Jolly
Accounts Payable
P.O. Box 210
Laredo, TX 78042

A copy of the original Invoice(s) will be mailed to:
City of Laredo International Airport
Attn: Seiko Yamagata
Administration Offices
5210 Bob Bullock Loop
Laredo, TX 78041

Ship To Information

Contact: Jose A. Valdez, Jr.
Address: 1110 Houston St
3rd floor
City Secretary
City Hall
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

Billing Information

Contact: Jorge Jolly
Address: PO Box 210
Accounts Payable
City Hall
2nd
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

Bid Attachments

LRD marking Signage Plan.pdf Download
LRD Marking Signage Plan

CIQ Form.pdf Download
Conflict of Interest Questionnaire

Non-Collusive Affidavit Form.pdf Download
Non-Collusive Affidavit Form

Form 1295- Certificate of Interested Parties.pdf Download

Form 1295

Requested Attachments

Conflict of Interest Form

CIQ form is to be filled out if there is a conflict of interest that needs to be reported.

Non-Collusive Affidavit Form

(Attachment required)

Form must be notarized and included as part of your submittal.

Certificate of Intersted Parties (Form 1295)

Form must be submitted upon award of bid.

Bid Attributes

1	**Award by Total** This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code ☐ Yes *(Required: Check if applicable)*
2	**Terms and Conditions for Request for Bids** **TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. **1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum (d) Proposed delivery time must be shown and shall include Sundays and holidays (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request. (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB. **2.0 DESCRIPTION OF SUPPLIES** Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified. **3.0 SUBMISSION OF BIDS** (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system. (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the

Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.
5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.
8.0 BIDDER DISCOUNTS
(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.
9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information.

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void. 10.0 AWARD OF CONTRACT (a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040

☐ I Agree to the Terms and Conditions

(Required: Check if applicable)

3	**Insurance Terms and Conditions**

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.
(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.
(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.
(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.
Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Management department.
(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☐ I agree my insurance meets minumum requirements

(Required: Check if applicable)

4 Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.”

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, 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.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☐ I certify to the terms and conditions

(Required: Check if applicable)

5 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

6 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

(Required: Maximum 1000 characters allowed)

7 State how long under has the business been in its present business name

(Required: Maximum 1000 characters allowed)

8 **If applicable, list all other names under which the Business identified above operated in the last five years**

(Required: Maximum 4000 characters allowed)

9 **State if the Company is a certified minority business enterprise**

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

10 **Questions Part 1**

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

(Required: Maximum 4000 characters allowed)

11 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

(Required: Maximum 4000 characters allowed)

12 **State if the Company is a certified minority business enterprise**

☐ Historically Underutilized Business (HUB) ☐ Small Disadvantaged Business Enterprise (SCBC)

☐ Disadvantaged Business Enterprise (DBE) ☐ Other

☐ This company is not a certified minority business

(Required: Check only one)

13 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

14 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

15 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

☐ I attest there is no conflict of interest ☐ I acknowledge possible conflict of interest

(Required: Check only one)

16 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

17 **This is a**

☐ New Submission ☐ Correction ☐ Update to previous submission

(Required: Check only one)

18 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

_____

_____

_____

(Required: Maximum 1000 characters allowed)

19 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

(Required: Maximum 4000 characters allowed)

20 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

(Required: Maximum 4000 characters allowed)

21 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☐ Not Applicable ☐ It applies to my business

(Required: Check only one)

22 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

(Optional: Maximum 4000 characters allowed)

23 **Question 5. List any individuals or entities that will be subcontractors on this contract**

☐ Not Applicable ☐ It applies to my business

(Required: Check only one)

24 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

(Optional: Maximum 4000 characters allowed)

25 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

☐ Not Applicable ☐ It applies to my business

(Required: Check only one)

26 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

(Optional: Maximum 4000 characters allowed)

27 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☐ Not Applicable ☐ It applies to my business

(Required: Check only one)

28 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

(Optional: Maximum 4000 characters allowed)

29

Updates on contributions required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

30

Question 8. Disclosure of Conflict of Interest

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☐ I am aware of conflict of interest ☐ I am not aware of any conflict of interest

(Required: Check only one)

31

8. Disclosure of Conflict of Interest

If you selected I am aware of conflict of interest is question 8, please list them in this section.

(Optional: Maximum 4000 characters allowed)

32

Question 9. Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☐ I have read and understand this section

(Required: Check if applicable)

33

Question 10. No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☐ I have read and understand this section

(Required: Check if applicable)

34

Question 11. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☐ I have acknowledge that I have been advised

(Required: Check if applicable)

35	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date *(Required: Maximum 4000 characters allowed)*

36	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☐ I swear or affirm information is correct *(Required: Check if applicable)*

Bid Lines

1 Package Header

Scope of Work: Airport Pavement Markings Removal

Estimated total area 103,166.50 Sq. Ft.

Bidders are directed to comply with FAA Advisory Circular “Standards for Airport Markings”; AC No. 150/5340-1M dated 5/10/2019

Removal of Markings.

Pavement markings that are no longer needed are not to be painted over but instead are to be physically removed. The FAA does not endorse painting over the old markings because this inadequate practice merely preserves the old marking which, in some cases, has misled pilots and required extra maintenance.

Physical removal of markings is achieved by water blasting, shot blasting, sand blasting, chemical removal, or other acceptable means that do not harm the pavement. The physical removal of any old marking(s) must include a predetermined larger size and shape of a removal area that encompasses the old marking(s) and by grouping adjacent markings together into a larger rectangular removal area. The rationale behind this practice is to eliminate the continued visual appearance of the removed marking(s).

CONSTRUCTION NOTES:

All contractor and subcontractor on-site personnel working in the Air Operations Area (AOA) must obtain an identification badge through the airport. There will be a $97.00 fee per badge and a criminal history record check will be required. All cost for identification badges shall be borne by the contractor.

Contractor is responsible for making sure all on-site personnel, including subcontractor personnel, have identification badges visible all the times and ensuring compliance with all security procedures. Contractor will be responsible for any fines. Fines assessed for non-compliance due to contractor negligence shall be paid by the contactor.

Contractor shall comply with airport security requirements as outlined in Airport Security Plan.

Badge application is available at the following website:

http://www.cityoflaredo.com/Airport/AOA_Access/Access_Media/Badge_Application.pdf

The contractor shall be required to guarantee it's workmanship to the full satisfaction of the City of Laredo. Any work deemed unsatisfactory by the City Inspection shall be redone at no additional cost to the City.

Total: $

Item Notes: Price must include supervision, machinery/equipment, transportation/travel charges, labor, materials, freight and any other costs associated to complete this project.

Contact Person is Mr. Seiko Yamagata (956) 285-6169 email: syamagata@ci.laredo.tx.us

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Notes: _____

Package Attributes

1. http://www.cityoflaredo.com/Airport/AOA_Access/Access_Media/Badge_Application.pdf

Contractor is responsible for making sure all on-site personnel, including subcontractor personnel, have identification badges visible all the times and ensuring compliance with all security procedures. Contractor will be responsible for any fines. Fines assessed for non-compliance due to contractor negligence shall be paid by the contactor.

Contractor shall comply with airport security requirements as outlined in Airport Security Plan. Go to website to download badge application.

Package Items

1.1 Taxiway A, G & J Centerline Markings

Estimated Length: 9,271.00 FT Estimated Width: 1.50 FT
(Response required)

Quantity: 13906.5 UOM: Sq. Ft. Price: $ Total: $

Supplier Notes: _____

☐ Additional notes *(Attach separate sheet)*

1.2 Runway 18L-36R Edge Markings

Estimated Length: 16,472.00 FT Estimated: Width 5.00 FT
(Response required)

Quantity: 82360 UOM: Sq. Ft. Price: $ Total: $

Supplier Notes: _____

☐ Additional notes *(Attach separate sheet)*

1.3 Holding Postion Markings #1

Estimated Length: 121.00 FT. Estimated Width: 10.00 FT.
(Response required)

Quantity: 1210 UOM: Sq. Ft. Price: $ Total: $

Supplier Notes: _____

☐ Additional notes *(Attach separate sheet)*

1.4 Holding Postion Markings #2

Estimated Length: 70.00 FT. Estimated Width: 10.00 FT.
(Response required)

Quantity: 700 UOM: Sq. Ft. Price: $ Total: $

Supplier Notes:

Additional notes *(Attach separate sheet)*

1.5 Holding Postion Markings #3

Estimated Length: 74.00 FT. Estimated Width: 10.00 FT.
(Response required)

Quantity: 740 UOM: Sq. Ft. Price: $ Total: $

Supplier Notes:

Additional notes *(Attach separate sheet)*

1.6 Holding Postion Markings #4

Estimated Length: 111.00 FT. Estimated Width: 10.00 FT.
(Response required)

Quantity: 1110 UOM: Sq. Ft. Price: $ Total: $

Supplier Notes:

Additional notes *(Attach separate sheet)*

1.7 Holding Postion Markings #5

Estimated Length: 93.00 FT. Estimated Width: 10.00 FT.
(Response required)

Quantity: 930 UOM: Sq. Ft. Price: $ Total: $

Supplier Notes:

Additional notes *(Attach separate sheet)*

1.8 Holding Postion Markings #6

Estimated Length: 132.00 FT. Estimated Width: 10.00 FT.
(Response required)

Quantity: 1320 UOM: Sq. Ft. Price: $ Total: $

Supplier Notes:

Additional notes *(Attach separate sheet)*

1.9 Holding Postion Markings #7

Estimated Length: 89.00 FT. Estimated Width: 10.00 FT.
(Response required)

Quantity: 890 UOM: Sq. Ft. Price: $ Total: $

Supplier Notes:

Additional notes *(Attach separate sheet)*

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

Event Number	FY19-076-AIRPORT PAVEMENT MARKINGS I	Organization	
Event Title	FY19-076 Airport Pavement Markings Remo	Workgroup	
Event Description	Bidders are strongly encouraged to submit t	Event Owner	
Event Type	RFB	Email	
Issue Date	6/4/2019 04:09:58 PM (CT)	Phone	
Close Date	6/25/2019 05:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted
Hi-Lite Airfield Services, LLC	Adams Center	NY	6/24/2019 10:41:50 AM (CT)
Chemtek Inc	Morrisville	NC	6/25/2019 01:36:45 PM (CT)

Please note: Lines Responded and Response Total only includes responses to specification. No alternate re

City of Laredo Purchasing
City of Laredo Purchasing
Brenda Martinez
bmartinez2@ci.laredo.tx.us
(956) 794-1737
(956) 790-1805

Lines Responded	Response Total
9	$99,799.175
9	$140,244.5401

esponse data is included.

						Hi-Lite Airfie
						Total Price
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit
1	Scope of Work: Airport Pavement Markings I			1	EA	$99,799.175
1.1	Taxiway A, G & J Centerline Markings Estima			13907	Sq. Ft.	$0.95
1.2	Runway 18L-36R Edge Markings Estimated L			82360	Sq. Ft.	$0.80
1.3	Holding Postion Markings #1 Estimated Leng			1210	Sq. Ft.	$3.00
1.4	Holding Postion Markings #2 Estimated Leng			700	Sq. Ft.	$3.00
1.5	Holding Postion Markings #3 Estimated Leng			740	Sq. Ft.	$3.00
1.6	Holding Postion Markings #4 Estimated Leng			1110	Sq. Ft.	$3.00
1.7	Holding Postion Markings #5 Estimated Leng			930	Sq. Ft.	$3.00
1.8	Holding Postion Markings #6 Estimated Leng			1320	Sq. Ft.	$3.00
1.9	Holding Postion Markings #7 Estimated Leng			890	Sq. Ft.	$3.00

	Id Services, LLC	Chemtek Inc	
	$99,799.175	Total Price	$140,244.5401
Line #	Extended	Unit	Extended
1	$99,799.175	##########	$140,244.5401
1.1		$1.3594	
1.2		$1.3594	
1.3		$1.3594	
1.4		$1.3594	
1.5		$1.3594	
1.6		$1.3594	
1.7		$1.3594	
1.8		$1.3594	
1.9		$1.3594	

Line	Responding Supplier

Supplier Notes

Line #	Att #	Attribute Name	Attribute Note	Hi-Lite Airfield Serv	Chemtek Inc
Header	1	Award by Total	This contract will be awar	Yes	Yes
Header	2	Terms and Conditions for	TERMS AND CONDITIONS	I Agree to the Term	I Agree to the Term
Header	3	Insurance Terms and Con	INSURANCE REQUIREMEN	I agree my insuranc	I agree my insuranc
Header	4	Disqualification & Debarm	DISQUALIFICATION DEBA	I certify to the term	I certify to the term
Header	5	Questionnaire Descriptior	"The undersigned affirms		
Header	6	Name of Offeror (Busines		Hi-Lite Airfield Serv	Chemtek Incorpora
Header	7	State how long under has		5 years, 5 months	43 years
Header	8	If applicable, list all other		Hi-Lite Markings, In	None
Header	9	State if the Company is a	The below information is		
Header	10	Questions Part 1	1) Is any litigation pendin	No	No
Header	11	Questions Part 2	1) Is the Business in arrea	No	No
Header	12	State if the Company is a		This company is no	This company is not
Header	13	Conflict of Interest Disclo	A form disclosing potentia		
Header	14	Conflict of Interest Questi	For vendor or other persc		
Header	15	Conflict of Interest Questi	If vendor acknowledges th	I attest there is no c	I attest there is no c
Header	16	Disclosure Form	For details on use of this f		
Header	17	This is a		New Submission	New Submission
Header	18	Question 1. Name of pers	Please include First Name	Theodore Misiewic	David L Rigsbee
Header	19	Question 2. Contract Infor	Please include the followi	FY19-076-AIRPORT	Laredo Internationa
Header	20	Question 3. Name of indiv		Hi-Lite Airfield Serv	Chemtek Incorpora
Header	21	Question 4. List any busin		Not Applicable	Not Applicable
Header	22	Question 4. List any busin	If you selected Not Applic		
Header	23	Question 5. List any indivi		Not Applicable	Not Applicable
Header	24	Question 5. List any indivi	If you selected Not Applic		
Header	25	Question 6. List any attorı		Not Applicable	Not Applicable
Header	26	Question 6. List any attorı	If selected Not Applicable		
Header	27	Question 7. Disclosure of	List any campaign or offic	Not Applicable	Not Applicable
Header	28	Question 7. Disclosure of	If you selected Not Applic		
Header	29	Updates on contributions	Information regarding cor		
Header	30	Question 8. Disclosure of	Are you aware of any fact	I am not aware of a	I am not aware of a
Header	31	8. Disclosure of Conflict o	If you selected I am aware		
Header	32	Question 9. Updates Requ	I understand that this forr	I have read and unc	I have read and unc
Header	33	Question 10. No Contract	I understand that a perso	I have read and unc	I have read and unc
Header	34	Question 11. Conflict of Ir	Chapter 176 of the Local (	I have acknowledge	I have acknowledge
Header	35	Question 11. Oath	Please complete in this se	Theodore Misiewic	David Rigsbee - CEC
Header	36	Question 12. Oath	I swear or affirm that the	I swear or affirm in	I swear or affirm in
1	1	http://www.cityoflaredo.	Contractor is responsible		

Responding Supplier	Signature Full Name	Signature Email
Hi-Lite Airfield Services, LLC	Theodore Misiewicz	dennish@hi-lite.com
Chemtek Inc	David Rigsbee	david@chemtek.us

Supplier Notes
Price Based on (1) MobilizationPrice Based on Assumption all Work to

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Yvette Limon, Bridge Director

SUBJECT

2019-R-99 Authorizing the Co-Interim City Managers to enter into and execute the Advanced Funding Agreement (CSJ #0922-33-178) for Coordinated Border Infrastructure Program Off-System by and between the State of Texas, acting by and through the Texas Department of Transportation, and the City of Laredo. The agreement is for the relocation and construction of four primary inspection booths, a non-intrusive inspection area, two exit control booths and access to the current secondary inspection facilities and hazardous material offsite containment facility at the World Trade International Bridge Port of Entry as shown in Attachment B of the agreement. Project cost is estimated at $11.7 million as shown in Attachment C of the agreement.

PREVIOUS COUNCIL ACTION

On June 17, 2019, City Council ratified the execution of a Revocable License for Non-Federal use of Real Property (License No. GS-07B-99318) between the U.S. General Services Administration (GSA) and the City of Laredo to allow the City of Laredo to install improvements accepted by GSA in a fully executed Donation Acceptance Agreement (DAA) between the City of Laredo, Texas and GSA which is to facilitate the construction of a temporary roadway being built to decrease traffic congestion at the World Trade Bridge Laredo Port of Entry in Laredo, Texas.

BACKGROUND

In November 2016, the City of Laredo submitted a proposal to the U.S. Customs and Border Protection Donations Acceptance Program for the FAST Lanes Relocation Project.

In April 2017, The U.S. Customs and Border Protection Donations Acceptance Program selected the City of Laredo's project proposal to engage in further planning and development activities for the FAST Lanes Relocation Project.

In January 2018, City Council authorized the City Manager to enter into and execute a Memorandum of Understanding between the U.S Department of Homeland Security (DHS), the U.S. Customs and Border Protection (CBP), the U.S. General Services Administration (GSA) and the City of Laredo, Texas to memorialize the mutual understanding of the parties regarding the forthcoming proposal planning and

development activities in connection with the proposed donation of property, consisting of northbound inspection facilities for the commercial vehicles and related infrastructure and technologies at the World Trade Bridge Land Port of Entry (LPOE) located in Laredo, Texas.

On May 6, 2019, City Council authorized the Co-Interim City Managers to execute a Donation Acceptance Agreement by and between the United States of America, acting by and through the U.S. Department of Homeland Security ("DHS"), U.S. Customs and Border Protection ("CBP"), and the U.S. General Services Administration ("GSA"), Public Buildings Service ("PBS) and the City of Laredo ("Donor") for the proposed donation of a roadway in support of an increase of traffic at the World Trade Bridge Land Port of Entry ("LPOE") located in Laredo, Texas. Donor seeks to design, construct and donate a roadway in support of processing inbound empty commercial vehicles due to an increase in traffic volume at the World Trade Bridge LPOE, which is owned by the United States and under the jurisdiction, custody and control of GSA.

The estimated $11.7 million project will relocate the FAST lanes from their current location to an all-new site of the federal compound. This will allow FAST trucks a nearly straight shot from the bridge into the new FAST inspection facility and onto the City streets and the Bob Bullock Loop (I-69W). This new inspection area will include four primary inspection booths, a non-intrusive inspection area, two exit control booths and access to the current secondary inspection facilities and hazardous material offsite containment facility.

The costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local government will then be responsible for 100% of the costs. Initial payment by the Local government to the State will be $20,000.00. Payment by the Local government to the state before construction will be $15,000.00. Estimated total payment by the Local Government to the State will be $35,000.00. The final amount of Local Government participation will be based on actual costs.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Authorize the Co-Interim City Managers to enter into and execute the Advanced Funding Agreement for Coordinated Border Infrastructure Program Off-System.

Fiscal Impact

Fiscal Year:	2018
Bugeted Y/N?:	Yes
Source of Funds:	Bridge Revenues

Account #:

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Funding is available in the Bridge System Construction Fund Capital Outlay line item.

Attachments

Resolution-CSJ #0922-33-178 Fast Lanes Relocation Project

Cover Letter AFA for CBI Program

Advance Funding Agreement for CBI Program

RESOLUTION NO. 2019-R-99

AUTHORIZING THE CO-INTERIM CITY MANAGERS TO ENTER INTO AND EXECUTE THE ADVANCED FUNDING AGREEMENT (CSJ #0922-33-178) FOR COORDINATED BORDER INFRASTRUCTURE PROGRAM OFF-SYSTEM BY AND BETWEEN THE STATE OF TEXAS ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION CALLED THE "STATE", AND THE CITY OF LAREDO. THE AGREEMENT IS FOR THE RELOCATION AND CONSTRUCTION OF FOUR PRIMARY INSPECTION BOOTHS, A NON-INTRUSIVE INSPECTION AREA, TWO EXIT CONTROL BOOTHS AND ACCESS TO THE CURRENT SECONDARY INSPECTION FACILITIES AND HAZARDOUS MATERIAL OFFSITE CONTAINMENT FACILITY AT THE WORLD TRADE INTERNATIONAL BRIDGE PORT OF ENTRY AS SHOWN IN ATTACHMENT B OF THE AGREEMENT. PROJECT COST IS ESTIMATED AT $11.7 MILLION AS SHOWN IN ATTACHMENT C OF THE AGREEMENT.

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and Federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 115005 authorizing the State to undertake and complete a highway improvement generally described as Construction of Inspection Booths for Free and Secure Trade Lanes (Project); and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, which will be attached to and made a part of the Agreement as Attachment A, Resolution, for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement; and

WHEREAS, the costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs. Initial payment by the Local Government to the State will be $20,000.00. Payment by the Local government to the State before construction will be $15,000.00. Estimated total payment by the Local Government to the State will be $35,000.00. The final amount of Local Government participation will be based on actual costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREREDO THAT:

Section 1. Authorizing the Co-Interim City Managers to enter into and execute the Advanced Funding Agreement (CSJ #0922-33-178) for Coordinated Border Infrastructure Program Off-System by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the City of Laredo. The Agreement is for the relocation and construction of four primary inspection booths, a non-intrusive inspection area, two exit control booths and access to the current secondary inspection facilities and hazardous material offsite containment facility at the World Trade International Bridge Port of Entry as shown in Attachment B of the Agreement. Project cost is estimated at $11.7 million as shown in Attachment C of the Agreement.

Section 2. That this resolution shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA LAUREL HALE
CITY ATTORNEY

DocuSign Envelope ID: D64E23CA-62D9-45CC-97CA-D50FDEB433DC

Texas Department of Transportation

1817 BOB BULLOCK LOOP, LAREDO, TEXAS 78043-9770 | 956.712.7400 | WWW.TXDOT.GOV

July 1, 2019

Yvette Limon
Bridge Director
City of Laredo
1209 Water Street
Laredo, Texas 78040

RE: Request for execution of Advance Funding Agreement
Coordinated Border Infrastructure
Construction of Inspection Booths
CSJ: 0922-33-178

Dear Ms. Limon:

Enclosed please find a copy of the Advance Funding Agreement (AFA) for the "Construction of Inspection Booths" project. The maximum amount reimbursable under this agreement without modification is $ 8,000,000.00; reimbursement will be provided for construction only. The upfront participation cost of $20,000.00 shall be paid to the State within 30 days of execution of this agreement. Once the upfront participation is received, a federal letter of authority (FPAA) will be requested, this will allow the State to commence review of the preliminary engineering and environmental documentation. A federal letter of authority for construction will be requested once we receive the remaining participation of $15,000.00 which will be collected 60 days prior to letting. The City of Laredo will be responsible for all cost overruns.

An authority approval document (e.g., resolution, ordinance) shall be provided and attached to the AFA. Document must specifically identify the project, be current, and not include a specific dollar amount. The State's preferred signature method for AFA execution is by electronic signature via Docusign. You may contact Ms. Janece Marquez at (956) 712-7438 regarding process for partial execution or any questions you may have.

Sincerely,

DocuSigned by:
Roberto Rodriguez III
61D8B8C79B1D452...

Roberto Rodriguez, P.E.
Laredo District Planning Supervisor

Enclosure
cc: Robert Eads, Interim Co-City Manager, City of Laredo
David Salazar, P.E., District Engineer, TxDOT
Janece Marquez, Contract Specialist, TxDOT

TxDOT:			Federal Highway Administration:	
CSJ #	0922-33-178		CFDA No.	20.205
District #	22- Laredo		CFDA Title	Highway Planning and Construction
Code Chart 64 #	24000			
Project Name	Construction of Inspection Booths (FAST Lanes)		*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Coordinated Border Infrastructure Program
Off-System

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Laredo**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115005** authorizing the State to undertake and complete a highway improvement generally described as **Construction of Inspection Booths for Free and Secure Trade Lanes** (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance, for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

TxDOT:			Federal Highway Administration:	
CSJ #	0922-33-178		CFDA No.	20.205
District #	22- Laredo		CFDA Title	Highway Planning and Construction
Code Chart 64 #	24000			
Project Name	Construction of Inspection Booths (FAST Lanes)		*AFA Not Used For Research & Development*	

AGREEMENT

1. Responsible Parties:
The parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**Local Government**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**Local Government**	Right of Way and Real Property	Article 14

2. Period of the Agreement
This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

Construction of inspection booths at World Trade International Bridge. Relocating the FAST (Free and Secure Trade) lanes at the Port of Entry as shown in Attachment B.

4. Project Sources and Uses of Funds
The total estimated cost of the Project is **$11,777,307.00** as shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. The State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the

Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.

F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.

G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.

H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

K. The State will not pay interest on any funds provided by the Local Government.

L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government, the State, or the federal government will be promptly paid by the owing party.

P. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

TxDOT:			Federal Highway Administration:	
CSJ #	0922-33-178		CFDA No.	20.205
District #	22- Laredo		CFDA Title	Highway Planning and Construction
Code Chart 64 #	24000			
Project Name	Construction of Inspection Booths (FAST Lanes)		*AFA Not Used For Research & Development*	

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the

contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not

reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State

right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Laredo ATTN: City Manager 1110 Houston Street Laredo, Texas 78040	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative

bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement standards established in Title 49 CFR §18.36, to the property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including

employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity

estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://sam.gov/SAM/pages/public/index.jsf
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for

all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart	
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	
Typed or Printed Title	Typed or Printed Title
Date	Date

TxDOT:			Federal Highway Administration:	
CSJ #	0922-33-178		CFDA No.	20.205
District #	22- Laredo		CFDA Title	Highway Planning and Construction
Code Chart 64 #	24000			
Project Name	Construction of Inspection Booths (FAST Lanes)		*AFA Not Used For Research & Development*	

ATTACHMENT A

RESOLUTION OR ORDINACE

TxDOT:			Federal Highway Administration:	
CSJ #	0922-33-178		CFDA No.	20.205
District #	22- Laredo		CFDA Title	Highway Planning and Construction
Code Chart 64 #	24000			
Project Name	Construction of Inspection Booths (FAST Lanes)		*AFA Not Used For Research & Development*	

ATTACHMENT B

LOCATION MAP SHOWING PROJECT

TxDOT:			Federal Highway Administration:	
CSJ #	0922-33-178		CFDA No.	20.205
District #	22- Laredo		CFDA Title	Highway Planning and Construction
Code Chart 64 #	24000			
Project Name	Construction of Inspection Booths (FAST Lanes)		*AFA Not Used For Research & Development*	

ATTACHMENT C
PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering, Plans Specifications and Estimate (by LG)	$781,960	0%	$0	0%	$0	100%	$781,960
Construction (by Local Government)	$10,000,000	80%	$8,000,000	0%	$0	20%	$2,000,000
Construction Engineering (by Local Government)	$300,000	0%	$0	0%	$0	100%	$300,000
Subtotal	$11,081,960		$8,000,000		$0		$3,081,960
Environmental Direct State Costs	$5,000	0%	$0	0%	$0	100%	$5,000
ROW- Utilities Direct State Costs	$5,000	0%	$0	0%	$0	100%	$5,000
Engineering Direct State Costs	$10,000	0%	$0	0%	$0	100%	$10,000
Construction Direct State Costs	$ 15,000	0%	$0	0%	$0	100%	$ 15,000
Indirect State Costs	$660,347	0%	$0	100%	$660,347	0%	$0
TOTAL	$11,777,307		$8,000,000		$660,347		$3,116,960

Initial payment by the Local Government to the State: $ 20,000.00
Payment by the Local Government to the State before construction: $ 15,000.00
Estimated total payment by the Local Government to the State $ 35,000.00. This is an estimate. The final amount of Local Government participation will be based on actual costs.

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: John Orfila, Public Works Director; Yvette Limon, Bridge Director; Miguel A. Pescador, Purchasing Agent

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SUBJECT

Authorizing the ratification of an emergency purchase order to R & A Construction, Laredo, TX in the amount of $395,529.00 for emergency repairs and improvements to the El Portal building at International Bridge Number 1. Funding is available in the Laredo Bridge System Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

On July 1, 2019, City Council unanimously approved a motion to authorize the Co-Interim City Managers to execute any authority on behalf of Council necessary to avoid the planned construction by the Department of Homeland Security of a soft sided tent complex to be used as an immigration hearing facility.

BACKGROUND

The City of Laredo was informed by the DHS that it intended to immediately commence the erection of a 20,000 square foot soft sided tent to act as a temporary immigration hearing facility in the Migrant Protection Protocol Program scheduled to begin on or around August 21, 2019. The planned location of the soft-sided facility is immediately north of the City's largest hotel and the noise and aesthetics would have a devastating impact on the downtown economy. Further, the planned location is within the 100-year floodplain and susceptible to significant flooding. Therefore, to avoid a potential public calamity and address these unforeseen repairs, an emergency purchase was issued pursuant to Texas Local Government Code 252.022.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	
Source of Funds:	Laredo Bridge System
Account #:	55340105832010
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Building **43. a.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Victor J. Linares, P.E.; Acting Building Director

SUBJECT

2019-R-106 Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Albino Santos Jr. for a proposed project located at 1220 E Bustamante Street, Lot 5; Block 665, eastern division that consists of new construction, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of $162,834.65, estimated annual tax abatement total of $1,032.38 and estimated total fee waivers of $3,492.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

PREVIOUS COUNCIL ACTION

Designing and Creating a Neighborhood Empowerment Zone One within the City of Laredo, and making the necessary findings of public benefit and public purpose to support the creation of the zone in districts III and VIII for the downtown and heights area in the City of Laredo for the purpose of development

BACKGROUND

The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

ALBINO SANTOS JR has proposed a new project located at 1220 E BUSTAMANTE STREET. The project will NEW CONSTRUCTION a NEW CONSTRUCTION on the property. The estimated capital investment of the project is $162,834.65. The project is located within the NEZ District 3 and meets the zoning requirements as established by the NEZ criteria.

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff **recommends** that City Council approve this resolution

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Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The project has an estimated capital investment total of $162,834.65, estimated annual tax abatement total of $1,032.38 and estimated total fee waivers of $3,492.00.

Attachments

Resolution
application
deed
cost estimate
construction plans
supporting documents

COUNCIL COMMUNICATION

DATE:	SUBJECT: RESOLUTION NO. 2019-R-106
08/05/2019	**AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND ALBINO SANTOS JR FOR A PROPOSED PROJECT LOCATED AT 1220 E BUSTAMANTE STREET, LOT 5; BLOCK 665; EASTERN DIVISION THAT CONSISTS OF NEW CONSTRUCTION, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ). THIS AGREEMENT WILL BE FOR A FIVE (5) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF $162,834.65, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF $1,032.38 AND ESTIMATED TOTAL FEE WAIVERS OF $3,492.00. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.**

INITIATED BY:	STAFF SOURCE:
Robert A. Eads Interim Co-City Manager	Victor J. Linares, P.E. Acting Director Building Development Services Department

PREVIOUS COUNCIL ACTION:

Designing and Creating a Neighborhood Empowerment Zone One within the City of Laredo, and making the necessary findings of public benefit and public purpose to support the creation of the zone in districts III and VIII for the downtown and heights area in the City of Laredo for the purpose of development.

BACKGROUND:

The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

ALBINO SANTOS JR has proposed a new project located at 1220 E BUSTAMANTE STREET. The project will NEW CONSTRUCTION a NEW CONSTRUCTION on the property. The estimated capital investment of the project is $162,834.65. The project is located within the NEZ District 3 and meets the zoning requirements as established by the NEZ criteria.

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees.

FINANCIAL IMPACT:

Based on the above representations the estimated fee waivers by the City of Laredo will approximately total: $3,492.00and estimated FIVE (5) year total tax abatement is anticipated to be $ 5,161.90

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A	Staff **recommends** that City Council approve this resolution.

RESOLUTION NO. 2019-R-106

AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND ALBINO SANTOS JR FOR A PROPOSED PROJECT LOCATED AT 1220 E BUSTAMANTE STREET, LOT 5; BLOCK 665; EASTERN DIVISION THAT CONSISTS OF NEW CONSTRUCTION, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ). THIS AGREEMENT WILL BE FOR A FIVE (5) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF $162,834.65, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF $1,032.38 AND ESTIMATED TOTAL FEE WAIVERS OF $3,492.00. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.

WHEREAS, the City of Laredo has previously approved Resolution No. 2013-R-023, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

WHEREAS, ALBINO SANTOS JR is proposing a project located at 1220 E BUSTAMANTE STREET, LOT 5; BLOCK 665; EASTERN DIVISION, located within the NEZ District 3, that meets the required criteria;

WHEREAS, the project is eligible for fee waivers and tax abatement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laredo that:

The project located at 1220 E BUSTAMANTE STREET is hereby approved for fee waivers which will approximately total $3,492.00 and tax abatement which will approximately total $1,032.38 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this ____ day of _____, 2019.

BY: _____

PETE SAENZ, JR

MAYOR

ATTEST:

_____

JOSE A. VALDEZ, JR

CITY SECRETARY

APPROVED AS TO FORM:

_____

BY: KRISTINA LAUREL HALE

CITY ATTORNEY

TAX ABATEMENT AND INCENTIVE AGREEMENT
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE

This Agreement is made and entered into by and between ALBINO SANTOS JR, duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the "City"), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto.

RECITALS

WHEREAS, the City of Laredo pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the "Neighborhood Empowerment Zone," has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and other incentives;

WHEREAS, ALBINO SANTOS JR is the owner of the land located within said Neighborhood Empowerment Zone and described as 1220 E BUSTAMANTE STREET, ("Property") which exhibit is incorporated herein by reference for all purposes; and

WHEREAS, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and ALBINO SANTOS JR have this day entered into the following contract and agreement:

I. TERM

This agreement shall be for a period of FIVE (5) years becoming effective on January 1st of the year following the year in which a Certificate of Occupancy is issued.

II. OWNER COVENANTS

A. Project

ALBINO SANTOS JR shall cause to be CONSTRUCTION a new project located at 1220 E BUSTAMANTE STREET, LOT 5; BLOCK 665; EASTERN DIVISION, that consists of a NEW CONSTRUCTION with an estimated value of at least $162,834.65. ALBINO SANTOS JR agrees to limit the use of the property described herein for said RESIDENTIAL development use as that term is defined in the Zoning Ordinance of the City of Laredo.

B. Completion Date

ALBINO SANTOS JR certifies that the RESIDENTIAL project construction will be completed within one year from issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond ALBINO SANTOS JR's reasonable control as determined by the City of Laredo in its sole

discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

C. Use of Property

ALBINO SANTOS JR covenants that the project shall be CONSTRUCTION in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as a RESIDENTIAL development.

III. TAX ABATEMENT

Subject to and in accordance with this Agreement, the City hereby grants to ALBINO SANTOS JR a real property tax abatement of City of Laredo imposed taxes on the Property for a period of FIVE (5) years. The total estimated amount of the Abatement granted under this Agreement shall be approximately $5,161.90. The total certified Base Value for year 2019 as determined by the Webb County Appraisal District is $47,040.00

IV. WAIVER OF PERMIT FEES

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately $3,492.00.

V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS

A. Inspection of Property

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to ALBINO SANTOS JR the City shall have and ALBINO SANTOS JR shall provide access to the Property in order for the City to inspect the Property and evaluate the required improvements to ensure compliance with the terms and conditions of this Agreement. ALBINO SANTOS JR shall cooperate fully with the City during any such inspection and/or evaluation.

B. Certification

ALBINO SANTOS JR shall certify annually to the City that it is in compliance with each applicable tem of this Agreement. The City shall have the right to audit the Property. ALBINO SANTOS JR shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

VI. DEFAULT AND RECAPTURE

ALBINO SANTOS JR shall be in default of this Agreement if ALBINO SANTOS JR for any reason fails to substantially comply with the development of the property, discontinues the RESIDENTIAL development operations as required by the terms of this Agreement, or if any representation made by ALBINO SANTOS JR is false or misleading in any material aspect. Termination of this Agreement may be effected if default is not cured within sixty (60) days after written notice by the City to ALBINO SANTOS JR. If the City terminates this Agreement as a result of default by ALBINO SANTOS JR, the tax abatement shall be immediately abolished and the City shall have the right to recapture the amount of all previously waived permit and inspection fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to ALBINO SANTOS JR, and ALBINO SANTOS JR hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if ALBINO SANTOS JR fails to timely pay the bill. Nothing in this Agreement shall preclude ALBINO SANTOS JR from disputing the bill.

VII. TERMINATION AT WILL

If the City and ALBINO SANTOS JR mutually determine that the development or use of the Property is longer appropriate or feasible, or that a better use is preferable, the City and ALBINO SANTOS JR may terminate this Agreement in writing signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

VIII. VENUE AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City of Laredo. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

IX. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

X. BINDING EFFECT

This agreement shall insure to the benefit of and be binding upon the City and ALBINO SANTOS JR and their affiliated, subsidiaries, successors and assigns.

Executed this the day of _____, 2019, by City of Laredo.

BY: _____

Robert A. Eads, Interim Co-City Manager

Executed this the day of _____, 2019, by City of Laredo.

BY: _____

Robert A. Eads, Interim Co-City Manager

ATTEST:

_____

JOSE A. VALDEZ, JR

City Secretary

APPROVED AS TO FORM:

Kristina Laurel Hale

City Attorney

_____

Executed this the day of _____, 2019, by ALBINO SANTOS JR

BY: _____

Name: _____

Title: _____

BY: _____

Name: _____

Title: _____

CITY OF LAREDO
NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) PROGRAM

PROJECT CERTIFICATION APPLICATION

I. Application Checklist – please submit the following documentation

- ☐ A completed application form
- ☐ **Non Refundable Application fee** – For basic incentives application **excluding** Tax Abatement, the application fee is $100.00. For multi-family, commercial, industrial, commercial facilities, and mixed-use tax abatement application; 0.5% of the total Capital Investment of the project, with a $150.00 minimum and not to exceed $1,000.00; for residential **tax abatement** applications: $100.00 per house.
- ☐ Proof of ownership, such as a warranty deed, affidavit of heirship, or a probated will **OR** evidence of site control, such as option to buy (**A registered warranty deed is required for a tax abatement application)**
- ☐ A reduced 11 x 17 floor plan, site plan, and site elevation with a written detailed project description that includes a baseline performance standard and a construction time
- ☐ A detailed line item budget showing the cost breakdown for the project

Incomplete applications will not be processed for certification until all required documents shown in the above checklist are submitted within 30 days after the application is received.

You must apply for tax abatement before any building permits are issued for your property and before any improvements are made to your property. It takes 30-60 business days to complete the Tax Abatement Agreement approval process after the issuance of the NEZ Certification depending on the complexity of your project. All building permits must be pulled within the 12 month period that certification was approved, or within 12 month period that the tax abatement was approved or you will be required to re-apply for NEZ incentives.

II. Applicant/Agent Information

1. **Applicant:** Albino Santos Jr.
2. **Contact Person:** Albino Santos Jr.
3. **Address:** ~~1220 E. Bustamante ST. Laredo Tx 78040~~ 417 N. Texas Ave Laredo TX 78040
   Street **City** **State** **Zip**
4. **Phone Number:** 956-645-1640
5. **Fax No.:** N/A
6. **E-Mail:** N/A
7. **Agent (if any):** N/A

8. Address: N/A 1220 E Bustamante TY 78040
Street City State Zip

9. Phone No.: N/A

10. Fax No.: N/A

11. E-Mail: N/A

PROJECT ELIGIBILITY

1. **Please list down the addresses and legal descriptions of the project. Attach metes and bounds description if no address or legal description is available. Attach a map showing the location of the project.**

Table 1 Property Ownership

Address (Project Location)	Zip Code	Subdivision Name	Lot No.	Block No.
1220 E. Bustamante ST	78040	Eastern Division City of Laredo	5	6665

2. **For each property listed in Table 1, please check the boxes below to indicate if:**

- ☐ There are taxes past due or:
- ☐ There are City liens; or
- ☐ You (meaning the applicant, developer, associates, agents, principals) have been subject to a Order of Demolition where the property was demolished within the last 5 years.

Table 2 Property Taxes and Liens

Address N/A	Property Taxes Due	Weed Liens	Board-up/Open Structure Liens	Demolition Liens	Paving Liens	Order of Demolition
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐

(Please see attached sheets of paper as needed.)

If there are taxes due or liens against any property in the City of Laredo you <u>may not</u> be eligible for NEZ incentives.

3. **Does the proposed project conform with City of Laredo zoning?** ☐ **Yes** ☐ **No**

If no, what steps are being taken to ensure compliance?

4.

Project Type:	☒ SingleFamily	☐ Multi- Family	☐ Commercial	☐ Industrial	☐ Community Facilities	☐ Mixed-Use

☒ Owner Occupied
☐ Rental Property

5. **Please describe the proposed residential or commercial project and provide 11 x 17 drawing:** 3 Bdroom / 2 ½ bath/2 car garage - Owner occupied - Single family dwelling.

6. **If your project is commercial, industrial, or mixed-use project, please describe the types of business that is being proposed:** N/A

7. **Is this new construction or rehabilitation project?** ☒ **New Construction** ☐ **Rehabilitation**

8. **How much is the total development cost of your project?** 162,834.65

9. **Will the eligible rehabilitation work equal to at least 20% of the Webb County Appraisal District (WEEBCAD) assessed value of the structure during the year rehabilitation occurs?** ☑ **Yes** ☐ **No**

- Eligible rehabilitation includes only physical improvements to real property. It does NOT include: Front yard fencing consisting of chain-link or solid material construction; personal property such as furniture, equipment, and/or supplies. Total eligible rehabilitation costs shall equal to 20% of WEEBCAD appraised value of the structure during the year rehabilitation occurs.

10. **How much is the total square footage of your project?** 2951 **sq. ft.**

11. **<u>For a single family homeownership, mixed-use, or multi-family development project</u>, please fill out the number of residential units.**

Table 3 Number of Residential Units

Number of Unites	Percentage
1	100%

12. **<u>For a commercial, industrial, or community facilities project</u>, indicate square footage of non-residential space.**

Commercial	Industrial	Community Facilities
N/A	N/A	N/A

13. **What is your Capital Investment***for this project? Please use the following table to provide the detail and amount of your Capital Investment (Attached additional sheets if necessary).**

Table 4 Itemized Budget of the Project

Item	Amount	Notes
See Attached		
TOTAL		

***Capital investment includes only real property improvements such as new facilities and structures, site improvements, facility expansion, and facility modernization. Capital Investment DOES NOT include land acquisition costs and/or any existing improvements, or personal property (such as machinery, equipment, and/or supplies or inventory).

14. **For a mixed-use project, please indicate the percentage of all uses in the project in the following table.**

Table 5 Percentages of uses in a Mixed Use Project

Type	Square Footage	Percentage
N/A		
TOTAL		

III. INCENTIVES - What incentives are you applying for?

Municipal Property Tax Abatements

- ☒ 5 years
- ☐ More than 5 years
- ☐ Apartments
- ☒ Residential Owner Occupied
- ☐ Residential Rental Property
- ☐ Commercial

Development Fee Waivers

- ☒ All building permit related fees
  - Building, Plumbing, Electrical, and Mechanical Permit Fees
  - Plans Review Fee
  - Fire Inspection
- ☐ Plat application fee (including concept plan, preliminary plat, final plat, short form replat)
- ☒ Zoning application fee
- ☐ Floodplain Fees
- ☐ Demolition Fees
- ☒ Right of Way (curb, street cut) Fees
- ☒ Sprinkler System fees
- ☒ Waste Permit fees (meter)

IV. ACKNOWLEDGMENTS

I hereby certify that the information provided is true and accurate to the best of my knowledge.

I understand that the approval of fee waivers and other incentives shall not be deemed to be approval of any aspect of the project and that the application must be ratified by the City Council. I understand that I am responsible in obtaining required permits and inspections from the City and in ensuring the project is located in the correct zoning district.

Albino Santos Jr. _____ 6-10-2019

PRINTED OR TYPED NAME | AUTHORIZED SIGNATURE | DATE

Please mail or fax your application to:

Building Development Services Department

1120 San Bernardo, Laredo, Texas 78040

P: 956.794.1625 F: 956.795.2998

Electronic version of this form is available on the City of Laredo website. For more information on the NEZ program, please visit our website at ***www.cityoflaredo.com/building***

For Office Use Only

Application No._____ In which NEZ? _____ Council District _____

Application Completed Date: _____ Conform with Zoning? ☐ Yes ☐ No

Type: ☐ Single Family ☐ Multi-Family ☐ Commercial ☐ Industrial

☐ Community Facilities ☐ Mixed Use

Construction Completion Date: ☐ before NEZ ☐ after NEZ

Ownership/Site Control ☐ Yes ☐ No

WEBBCAD Account No. _____ Consistent with the NEZ plan? ☐ Yes ☐ No

Minimum Capital Investment? ☐ Yes ☐ No

Rehabilitation at or higher than 20%? ☐ Yes ☐ No Meet Mixed-Use Definition ☐ Yes ☐ No

Tax current on this property? ☐ Yes ☐ No City liens on this property? ☐ Yes ☐ No

Tax Current on other properties ☐ Yes ☐ No City liens other properties? ☐ Yes ☐ No

	This Property		Other Properties	
Weed Liens	☐ Yes	☐ No	☐ Yes	☐ No
Board-up/open structure liens	☐ Yes	☐ No	☐ Yes	☐ No
Demolition liens	☐ Yes	☐ No	☐ Yes	☐ No
Paving liens	☐ Yes	☐ No	☐ Yes	☐ No
Order of Demolition	☐ Yes	☐ No	☐ Yes	☐ No

Certified? ☐ Yes ☐ No Date certification issued? _____

If not certified, reason _____

_____

Referred to:_____

REV 04-2013

stewart title

Real partners. Real possibilities.

August 22, 2018

Albino Santos Jr.
Alicia Santos
3102 Conde Dr
Laredo TX 78045

File No.: 230721
Property Address: 1220 Bustamante Street, Laredo, TX 78040

Dear Valued Customer:

In connection with the transaction we completed for you, please find enclosed the recorded Warranty Deed.

It is your responsibility as purchasers to contact the Appraisal District Office to change the tax rolls so that this property is assessed in your name. The Appraisal District Office is located at:

Webb County Appraisal District
3302 Clark Blvd.
Laredo, Texas 78043
Phone (956) 718-4091

Please keep your Owner's Title Policy in a safe place. You may need it, if you decide to sell, refinance, or do improvements to your property.

Our company now has a permanent file for this property and can easily assist you with your title insurance needs in the future. We appreciate your business and we trust that this transaction was handled in a satisfactory manner. We look forward to serving you again in the future. If you should require anything further, please contact the undersigned.

Sincerely,

Maria Elena Torres

Policy Dept.

Stewart Title Company
1016 Monaco Blvd
Laredo, TX 78045
(956) 717-8339 main (956) 791-5555 fax
lperez@stewart.com

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date: July 23, 2018

Grantor: Curt G. Griffis, by and through his Attorney-in-Fact, Martha G. Cruz, a/k/a Martha G. Reyes, a/k/a Martha G. Lopez, pursuant to General Power of Attorney

Grantor's Mailing Address:

CURT G GRIFFIS
11911 BAMMEL
SAN ANTONIO, TX 78213

Grantee: Albino Santos, Jr. and Alicia Santos

Grantee's Mailing Address:

3102 Conde Dr.
Laredo, Webb County, TX 78045

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lot Five (5), Block Six Hundred Sixty-five (665), situated in the Eastern Division of the City of Laredo, Webb County, Texas, according to the Brigido H. Flores replat thereof recorded in Volume 2, Page 154, Plat Records of Webb County, Texas; SAVE AND EXCEPT 540.38 square feet out of said lot being more fully described in deed dated October 6, 2000, recorded in Volume 971, Page 316, Official Public Records of Webb County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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11911 BAMMEL
SAN ANTONIO, TX 78213

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Grantee's Mailing Address:

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Laredo, Webb County, TX 78045

Consideration:

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Reservations from and Exceptions to Conveyance and Warranty:

1. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

2. Easement, Right of Way and/or Agreement granted to City of Laredo, by instrument dated October 6, 2000, recorded in/under Volume 971, Page 316 of the Official Public Records, Webb County, Texas.
3. Any visible and apparent easement, either public or private, located on or across the land, the existence of which is not disclosed by the Public Records as defined in the Conditions of this Policy.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Curt G Griffis, by
Martha G Cruz, Attorney in Fact

Curt G. Griffis, by and through
Attorney-in-Fact, Martha G. Cruz, a/k/a
Martha G. Reyes, a/k/a Martha G. Lopez

(Acknowledgment)

STATE OF TEXAS §

COUNTY OF ~~WEBB~~ Bexar §

This instrument was acknowledged before me on this the 23 day of July, 2018, by Martha G. Cruz, a/k/a Martha G. Reyes, a/k/a Martha G. Lopez, Attorney-in-Fact for Curt G. Griffis.

JESSIE MICHELLE CALDERON
Notary Public, State of Texas
Comm. Expires 10-17-2021
Notary ID 124018491

J Calderon
Notary Public, State of Texas
My commission expires: 10-17-21

GF No. 230721

AFTER RECORDING RETURN TO:

STEWART TITLE
1016 MONACO BLVD.
LAREDO, TX 78045

PREPARED IN THE LAW OFFICE OF:

FLORES & RITCHIE LLC
493 MADISON STREET
EAGLE PASS, TX 78852

AFTER RECORDING RETURN TO:

STEWART TITLE
1016 MONACO BLVD.
LAREDO, TX 78045

PREPARED IN THE LAW OFFICE OF:

FLORES & RITCHIE LLC
493 MADISON STREET
EAGLE PASS, TX 78852

DOC #1335971
Recorded 08/02/2018 11:03:23 AM

By: MARTIN LOPEZ, DEPUTY
MARGIE RAMIREZ IBARRA, COUNTY CLERK
Fees: $34.00

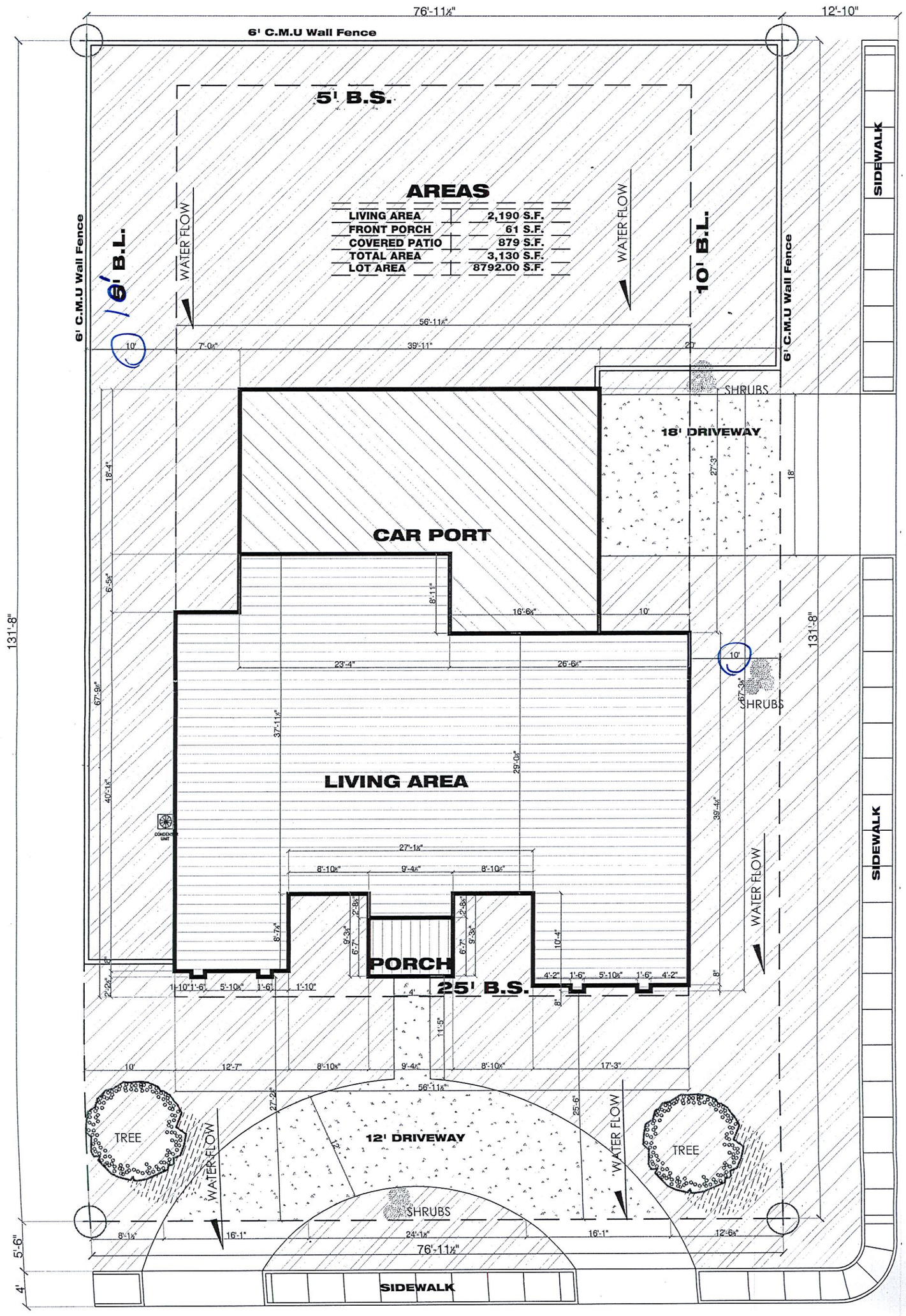
STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND AT THE TIME STAMPED HERON BY ME AND WAS DULY RECORDED IN THE VOLUME AND PAGE OF THE OFFICIAL PUBLIC RECORDS OF WEBB COUNTY TEXAS AS STAMPED HEREON BY ME

COUNTY CLERK
WEBB COUNTY, TEXAS

JM Navarro Construction - Builder Cost Estimate					
Project:	Albino Santos				
Property	1220 Bustamantes				
Total Sq. Ft.	2951				Square Feet
Living Area	2173				Square Feet
Lot					Square Feet
		Quantity	**Unit Price**		**Projected Homeowner Cost**
House Plan	General Requierments	1	900.00	$	900.00
Foundation Engineering Plan				$	-
Geo & Found Engineering				$	-
Construction Material testing					
Retaining Wall Plan					
Builder Risk Insurance	General Requierments	1	500.00	$	500.00
2-10 Home Warranty	General Requierments			$	-
Building Permit				$	-
Termite Treatment		1	300.00	$	300.00
Portable Toilet	General Requierments	3	180.00	$	540.00
Dumpster	General Requierments	3	250.00	$	750.00
Fill dirt		6	180.00	$	1,080.00
Concrete		120	94.00	$	11,280.00
Foundation Material		1	5,700.00	$	5,700.00
Foundation Labor			-	$	-
Electrical Meter	General Requierments	1	500.00	$	500.00
Temporary Pole & meter	General Requierments			$	-
Water Meter	General Requierments	1	500.00	$	500.00
Water Line	General Requierments	1	500.00	$	500.00
Plumbing Labor		14	450.00	$	6,300.00
Plumbing	Allowance	1	3,500.00	$	3,500.00
Framing Material	Allowance	1	16,000.00	$	16,000.00
Framing Labor		2951	3.50	$	10,328.50
Floor Trusses				$	-
Inside Cleanup		1	500.00	$	500.00
Windows	Allowance	1	1,620.00	$	1,620.00
Masonary - Stucco	Salazar	1	6,000.00	$	6,000.00
Masonary - Stone Labor	Allowance	1	1,500.00	$	1,500.00
Masonary - Stone Material	Allowance	3	500.00	$	1,500.00
Floor Tile		2173	1.25	$	2,716.25
Floor tile Labor/includes grout & thinset		2173	2.00	$	4,346.00
Shower Tile,grout & thinset		270	5.00	$	1,350.00
Shower Labor		2	800.00	$	1,600.00
Dirt Work for driveway/sideway	Allowance	1	600.00	$	600.00
Doors(Int) Allowance	14	1	1,600.00	$	1,600.00
Doors(ext) Allowance	2	1	1,200.00	$	1,200.00
Hardware Allowance		1	950.00	$	950.00
Electrician Labor		2951	3.25	$	9,590.75

Electrical Fixtures		2951	1.50	$	4,426.50
Sheetrock		525	9.48	$	4,977.00
Sheetrock Green Board		25	12.48	$	312.00
Sheetrock Labor		1	1,850.00	$	1,850.00
Insulation (Labor & Material).	Allowance	1	3,459.00	$	3,459.00
Insulation exterior block wall		1			
Kitchen Cabinets		1	7,210.00	$	7,210.00
Granite countertops	Allowance	1	6,500.00	$	6,500.00
Trim Material/allowance		1	1,858.00	$	1,858.00
Trim Labor		2981	0.65	$	1,937.65
Mirrors	3 mirrors @150	3	150.00	$	450.00
Shower Door(only master)		1	450.00	$	450.00
Tape & Float, Paint	Allowance	1	5,400.00	$	5,400.00
Garage Door and opener	Allowance	1	750.00	$	750.00
Roof (Material)	25 yrs.	24	22.00	$	528.00
Roof (Material)	30 yrs.	135	25.00	$	3,375.00
Roof (Labor)		1	1,500.00	$	1,500.00
Air Cond/Heat		5	1,350.00	$	6,750.00
Appliances	Allowance			$	-
Utilities	General Requierments	1	350.00	$	350.00
Driveway/Sidewalks	Allowance	1	6,500.00	$	6,500.00
Apartment Stairs					
Parking lot				$	-
Outside cleanup				$	-
Sprinkle system					
Landscaping		1	1,500.00	$	1,500.00
Fence (SMU)		1	8,500.00	$	8,500.00
Security System		1	500.00	$	500.00
Lot					
Closing Cost				$	-
Interest				$	-
Management	General Requierments			$	-
			Total	$	162,834.65
			Sales Price	$	165,000.00
			Difference	$	2,165.35

SITE PLAN



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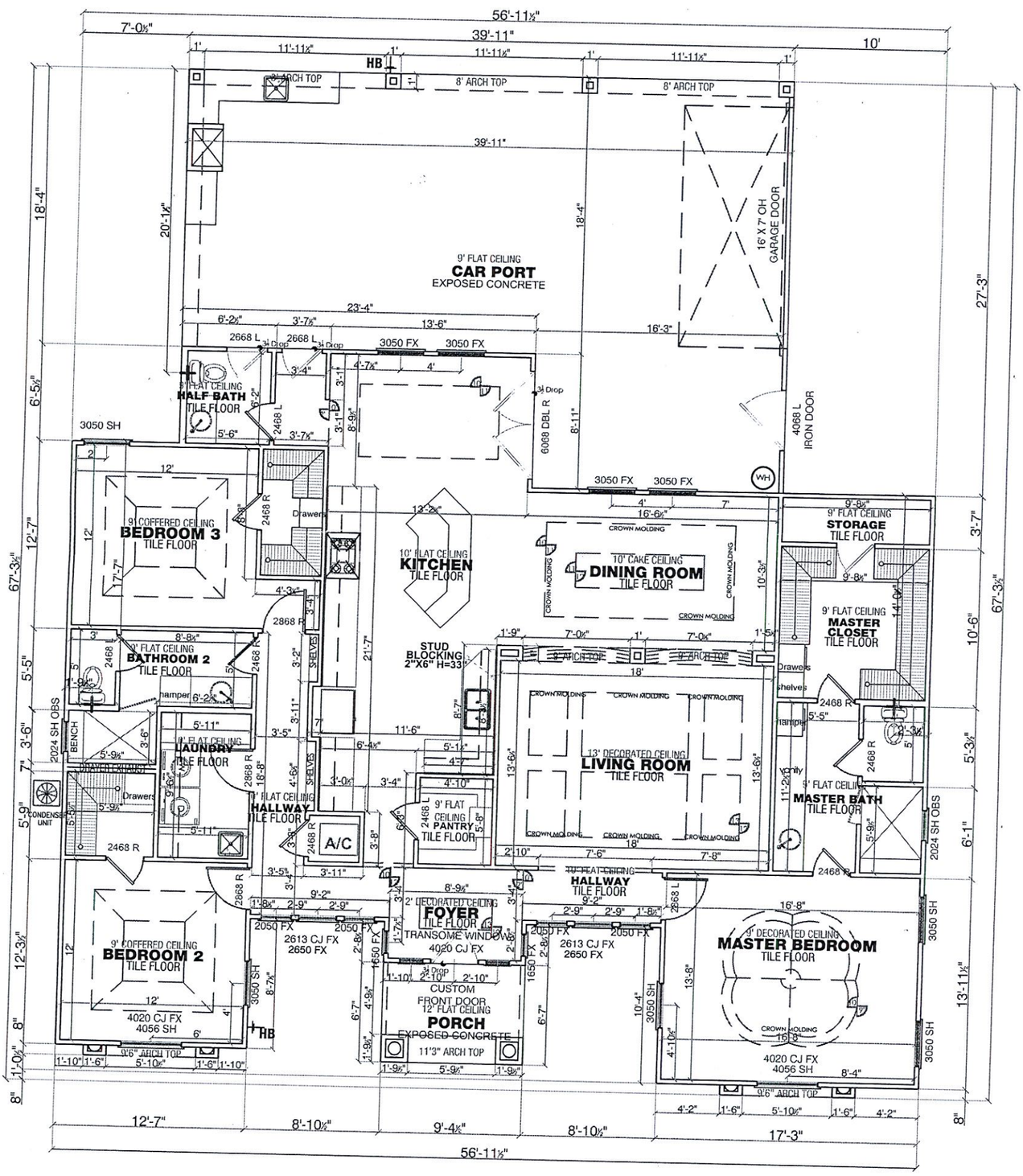
Design By:
Eduardo Salazar

RESIDENCE FOR: SANTOS ALBINO JR & SANTOS ALICIA
DATE: APRIL 2019
LEGAL DESCRIPTION: LOT 5 BLK 665 ED. LAREDO, TEXAS
ADDRESS: 1220 BUSTAMANTE ST
GRAPHIC SCALE:
SHEET NAME: SITE PLAN
SCALE: 3/32' = 1ft
DESIGN/DRAWN BY: E S
SHEET NUMBER: 1 OF 7

AREAS

LIVING AREA	2,190 S.F.
FRONT PORCH	61 S.F.
COVERED PATIO	879 S.F.
TOTAL AREA	3,130 S.F.
LOT AREA	8792.00 S.F.



SUBJECT TO FIELD INSPECTION

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Design By:
Eduardo Salazar

RESIDENCE FOR: SANTOS ALBINO JR & SANTOS ALICIA
DATE: APRIL 2019
LEGAL DESCRIPTION: LOT 5 BLK 665 ED. LAREDO, TEXAS
ADDRESS: 1220 BUSTAMANTE ST
GRAPHIC SCALE:
SCALE: 1/8' = 1ft
DESIGN/DRAWN BY: E S

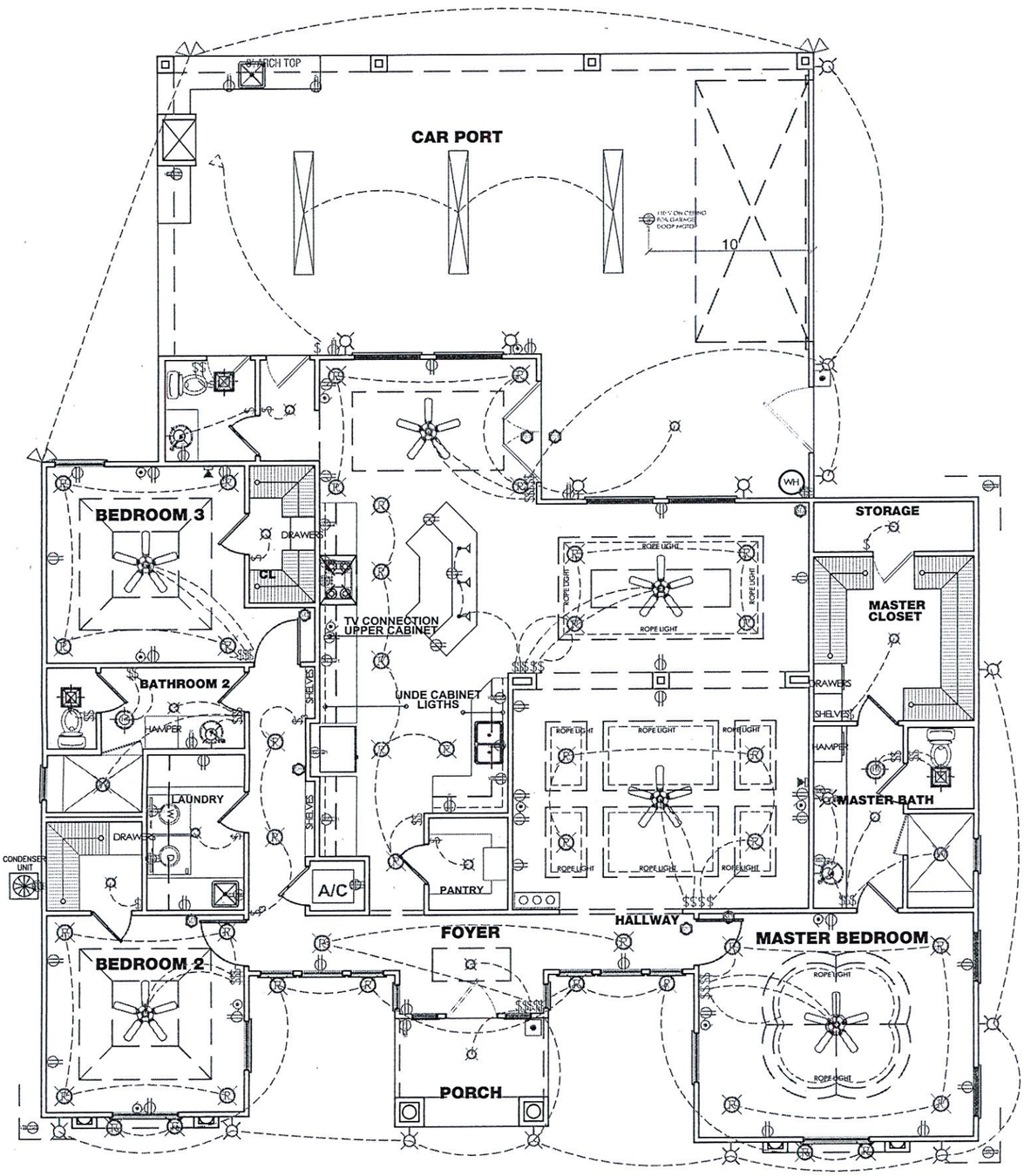
SHEET NAME: FLOOR PLAN

SHEET NUMBER: 2
OF 7

ELECTRICAL PLAN

AREAS

LIVING AREA	2,190 S.F.
FRONT PORCH	61 S.F.
COVERED PATIO	879 S.F.
TOTAL AREA	3,130 S.F.
LOT AREA	8792.00 S.F.



ELECTRICAL SYMBOLS

$	SINGLE POLE SWITCH.		CHIME
$3	THREE WAY SWITCH.		SMOKE DETECTOR
	DUPLEX OUTLET 110 V.		1 x 6 FLUORESCENT LIGHT FIXTURE.
	HVY. DTY. DUPLEX OUTLET 220 V.		FLOOD LIGHT.
	DUPLEX OUTLET W / GROUND FAULT INTERRUPTOR.		FAN LIGHT.
	CABLE T.V. OUTLET.		OPEN GARAGE DOOR
	PHONE OUTLET.		RECESSED LIGHT.
	WALL MOUNTED FIXTURE.		WATERPROOF RECESSED LIGHT
	CEILING FIXTURE.		PENDANT LIGHT
	VENT / LIGHT/ HEATER.		GAS
	DOOR BELL		CARBON MONOXIDE DETECTOR
	CEILING HEATER		

SUBJECT TO FIELD INSPECTION

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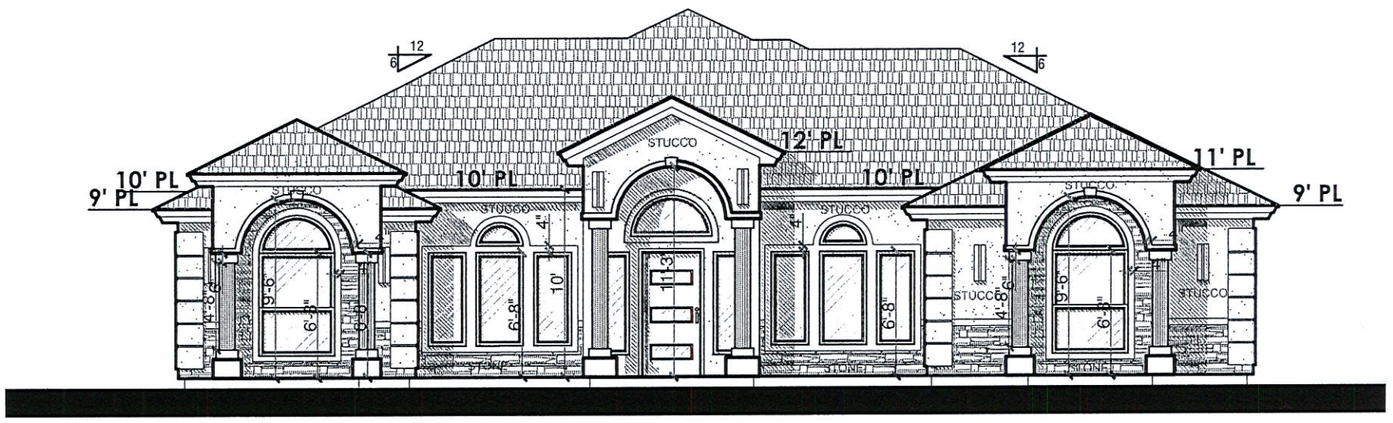
Design By:
Eduardo Salazar

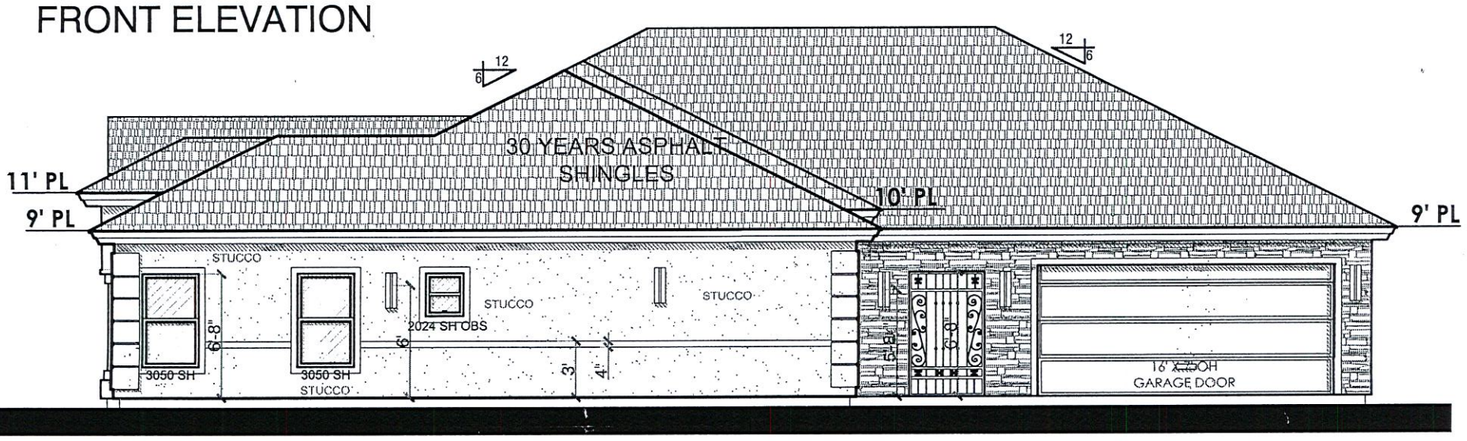
RESIDENCE FOR: SANTOS ALBINO JR & SANTOS ALICIA
DATE: APRIL 2019
LEGAL DESCRIPTION: LOT 5 BLK 665 ED. LAREDO, TEXAS
ADDRESS: 1220 BUSTAMANTE ST
GRAPHIC SCALE:
SHEET NAME: ELECTRICAL PLAN
SCALE: 1/8' = 1ft
DESIGN/DRAWN BY: E S
SHEET NUMBER: 3
OF 7

AREAS

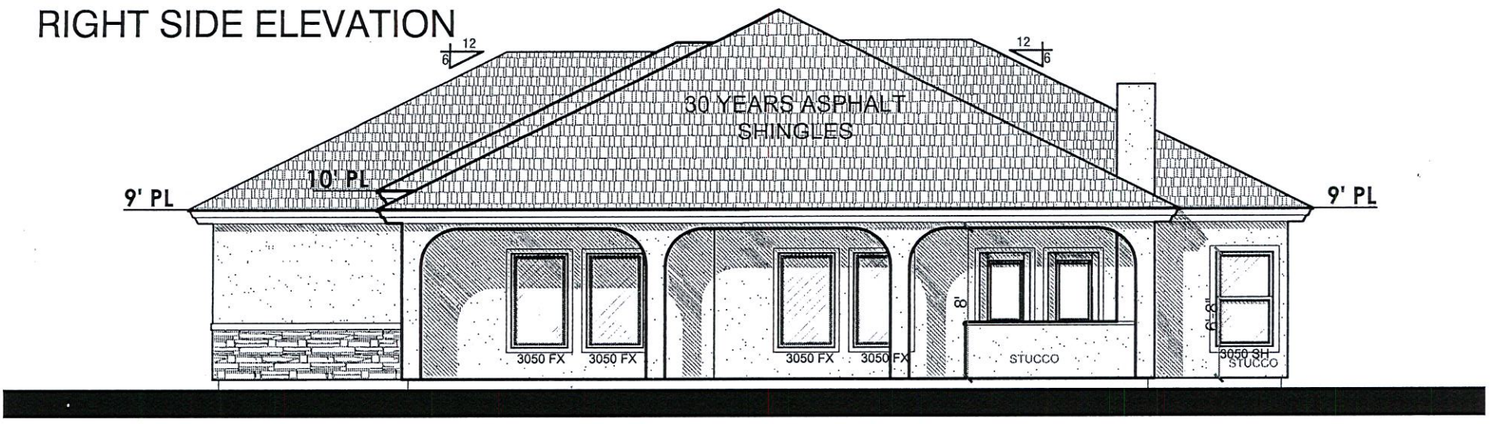
LIVING AREA	2,190 S.F.
FRONT PORCH	61 S.F.
COVERED PATIO	879 S.F.
TOTAL AREA	3,130 S.F.



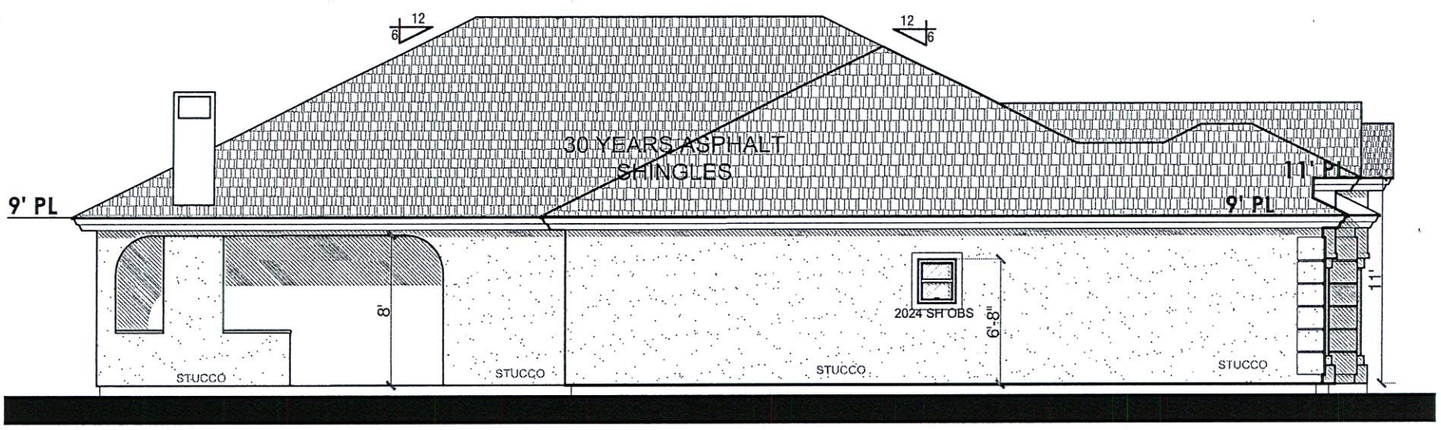
FRONT ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

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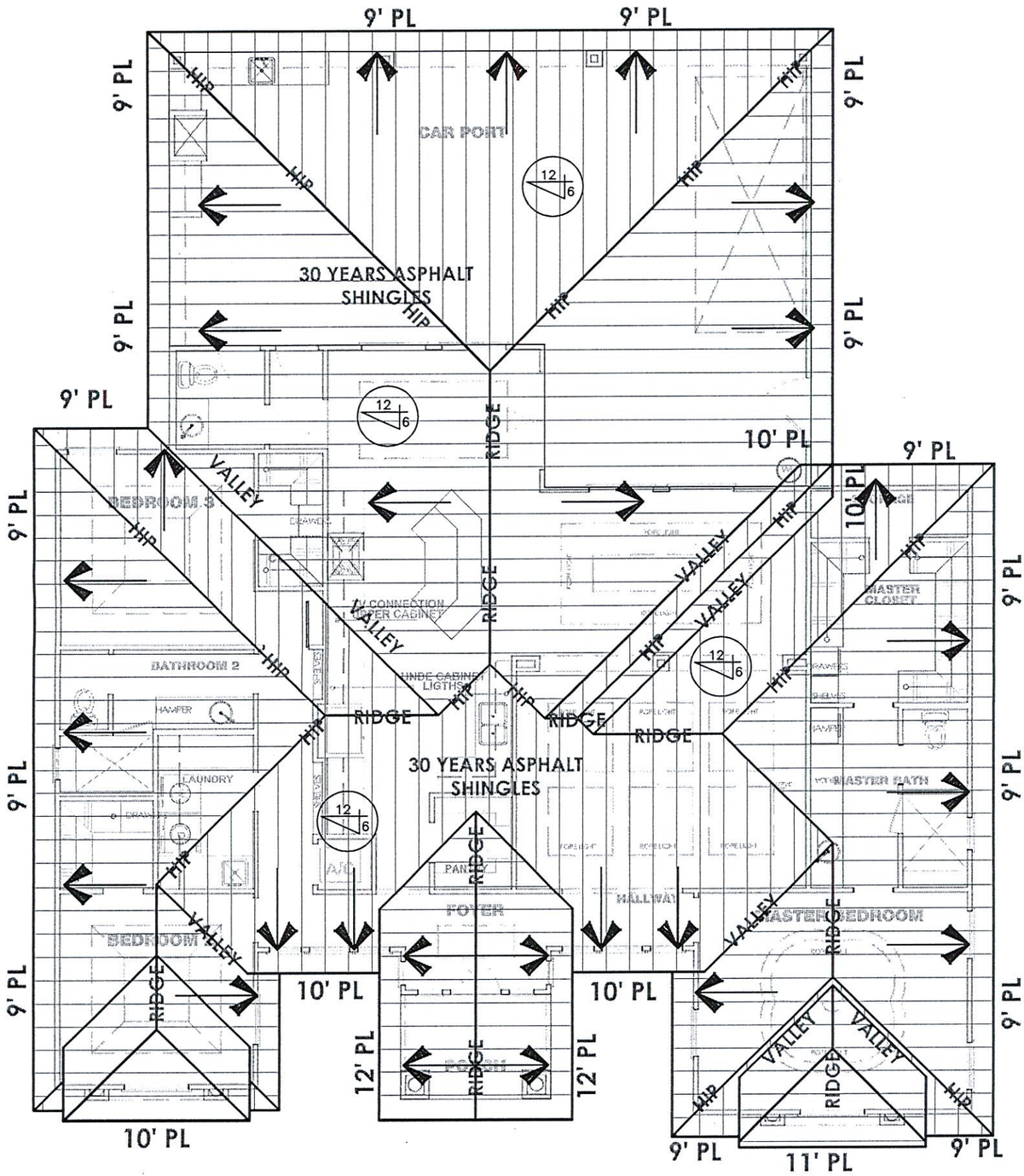
Design By:
Eduardo Salazar

RESIDENCE FOR: SANTOS ALBINO JR & SANTOS ALICIA
DATE: APRIL 2019
LEGAL DESCRIPTION: LOT 5 BLK 665 ED. LAREDO, TEXAS
ADDRESS: 1220 BUSTAMANTE ST
GRAPHIC SCALE:
SHEET NAME: ELEVATIONS PLAN
SCALE: 1/8' = 1ft
DESIGN/DRAWN BY: E S
SHEET NUMBER: 4
OF 7

AREAS

LIVING AREA	2,190 S.F.
FRONT PORCH	61 S.F.
COVERED PATIO	879 S.F.
TOTAL AREA	3,130 S.F.
LOT AREA	8792.00 S.F.



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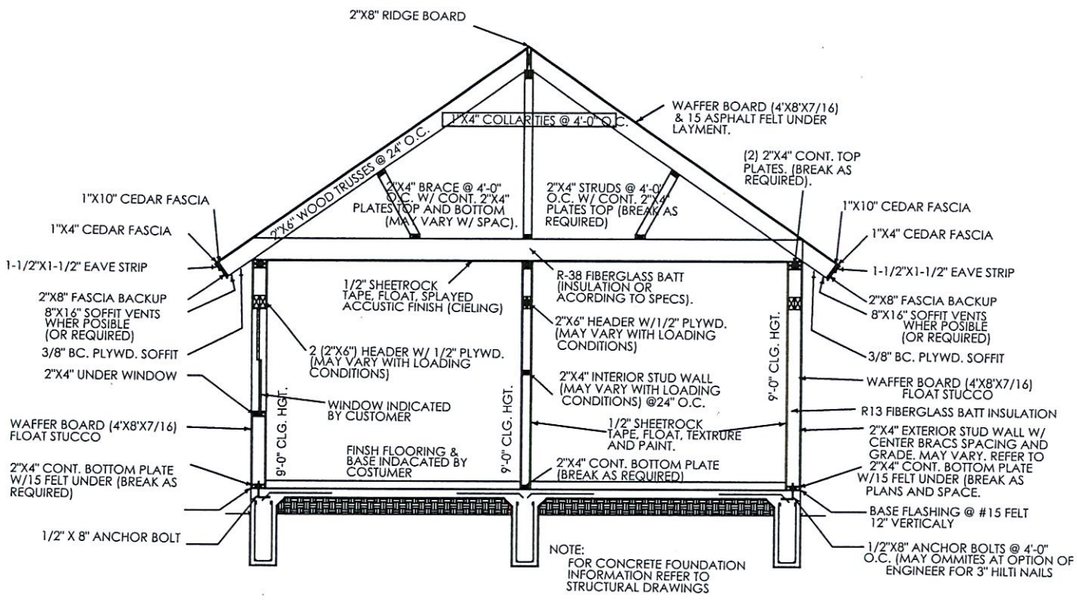
Design By:
Eduardo Salazar

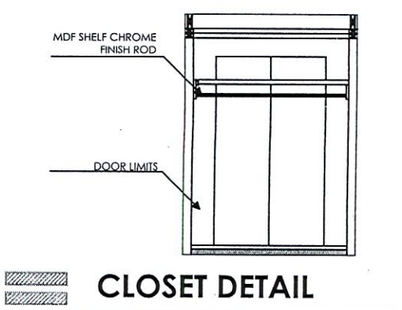
RESIDENCE FOR: SANTOS ALBINO JR & SANTOS ALICIA
DATE: APRIL 2019
LEGAL DESCRIPTION: LOT 5 BLK 665 ED. LAREDO, TEXAS
ADDRESS: 1220 BUSTAMANTE ST
GRAPHIC SCALE:
SHEET NAME: **ROOF PLAN**
SCALE: 1/8' = 1ft
DESIGN/DRAWN BY: ES
SHEET NUMBER: **5** OF 7

AREAS

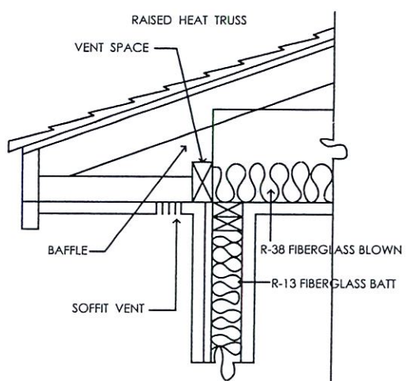
LIVING AREA	2,190 S.F.
FRONT PORCH	61 S.F.
COVERED PATIO	879 S.F.
TOTAL AREA	3,130 S.F.
LOT AREA	8792.00 S.F.



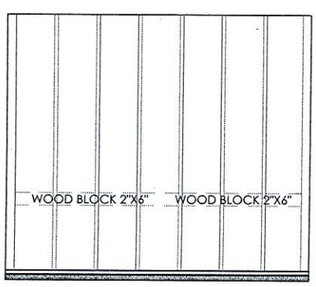
TYPICAL CROSS SECTION



CLOSET DETAIL

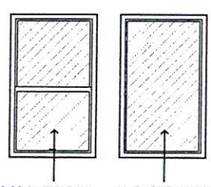


INSULATION SECTION



KITCHEN BLOCKING DETAIL

ENERGY PERFORMANCE RATING



U- FACTOR 0.35 (U.S/I-P) 2.00 (METRIC/SI)
SOLAR HEAT GAIN COEFFICIENT 0.30
VISIBLE TRANSMITTANCE 0.55
AIR LEAKAGE ≤ 0.03

U- FACTOR 0.33 (U.S/I-P) 1.80 (METRIC/SI)
SOLAR HEAT GAIN COEFFICIENT 0.31
VISIBLE TRANSMITTANCE 0.58
AIR LEAKAGE ≤ 0.03

WINDOWS

A/C
CONSTRUCTOR WILL COMPLIE WITH ORDINANCE 2016-O-108 EFECTIVE SEPTEMBER 1, 2016
1. WALL INSULATION R-13 2. CEILING INSULATION R-38 3. R8 FIBERGLASS DUCT BOARD-2 INCHES 4. FLEXIBLE DUCT - R8.0

SUBJECT TO FIELD INSPECTION

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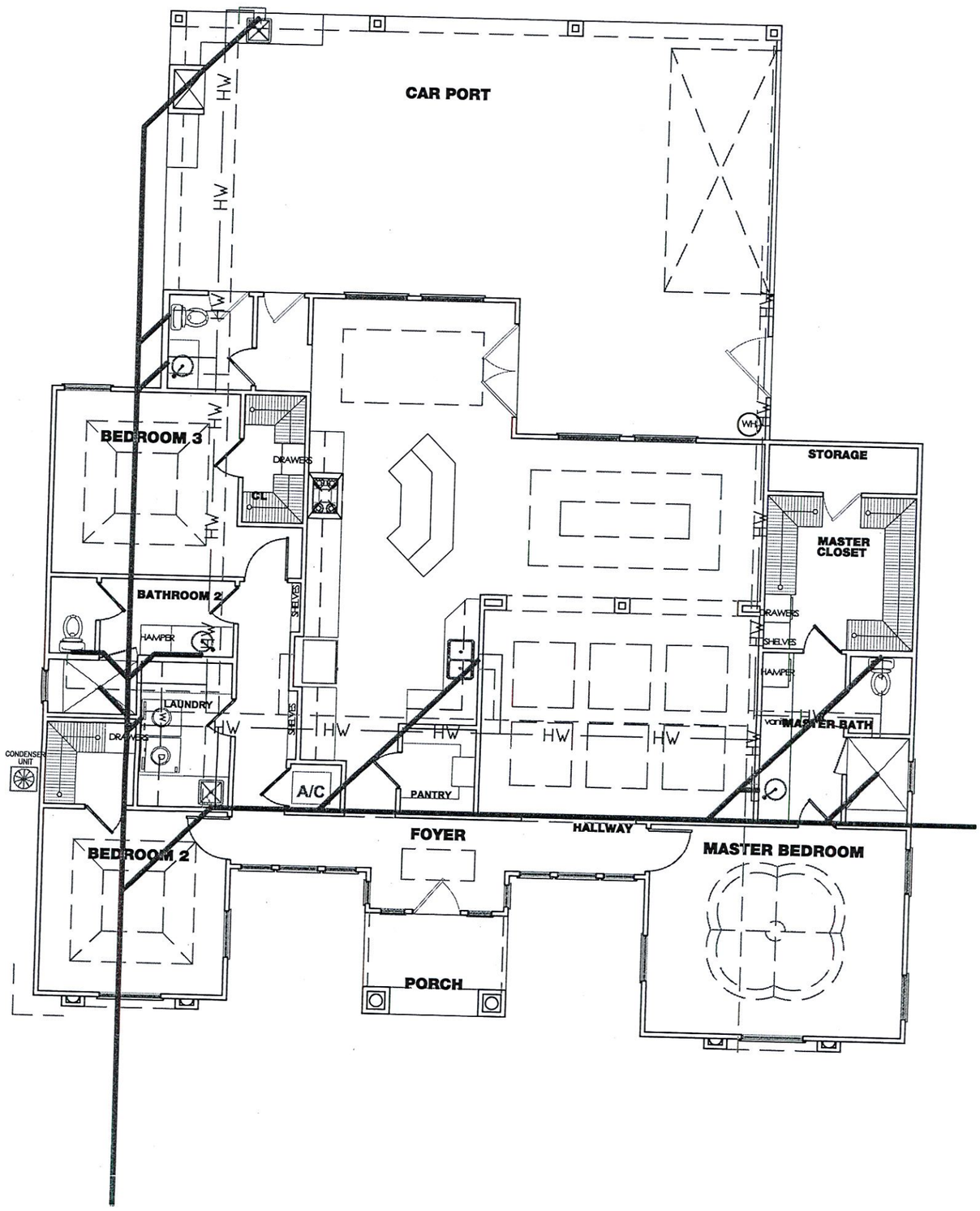
Design By:
Eduardo Salazar

RESIDENCE FOR: SANTOS ALBINO JR & SANTOS ALICIA
DATE: APRIL 2019
LEGAL DESCRIPTION: LOT 5 BLK 665 ED. LAREDO, TEXAS
ADDRESS: 1220 BUSTAMANTE ST
GRAPHIC SCALE:
SHEET NAME: CROSS SECTION
SCALE: 1/8' = 1ft
DESIGN/DRAWN BY: E S
SHEET NUMBER: 6
OF 7

PLUMBING



AREAS

LIVING AREA	2,190 S.F.
FRONT PORCH	61 S.F.
COVERED PATIO	879 S.F.
TOTAL AREA	3,130 S.F.
LOT AREA	8792.00 S.F.

———	PVC
- - - - -	COLD WATER
— HW —	HOT WATER

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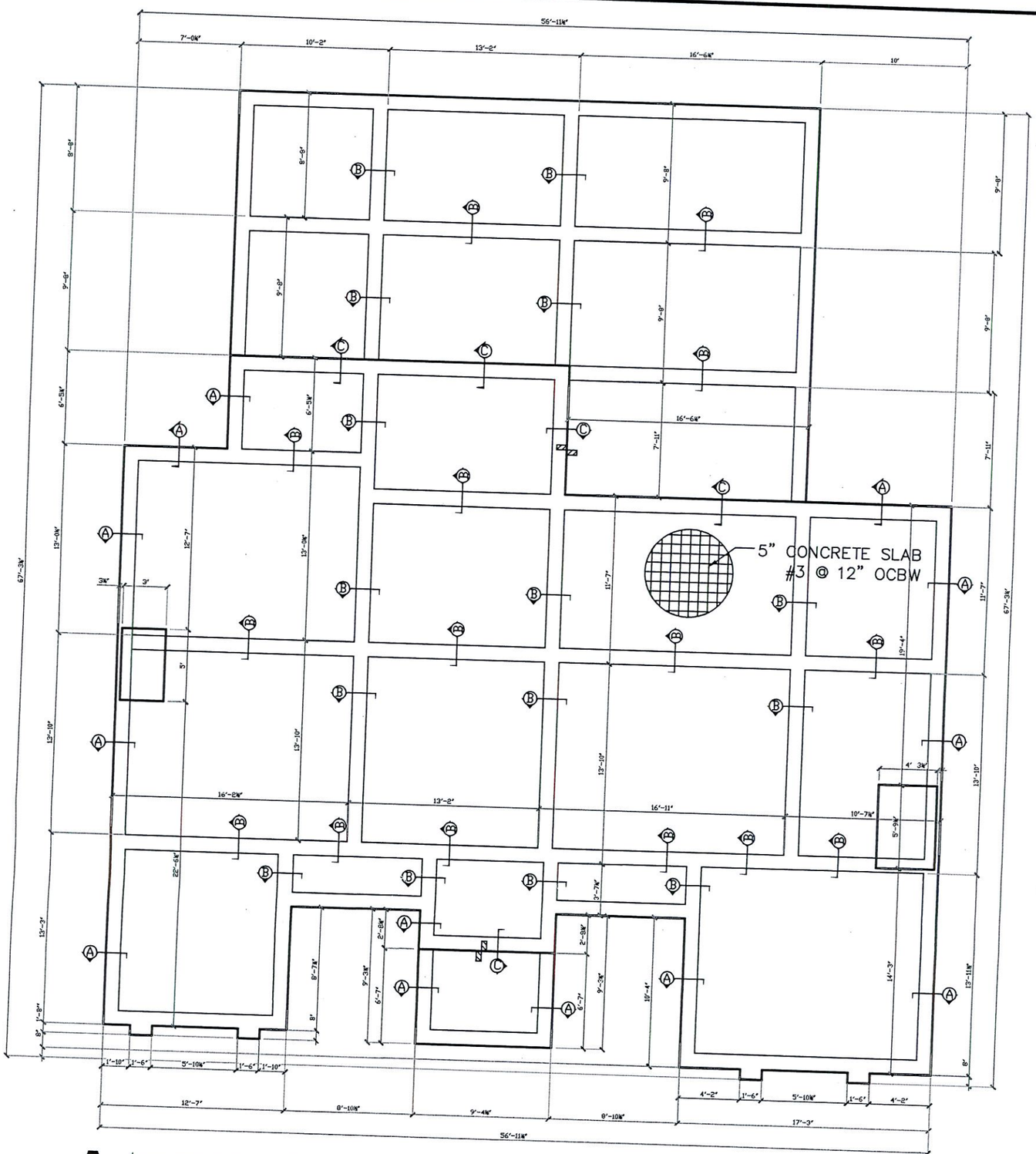
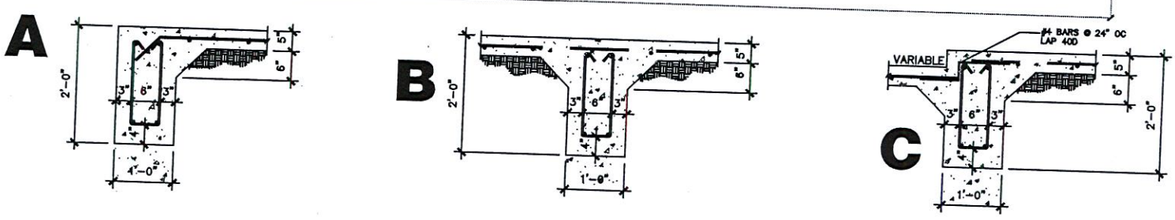
Design By:
Eduardo Salazar

RESIDENCE FOR: SANTOS ALBINO JR & SANTOS ALICIA
DATE: APRIL 2019
LEGAL DESCRIPTION: LOT 5 BLK 665 ED. LAREDO, TEXAS
ADDRESS: 1220 BUSTAMANTE ST
GRAPHIC SCALE:
SHEET NAME: PLUMBING
SCALE: 1/8' = 1ft
DESIGN/DRAWN BY: E S
SHEET NUMBER: 7
OF 7





FOUNDATION NOTES

1. REMOVE ALL VEGETATION, TOPSOIL, EXISTING FOUNDATIONS, PAVED AREAS AND ANY OTHER UNDESIRABLE MATERIALS FROM THE CONSTRUCTION AREA AN TREAT ALL FOUNDATION SOIL WITH TERMITE CONTROL.
2. THE FINISHED FLOOR LEVEL SHALL BE AT LEAST TWELVE (12) INCHES ABOVE THE EXISTING NATURAL SOIL ELEVATION.
3. CONTRACTORS SHALL VERIFY ALL DROPS, OFFSETS, BLOCKOUTS, BRICK LEDGES, AND DIMENSIONS WITH ARCHITECTURAL PLANS PRIOR TO ROJECT LAYOUT.
4. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 psi AT 28 DAYS AND SLUMP OF NOT MORE THAN 5 INCHES. DO NOT ADD WATER AT THE JOB SITE.
5. A VIBRATOR SHALL BE USED WHEN PLACING CONCRETE IN BEAMS TO ASSURE PROPER CONSOLIDATION OF THE CONCRETE AROUND THE STEEL. DO NOT ADD WATER FOR THIS PURPOSE.
6. ALL BEAMS SHALL BE LAP SPICED @ 40D AT CORNERS AND INTERIOR TO EXTERIOR BEAM INTERSECTIONS.
7. DO NOT RUN PIPE SLEEVES THROUGH TOP OR BOTTOM OF BEAMS. SLEEVES SHALL ONLY RUN THROUGH THE MIDDLE THIRD OF THE BEAMS.
8. DO NOT POUR CONCRETE IF AMBIENT TEMPERATURE IS UNDER 35 DEGREES FAHRENHEIT OR OVER 105 DEGREES FARENHEIT.
9. BARS SHALL BE SUPPORTED ONLY ON PLASTIC CHAIRS. BRICK SUPPORTED SHALL NOT BE USED UNLESS COMPRESSIVE STRENGTH IS AT LEAST 3,000 PSI.
10. A VISQUEEN VAPOR BARRIER, 6 MIL MINIMUM, SHALL BE USED, WHEREVER TORN, PATCH WITH A SECOND PIECE OVERLAPPING A MINIMUM OF 18 INCHES ON ALL SIDES.
11. FOUNDATION ENGINEER SHALL INSPECT AND APPROVE ALL FOUNDATION WORK PRIOR TO POURING OF THE CONCRETE.
12. SLAB SHALL BE 5-IN. THICK AND REINFORCED AS SPECIFIED.
13. ANCHOR BOLTS SHALL BE INSTALLED @ 6'-0" O/C MAX. @ EXTERIOR WALLS . AVOID STUD SPACING @ 16" O/C AND DOOR WAYS.
14. LIABILITY IS LIMITED TO AN AMOUNT EQUIVALENT TO THE COST OF SERVICES RENDERED. THE FOUNDATION ENGINEER MUST INSPECT AND APPROVE ALL FOUNDATION WORK PRIOR TO CONCRETE PLACEMENT.

DESIGN

DESIGN PREPARED IN ACCORDANCE WITH ACCEPTABLE PRACTICES IN THE FIELD OF FOUNDATION ENGINEERING AND THE FOLLOWING:

BRAB REPORT NO. 33, "CRITERIA FOR SELECTION AND DESIGN OF RESIDENTIAL SLABS-ON-GROUND"

ACI 318

2012 IRC

STEEL REINFORCEMENT SCHEDULE (UNLESS NOTED OTHERWISE)	
PERIMETER BEAMS	TOP 2 - #5 BOT 2 - #5 STIRRUPS #3 @ 14' OC
INTERIOR BEAMS	TOP 2 - #5 BOT 2 - #5 STIRRUPS #3 @ 14' OC
SLAB	#3 @ 12' OCBW

MATERIAL SCHEDULE	
STEEL	ASTM A 615 GR 60
CONCRETE	3,000 psi @ 28 DAYS

NOTES:

THE DESIGN REPRESENTED HEREIN IS VALID ONLY IF THE FOLLOWING CONDITIONS ARE MET THROUGHOUT THE LIFE OF THE STRUCTURE:

1. DEEP ROOTED VEGETATION SHALL NOT BE PLANTED WITHIN 3-FEET OF SLAB.
2. IRRIGATION HEADS SHALL NOT BE INSTALLED WITHIN 3-FEET OF SLAB.
3. SURFACE WATER SHALL ONLY DRAIN AWAY FROM SLAB.
4. SURFACE WATER SHALL NOT BE ALLOWED TO POND ADJACENT OR IMMEDIATELY ADJACENT TO SLAB.
5. PLUMBING LINE INTEGRITY SHALL BE MAINTAINED.
6. MOISTURE CONDITIONS OF FOUNDING SOILS SHALL BE MAINTAINED AT CONSTANT LEVELS.

NOTE

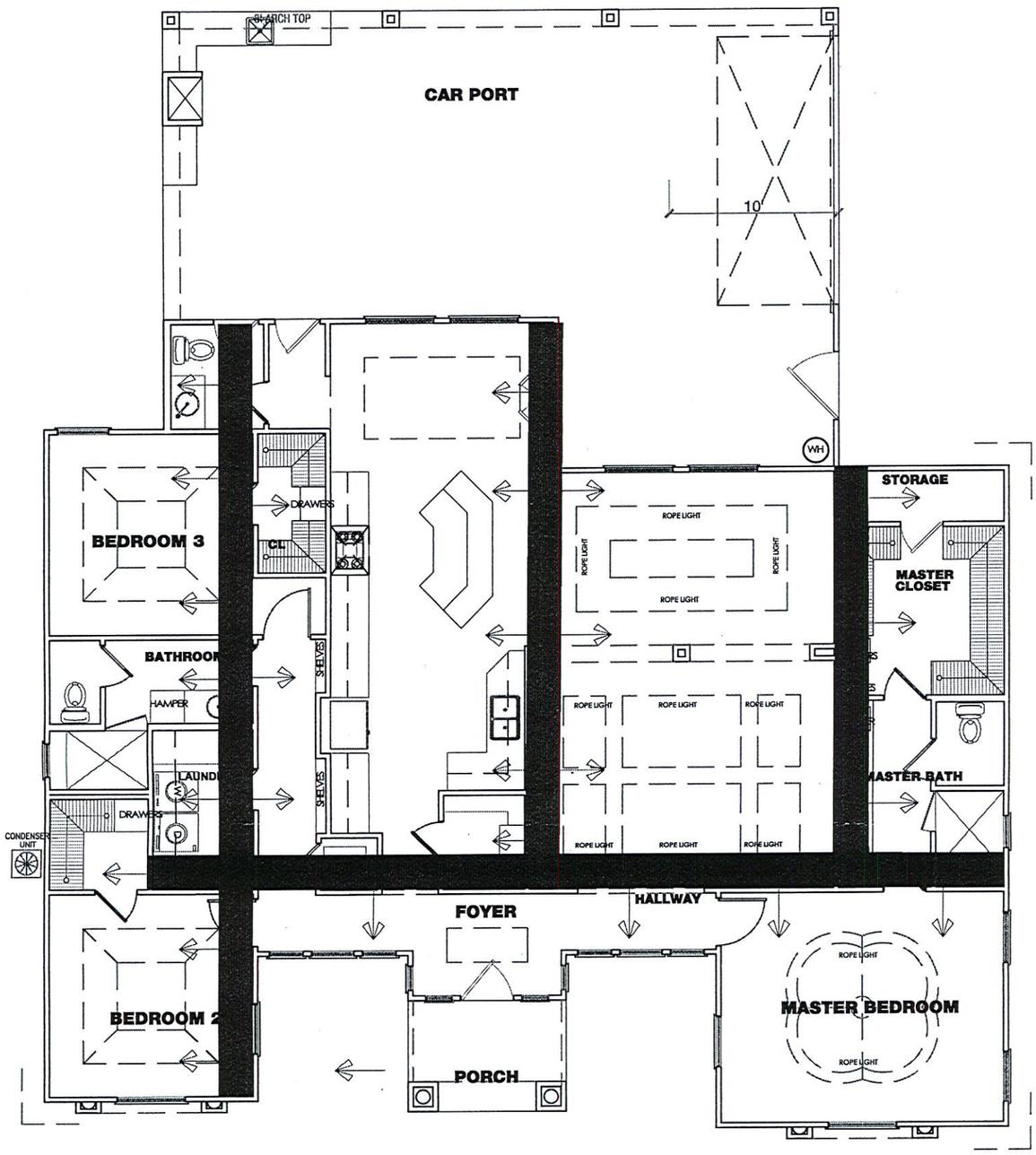
FOUNDATION SHALL BEAR A MINIMUM OF 6-INCHES INTO NATIVE SOIL. ENGINEER MUST BE ADVISED OF PROPER BEARING ISSUES BEFORE FOUNDATION FORMWORK IS CONSTRUCTED TO MAKE MODIFICATIONS, IF REQUIRED, TO THE FOUNDATION DESIGN REPRESENTED HEREIN.

1220 BUSTAMANTE
LAREDO, TEXAS

FOUNDATION PLAN
SCALE: 1/8" = 1'-0"

A/C plans

PLUMBI



AREAS

LIVING AREA	2,190 S.F.
FRONT PORCH	61 S.F.
COVERED PATIO	879 S.F.
TOTAL AREA	3,130 S.F.
LOT AREA	8792.00 S.F.

SUBJECT TO FIELD INSPECTION

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Design By:
Eduardo Salazar

RESIDENCE FOR: SANTOS ALBINO JR & SANTOS ALICIA
DATE: APRIL 2019
SHEET NAME: a/c
LEGAL DESCRIPTION: LOT 5 BLK 665 ED. LAREDO, TEXAS
ADDRESS: 1220 BUSTAMANTE ST
GRAPHIC SCALE:
SCALE: 1/8' = 1ft
DESIGN/DRAWN BY: E S

Webb CAD

Property Search > 172934 SANTOS ALBINO JR & SANTOS ALICIA for Year 2019

Tax Year: 2019

Property

Account

Property ID:	172934	Legal Description:	LOT 5 BLK 665 ED
Geographic ID:	437-00665-050	Zoning:	R-3
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	1220 BUSTAMANTE ST LAREDO, TX 78041	Mapsco:	
Neighborhood:	ED_MAP_17 / D-RES P-RES	Map ID:	17
Neighborhood CD:	2017		

Owner

Name:	SANTOS ALBINO JR & SANTOS ALICIA	Owner ID:	10176673
Mailing Address:	3102 CONDE DR LAREDO, TX 78045-8951	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$47,040	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$47,040	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$47,040	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$47,040	

Taxing Jurisdiction

Owner: SANTOS ALBINO JR & SANTOS ALICIA
% Ownership: 100.0000000000%
Total Value: $47,040

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
C1	CITY OF LAREDO	0.634000	$47,040	$47,040	$298.23
CAD	WEBB COUNTY APPRAISAL DISTRICT	0.000000	$47,040	$47,040	$0.00
G3	WEBB COUNTY	0.412000	$47,040	$47,040	$193.81

J2	LAREDO COLLEGE	0.327103	$47,040	$47,040	$153.87
S1	LAREDO ISD	1.466500	$47,040	$47,040	$689.85
	Total Tax Rate:	2.839603			
				Taxes w/Current Exemptions:	$1,335.76
				Taxes w/o Exemptions:	$1,335.75

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	E_REG1	EASTERN DIVISION	0.2018	8792.00	63.30	138.80	$47,040	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	$0	$47,040	0	47,040	$0	$47,040
2018	$0	$47,040	0	47,040	$0	$47,040
2017	$0	$41,590	0	41,590	$0	$41,590
2016	$0	$41,590	0	41,590	$0	$41,590
2015	$0	$41,590	0	41,590	$0	$41,590
2014	$0	$41,590	0	41,590	$0	$41,590
2013	$0	$41,590	0	41,590	$0	$41,590
2012	$0	$41,590	0	41,590	$0	$41,590
2011	$0	$41,590	0	41,590	$0	$41,590
2010	$0	$41,590	0	41,590	$0	$41,590

Deed History - (Last 10 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	7/23/2018	GWD	GENERAL WARRANTY DEED	GRIFFIS CURT G	SANTOS ALBINO JR & SANTOS ALICIA	4457	513	1335971
2	6/28/2018	GWD	GENERAL WARRANTY DEED	GRIFFIS CURT G & CRUZ DIONICIO JR	GRIFFIS CURT G	4450	512	1334663
3	5/23/2018	AH	AFFIDAVIT OF HEIRSHIP	GRIFFIS CURT C & WF GRACIELA C	GRIFFIS CURT G & CRUZ DIONICIO JR	4429	471	1331061

Tax Due

Property Tax Information as of 07/25/2019

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 718-4091

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City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Victor J. Linares, P.E.; Acting Building Director

SUBJECT

2019-R-107 Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Julio Cuevas for a proposed project located at 1318 Salinas Ave, Lot 7; Block 229, eastern division that consists of multi-family, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a ten (10) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of $355,500.00, estimated annual tax abatement total of $2,253.87 and estimated total fee waivers of $6,558.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

PREVIOUS COUNCIL ACTION

Designing and Creating a Neighborhood Empowerment Zone One within the City of Laredo, and making the necessary findings of public benefit and public purpose to support the creation of the zone in districts III and VIII for the downtown and heights area in the City of Laredo for the purpose of development

BACKGROUND

The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

JULIO CUEVAS has proposed a new project located at 1318 SALINAS AVE. The project will NEW CONSTRUCTION a MULTI-FAMILY on the property. The estimated capital investment of the project is $355,500.00. The project is located within the NEZ District 1 and meets the zoning requirements as established by the NEZ criteria.

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff **recommends** that City Council approve this resolution.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The
project has an estimated capital investment total of $355,500.00, estimated annual tax abatement total of $2,253.87 and estimated total fee waivers of $6,558.00.

Attachments

resolution
application
deed
cost estimate
construction plans
supporting documents

COUNCIL COMMUNICATION

DATE:	SUBJECT: RESOLUTION NO. 2019-R-107
8/05/2019	**AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND JULIO CUEVAS FOR A PROPOSED PROJECT LOCATED AT 1318 SALINAS AVE, LOT 7; BLOCK 229;EASTERN DIVISION THAT CONSISTS OF MULTI-FAMILY, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ). THIS AGREEMENT WILL BE FOR A TEN (10) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF $355,500.00, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF $2,253.87 AND ESTIMATED TOTAL FEE WAIVERS OF $6,558.00. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.**

INITIATED BY:	**STAFF SOURCE:**
Robert A. Eads Interim Co-City Manager	Victor J. Linares, P.E. Acting Director Building Development Services Department

PREVIOUS COUNCIL ACTION:
Designing and Creating a Neighborhood Empowerment Zone One within the City of Laredo, and making the necessary findings of public benefit and public purpose to support the creation of the zone in districts III and VIII for the downtown and heights area in the City of Laredo for the purpose of development.

BACKGROUND:
The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

JULIO CUEVAS has proposed a new project located at 1318 SALINAS AVE. The project will NEW CONSTRUCTION a MULTI-FAMILY on the property. The estimated capital investment of the project is $355,500.00. The project is located within the NEZ District 1 and meets the zoning requirements as established by the NEZ criteria.

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees.

FINANCIAL IMPACT:
Based on the above representations the estimated fee waivers by the City of Laredo will approximately total: $6,558.00and estimated TEN (10) year total tax abatement is anticipated to be $ 22,538.70

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION**:
N/A	Staff **recommends** that City Council approve this resolution.

RESOLUTION NO. 2019-R-107

AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND JULIO CUEVAS FOR A PROPOSED PROJECT LOCATED AT 1318 SALINAS AVE, LOT 7; BLOCK 229;EASTERN DIVISION THAT CONSISTS OF MULTI-FAMILY, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ). THIS AGREEMENT WILL BE FOR A TEN (10) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF $355,500.00, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF $2,253.87 AND ESTIMATED TOTAL FEE WAIVERS OF $6,558.00. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.

WHEREAS, the City of Laredo has previously approved Resolution No. 2013-R-023, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

WHEREAS, JULIO CUEVAS is proposing a project located at 1318 SALINAS AVE, LOT 7; BLOCK 229;EASTERN DIVISION, located within the NEZ District 1, that meets the required criteria;

WHEREAS, the project is eligible for fee waivers and tax abatement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laredo that:

The project located at 1318 SALINAS AVE is hereby approved for fee waivers which will approximately total $6,558.00 and tax abatement which will approximately total $2,253.87 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this ____ day of _____, 2019.

BY: _____

PETE SAENZ, JR

MAYOR

ATTEST:

_____

JOSE A. VALDEZ, JR

CITY SECRETARY

APPROVED AS TO FORM:

_____

BY: KRISTINA LAUREL HALE

CITY ATTORNEY

TAX ABATEMENT AND INCENTIVE AGREEMENT
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE

This Agreement is made and entered into by and between JULIO CUEVAS, duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the "City"), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto.

RECITALS

WHEREAS, the City of Laredo pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the "Neighborhood Empowerment Zone," has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and other incentives;

WHEREAS, JULIO CUEVAS is the owner of the land located within said Neighborhood Empowerment Zone and described as 1318 SALINAS AVE, ("Property") which exhibit is incorporated herein by reference for all purposes; and

WHEREAS, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and JULIO CUEVAS have this day entered into the following contract and agreement:

I. TERM

This agreement shall be for a period of TEN (10) years becoming effective on January 1st of the year following the year in which a Certificate of Occupancy is issued.

II. OWNER COVENANTS

A. Project

JULIO CUEVAS shall cause to be NEW CONSTRUCTION a new project located at 1318 SALINAS AVE, LOT 7; BLOCK 229;EASTERN DIVISION, that consists of a MULTI-FAMILY with an estimated value of at least $355,500.00. JULIO CUEVAS agrees to limit the use of the property described herein for said MULTI-FAMILY development use as that term is defined in the Zoning Ordinance of the City of Laredo.

B. Completion Date

JULIO CUEVAS certifies that the MULTI-FAMILY project construction will be completed within one year from issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond JULIO CUEVAS's reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

C. Use of Property

JULIO CUEVAS covenants that the project shall be NEW CONSTRUCTION in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as a MULTI-FAMILY development.

III. TAX ABATEMENT

Subject to and in accordance with this Agreement, the City hereby grants to JULIO CUEVAS a real property tax abatement of City of Laredo imposed taxes on the Property for a period of TEN (10) years. The total estimated amount of the Abatement granted under this Agreement shall be approximately $22,538.70. The total certified Base Value for year 2019 as determined by the Webb County Appraisal District is $43,830.00

IV. WAIVER OF PERMIT FEES

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately $6,558.00.

V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS

A. Inspection of Property

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to JULIO CUEVAS the City shall have and JULIO CUEVAS shall provide access to the Property in order for the City to inspect the Property and evaluate the required improvements to ensure compliance with the terms and conditions of this Agreement. JULIO CUEVAS shall cooperate fully with the City during any such inspection and/or evaluation.

B. Certification

JULIO CUEVAS shall certify annually to the City that it is in compliance with each applicable tem of this Agreement. The City shall have the right to audit the Property. JULIO CUEVAS shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

VI. DEFAULT AND RECAPTURE

JULIO CUEVAS shall be in default of this Agreement if JULIO CUEVAS for any reason fails to substantially comply with the development of the property, discontinues the MULTI-FAMILY development operations as required by the terms of this Agreement, or if any representation made by JULIO CUEVAS is false or misleading in any material aspect. Termination of this Agreement may be effected if default is not cured within sixty (60) days after written notice by the City to JULIO CUEVAS. If the City terminates this Agreement as a result of default by JULIO CUEVAS, the tax abatement shall be immediately abolished and the City shall have the right to recapture the amount of all previously waived permit and inspection fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to JULIO CUEVAS, and JULIO CUEVAS hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if

JULIO CUEVAS fails to timely pay the bill. Nothing in this Agreement shall preclude JULIO CUEVAS from disputing the bill.

VII. TERMINATION AT WILL

If the City and JULIO CUEVAS mutually determine that the development or use of the Property is longer appropriate or feasible, or that a better use is preferable, the City and JULIO CUEVAS may terminate this Agreement in writing signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

VIII. VENUE AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City of Laredo. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

IX. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

X. BINDING EFFECT

This agreement shall insure to the benefit of and be binding upon the City and JULIO CUEVAS and their affiliated, subsidiaries, successors and assigns.

Executed this the day of _____, 2019, by City of Laredo.

BY: _____

Rosario Cabello, Interim Co-City Manager

BY: _____

Robert A. Eads, Interim Co-City Manager

ATTEST:

_____

JOSE A. VALDEZ, JR

City Secretary

APPROVED AS TO FORM:

Kristina Laurel Hale

City Attorney

_____

Executed this the day of _____, 2019, by JULIO CUEVAS

BY: _____

Name: _____

Title: _____

BY: _____

Name: _____

Title: _____

CITY OF LAREDO
NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) PROGRAM

PROJECT CERTIFICATION APPLICATION

I. Application Checklist – please submit the following documentation

- ☐ A completed application form
- ☐ **Non Refundable Application fee** – For basic incentives application **excluding** Tax Abatement, the application fee is $100.00. For multi-family, commercial, industrial, commercial facilities, and mixed-use tax abatement application; 0.5% of the total Capital Investment of the project, with a $150.00 minimum and not to exceed $1,000.00; for residential **tax abatement** applications: $100.00 per house.
- ☐ Proof of ownership, such as a warranty deed, affidavit of heirship, or a probated will **OR** evidence of site control, such as option to buy (**A registered warranty deed is required for a tax abatement application)**
- ☐ A reduced 11 x 17 floor plan, site plan, and site elevation with a written detailed project description that includes a baseline performance standard and a construction time
- ☐ A detailed line item budget showing the cost breakdown for the project

Incomplete applications will not be processed for certification until all required documents shown in the above checklist are submitted within 30 days after the application is received.

You must apply for tax abatement before any building permits are issued for your property and before any improvements are made to your property. It takes 30-60 business days to complete the Tax Abatement Agreement approval process after the issuance of the NEZ Certification depending on the complexity of your project. All building permits must be pulled within the 12 month period that certification was approved, or within 12 month period that the tax abatement was approved or you will be required to re-apply for NEZ incentives.

II. Applicant/Agent Information

1. **Applicant:** Julio Cuevas
2. **Contact Person:** Julio Cuevas
3. **Address:** 404 Poggenphol St. Laredo, TX. 78040
   Street **City** **State** **Zip**
4. **Phone Number:** (956) 489-0951
5. **Fax No.:**
6. **E-Mail:** muggsy459@hotmail.com
7. **Agent (if any):**

8. **Address:** 1318 Salinas Laredo, Tx. 78040
   Street **City** **State** **Zip**

9. **Phone No.:** (956) 489-0951

10. **Fax No.:** _____

11. **E-Mail:** _____

PROJECT ELIGIBILITY

1. **Please list down the addresses and legal descriptions of the project. Attach metes and bounds description if no address or legal description is available. Attach a map showing the location of the project.**

Table 1 Property Ownership

Address (Project Location)	Zip Code	Subdivision Name	Lot No.	Block No.
1318 Salinas	78040	Western Division	7	229

2. **For each property listed in Table 1, please check the boxes below to indicate if:**

- ☐ There are taxes past due or:
- ☐ There are City liens; or
- ☐ You (meaning the applicant, developer, associates, agents, principals) have been subject to a Order of Demolition where the property was demolished within the last 5 years.

Table 2 Property Taxes and Liens

Address	Property Taxes Due	Weed Liens	Board-up/Open Structure Liens	Demolition Liens	Paving Liens	Order of Demolition
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐

(Please see attached sheets of paper as needed.)

If there are taxes due or liens against any property in the City of Laredo you <u>may not</u> be eligible for NEZ incentives.

3. **Does the proposed project conform with City of Laredo zoning?** ☐ **Yes** ☐ **No**

If no, what steps are being taken to ensure compliance?

4.

Project Type:	☐ SingleFamily	☐ Multi- Family	☑ Commercial	☐ Industrial	☐ Community Facilities	☐ Mixed-Use

☐ Owner Occupied
☑ Rental Property

5. **Please describe the proposed residential or commercial project and provide 11 x 17 drawing:** 5 unit apartment complex.

6. **If your project is commercial, industrial, or mixed-use project, please describe the types of business that is being proposed:** Rental Property

7. **Is this new construction or rehabilitation project?** ☑ **New Construction** ☐ **Rehabilitation**

8. **How much is the total development cost of your project?** 355,500

9. **Will the eligible rehabilitation work equal to at least 20% of the Webb County Appraisal District (WEEBCAD) assessed value of the structure during the year rehabilitation occurs?** ☑ **Yes** ☐ **No**

   - Eligible rehabilitation includes only physical improvements to real property. It does NOT include: Front yard fencing consisting of chain-link or solid material construction; personal property such as furniture, equipment, and/or supplies. Total eligible rehabilitation costs shall equal to 20% of WEEBCAD appraised value of the structure during the year rehabilitation occurs.

10. **How much is the total square footage of your project?** 4,740 **sq. ft.**

11. **<u>For a single family homeownership, mixed-use, or multi-family development project</u>, please fill out the number of residential units.**

Table 3 Number of Residential Units

Number of Unites	Percentage

12. **<u>For a commercial, industrial, or community facilities project</u>, indicate square footage of non-residential space.**

Commercial	Industrial	Community Facilities

13. What is your Capital Investment*for this project? Please use the following table to provide the detail and amount of your Capital Investment (Attached additional sheets if necessary).**

Table 4 Itemized Budget of the Project

Item	Amount	Notes
TOTAL		

***Capital investment includes only real property improvements such as new facilities and structures, site improvements, facility expansion, and facility modernization. Capital Investment DOES NOT include land acquisition costs and/or any existing improvements, or personal property (such as machinery, equipment, and/or supplies or inventory).

14. For a mixed-use project, please indicate the percentage of all uses in the project in the following table.

Table 5 Percentages of uses in a Mixed Use Project

Type	Square Footage	Percentage
TOTAL		

III. INCENTIVES - What incentives are you applying for?

Municipal Property Tax Abatements

☐ 5 years ☑ More than 5 years ☐ Apartments
☐ Residential Owner Occupied ☐ Residential Rental Property ☐ Commercial

Development Fee Waivers

☑ All building permit related fees
Building, Plumbing, Electrical, and Mechanical Permit Fees
Plans Review Fee
Fire Inspection
☐ Plat application fee (including concept plan, preliminary plat, final plat, short form replat)
☐ Zoning application fee
☐ Floodplain Fees
☐ Demolition Fees
☐ Right of Way (curb, street cut) Fees
☐ Sprinkler System fees
☐ Waste Permit fees (meter)

IV. ACKNOWLEDGMENTS

I hereby certify that the information provided is true and accurate to the best of my knowledge.

I understand that the approval of fee waivers and other incentives shall not be deemed to be approval of any aspect of the project and that the application must be ratified by the City Council. I understand that I am responsible in obtaining required permits and inspections from the City and in ensuring the project is located in the correct zoning district.

Julio Cuevas | [signature] | 6-26-19

PRINTED OR TYPED NAME | AUTHORIZED SIGNATURE | DATE

Please mail or fax your application to:

Building Development Services Department

1120 San Bernardo, Laredo, Texas 78040

P: 956.794.1625 F: 956.795.2998

Electronic version of this form is available on the City of Laredo website. For more information on the NEZ program, please visit our website at ***www.cityoflaredo.com/building***

For Office Use Only

Application No._____ In which NEZ? _____ Council District _____

Application Completed Date: _____ Conform with Zoning? ☐ Yes ☐ No

Type: ☐ Single Family ☐ Multi-Family ☐ Commercial ☐ Industrial

☐ Community Facilities ☐ Mixed Use

Construction Completion Date: ☐ before NEZ ☐ after NEZ

Ownership/Site Control ☐ Yes ☐ No

WEBBCAD Account No. _____ Consistent with the NEZ plan? ☐ Yes ☐ No

Minimum Capital Investment? ☐ Yes ☐ No

Rehabilitation at or higher than 20%? ☐ Yes ☐ No Meet Mixed-Use Definition ☐ Yes ☐ No

Tax current on this property? ☐ Yes ☐ No City liens on this property? ☐ Yes ☐ No

Tax Current on other properties ☐ Yes ☐ No City liens other properties? ☐ Yes ☐ No

	This Property		**Other Properties**	
Weed Liens	☐ Yes	☐ No	☐ Yes	☐ No
Board-up/open structure liens	☐ Yes	☐ No	☐ Yes	☐ No
Demolition liens	☐ Yes	☐ No	☐ Yes	☐ No
Paving liens	☐ Yes	☐ No	☐ Yes	☐ No
Order of Demolition	☐ Yes	☐ No	☐ Yes	☐ No

Certified? ☐ Yes ☐ No Date certification issued? _____

If not certified, reason _____

_____

Referred to:_____

REV 04-2013

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GF#406015-LP

General Warranty Deed

Date: May 13, 2019

Grantor: Carlos H. Dovalina as sole and separate property

Grantor's Mailing Address:

1302 E. Bustamante
Laredo TX 78041
WEBB County

Grantee: Julio Cesar Cuevas

Grantee's Mailing Address:

620 Cuerno Dr.
Laredo, TX 78045
WEBB County

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lot Seven (7), Block Two Hundred Twenty-nine (229), situated in the Western Division of the City of Laredo, Webb County, Texas, according to the original map or plat of said city.

Reservations from and Exceptions to Conveyance and Warranty:

1. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.
2. Any visible and apparent easement, either public or private, located on or across the land, the existence of which is not disclosed by the Public Records.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Carlos H. Dovalina

(Acknowledgment)

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on this the 13 day of May, 2019, by Carlos H. Dovalina.

LETICIA PEREZ NOTARY PUBLIC STATE OF TEXAS ID5207886 EXP. 06-21-2021

Notary Public, State of Texas
My commission expires: _____

GF# 406015

AFTER RECORDING RETURN TO:

STEWART TITLE
1016 MONACO BLVD.
LAREDO, TX 78045

PREPARED IN THE LAW OFFICE OF:

RITCHIE LAW GROUP PLLC
493 MADISON STREET
EAGLE PASS, TX 78852

DOC #1360769
Recorded 05/16/2019 03:27:45 PM

Vanessa R. Moreno

By: Vanessa Moreno, DEPUTY
MARGIE RAMIREZ IBARRA, COUNTY CLERK
Fees: $30.00

STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND AT THE TIME STAMPED HERON BY ME AND WAS DULY RECORDED IN THE VOLUME AND PAGE OF THE OFFICIAL PUBLIC RECORDS OF WEBB COUNTY TEXAS AS STAMPED HEREON BY ME

Margie Ramirez Ibarra
COUNTY CLERK
WEBB COUNTY, TEXAS

Apartment Project:

5 New apartments: Total Cost= $355,550

Breakdown of Project

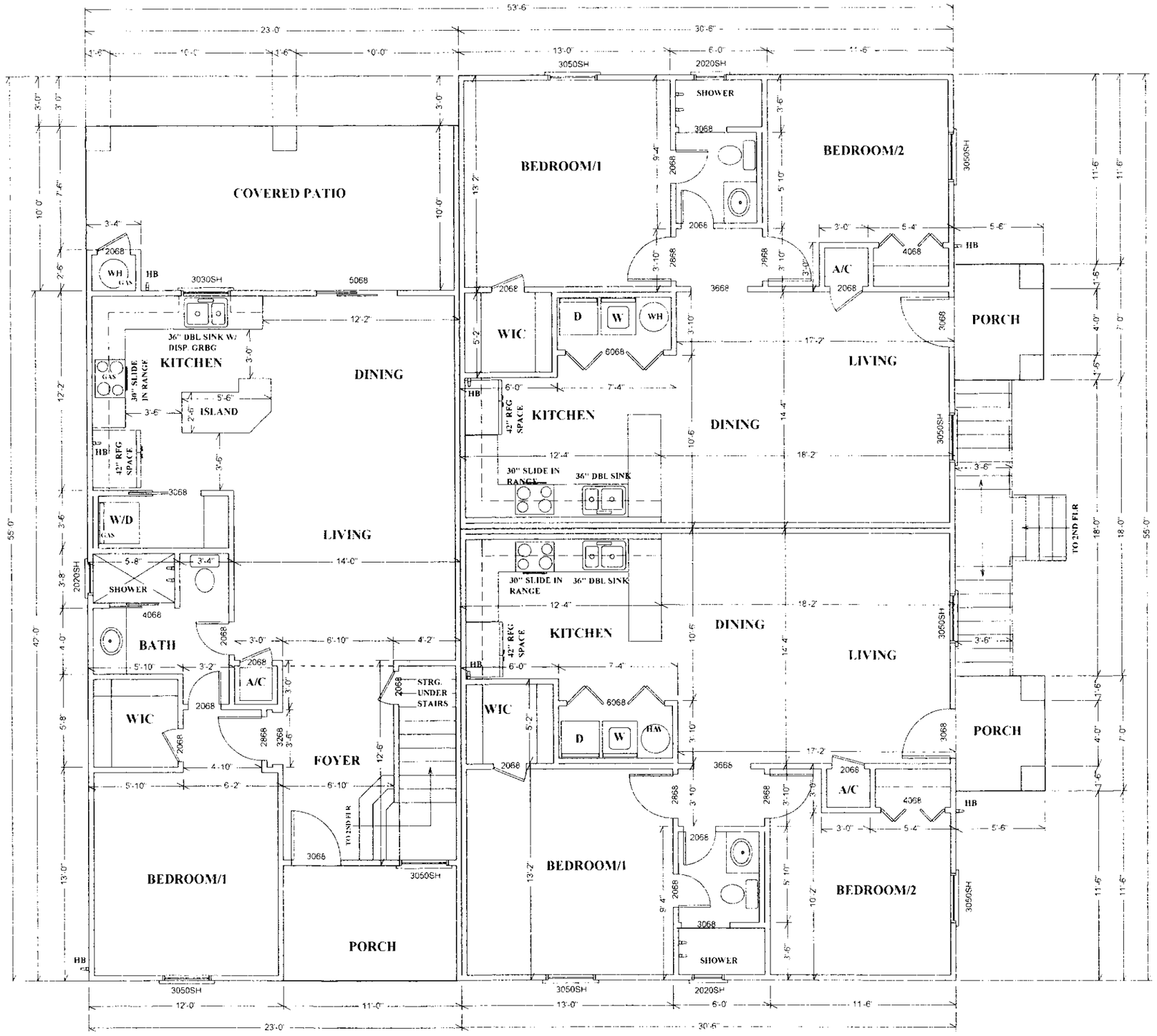
Foundation: $35,000

Fire Sprinkler System: $25,000

5 Completed Apartment Units: $295,500

Construction Time

Construction time will be less than a (1) year from start of construction, with a goal to finish in 7 months.



DOOR SCHEDULE			
QTY	SIZE	DIMENSIONS	DESCRIPTION
10	2068	24X80X1 3/8"	
3	2068	24X80X1 3/8"	HINGED-LOUVERED
5	2868	32X80X1 3/8"	
2	4068	24X80"	BIFOLD
3	3068	36X80X1 3/4"	EXT.
2	6068	36X80"	BIFOLD
1	5068	60X80"	EXT. SLIDER-GLASS
1	3068	36X80X1 3/8"	POCKET
1	2068	24X80X1 3/8"	EXT.
1	4068	48X80"	SLIDER-GLASS

WINDOW SCHEDULE			
QTY	SIZE	DIMENSIONS	DESCRIPTION
8	3050SH	36"X60"SH	SINGLE HUNG
3	2020SH	24"X24"SH	SINGLE HUNG
1	3030SH	36"X36"SH	SINGLE HUNG

1ST. LEVEL LIVING AREA	= 2,578 S.F.
2ND. LEVEL LIVING AREA	= 2,162 S.F.
TOTAL LIVING AREA	= 4,740 S.F.
PORCHES & COV. PATIO	= 461 S.F.
EACH APARTMENT	= 839 S.F.

FRAME CONTRACTOR TO COMPLY WITH ALL CITY BUILDING CODE REQUIREMENTS CONCERNING ROUGH FRAMING CONSTRUCTION AND STEEL FRAME WORK.

2012 INTERNATIONAL FIRE CODE WILL BE FOLLOWED

FLOOR PLAN 1ST LEVEL

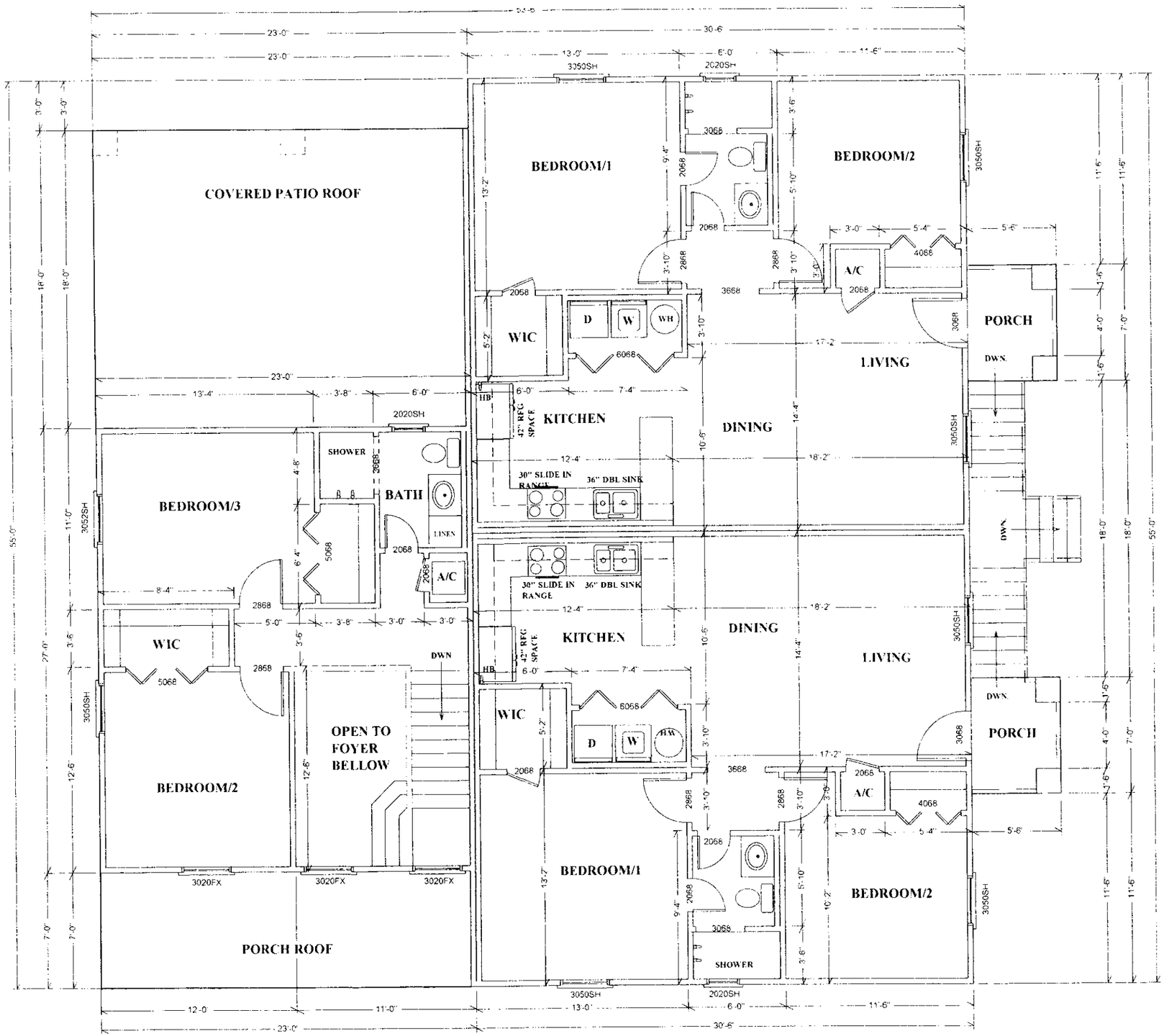
SC: 1/4" = 1'0"

#19,1901

These drawings and specifications are and shall remain the property of Design Company. They may not be reused, reproduced or altered in any way without prior approval from and with appropriate compensation to Design Company. To the best of the designer's knowledge, these plans have been prepared to comply with the client's specifications and local building codes in effect at the time. Although every reasonable effort has been made to avoid errors, omissions and mistakes, the contractor and or client shall verify all conditions, dimensions, details and specifications before any construction, work, or purchases have been made.

DESIGN COMPANY
RESIDENTIAL & COMMERCIAL BUILDING PLANS
1901 CONVENT AVE. LAREDO, TX 78040

DESIGN BY:	Dina P. Garza	FLOOR PLAN 1ST LEVEL	PROJECT: (5) APARTMENTS 839
DRWN BY:	Dina P. Garza	SHEET 01	NAME: MR JULIO CUEVAS
CHK'D BY:	D.P.G.	SC: 1/4" = 1'0" DATE: June 2019	ADDRESS: 1318 SALINAS AVE



DOOR SCHEDULE			
QTY	SIZE	DIMENSIONS	DESCRIPTION
6	2068	24X80X1 3/8"	
4	2068	24X80X1 3/8"	HINGED-LOUVERED
6	2868	32X80X1 3/8"	
2	4068	24X80"	BIFOLD
2	3068	36X80X1 3/4"	EXT.
2	6068	36X80"	BIFOLD
2	5068	30X80"	BIFOLD

WINDOW SCHEDULE			
QTY	SIZE	DIMENSIONS	DESCRIPTION
7	3050SH	36"X60"SH	SINGLE HUNG
3	2020SH	24"X24"SH	SINGLE HUNG
1	3052SH	36"X62"SH	SINGLE HUNG
3	3020FX	36"X24"FX	FIXED GLASS

1ST. LEVEL LIVING AREA =	2,578 S.F.
2ND. LEVEL LIVING AREA =	2,162 S.F.
TOTAL LIVING AREA =	4,740 S.F.
PORCHES & COV. PATIO =	461 S.F.
EACH APARTMENT =	839 S.F.

FRAME CONTRACTOR TO COMPLY WITH ALL CITY BUILDING CODE REQUIREMENTS CONCERNING ROUGH FRAMING CONSTRUCTION AND STEEL FRAME WORK.

2012 INTERNATIONAL FIRE CODE WILL BE FOLLOWED

FLOOR PLAN 2ND. LEVEL

SC: 1/4" = 1'0"

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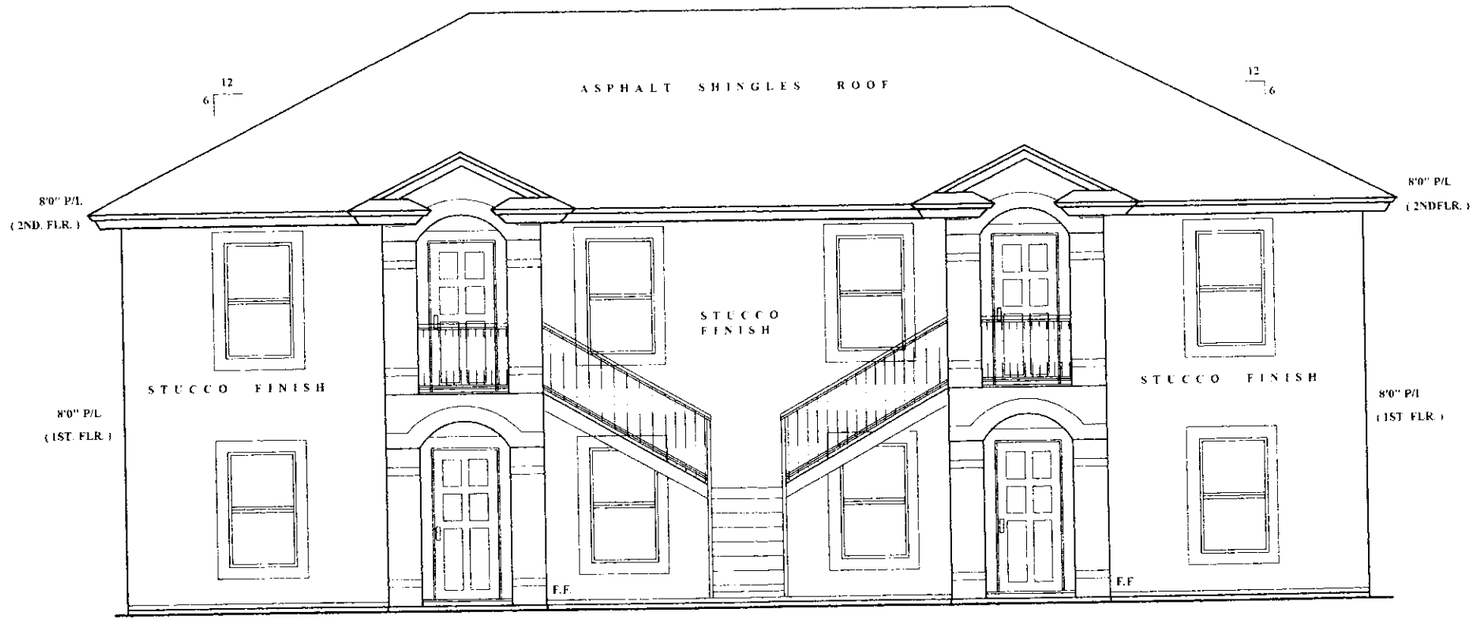
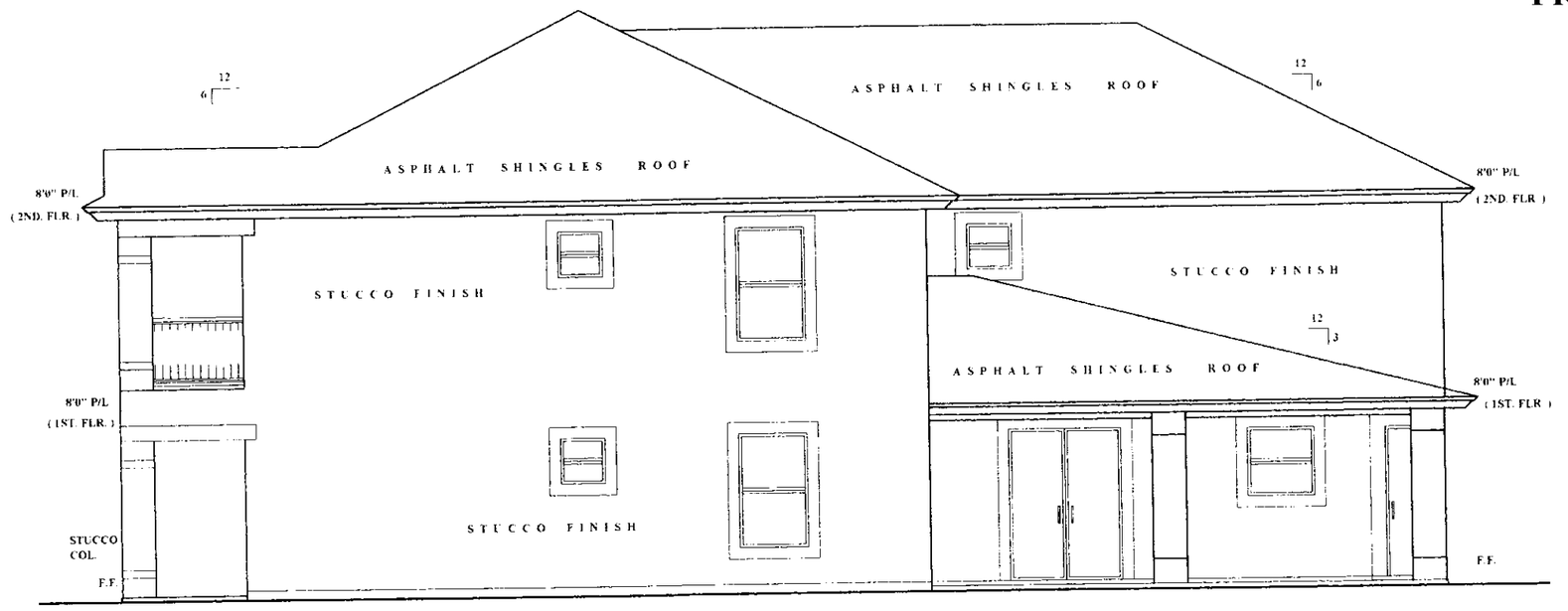
DESIGN COMPANY
RESIDENTIAL & COMMERCIAL BUILDING PLANS
1901 CONVENT AVE. LAREDO, TX 78040

DESIGN BY:	Dina P. Garza	FLOOR PLAN 2ND LEVEL	**PROJECT:** (5) APARTMENTS 839
DRWN BY:	Dina P. Garza	**SHEET** 02	**NAME:** MR JULIO CUEVAS
CHK'D BY:	D.P.G.	SC: 1/4" = 1'0" DATE: June 2019	**ADDRESS:** 1318 SALINAS AVE



FRONT ELEVATION

SC.: 1/4" = 1'0"



RIGHT SIDE ELEVATION

SC.: 1/4" = 1'0"

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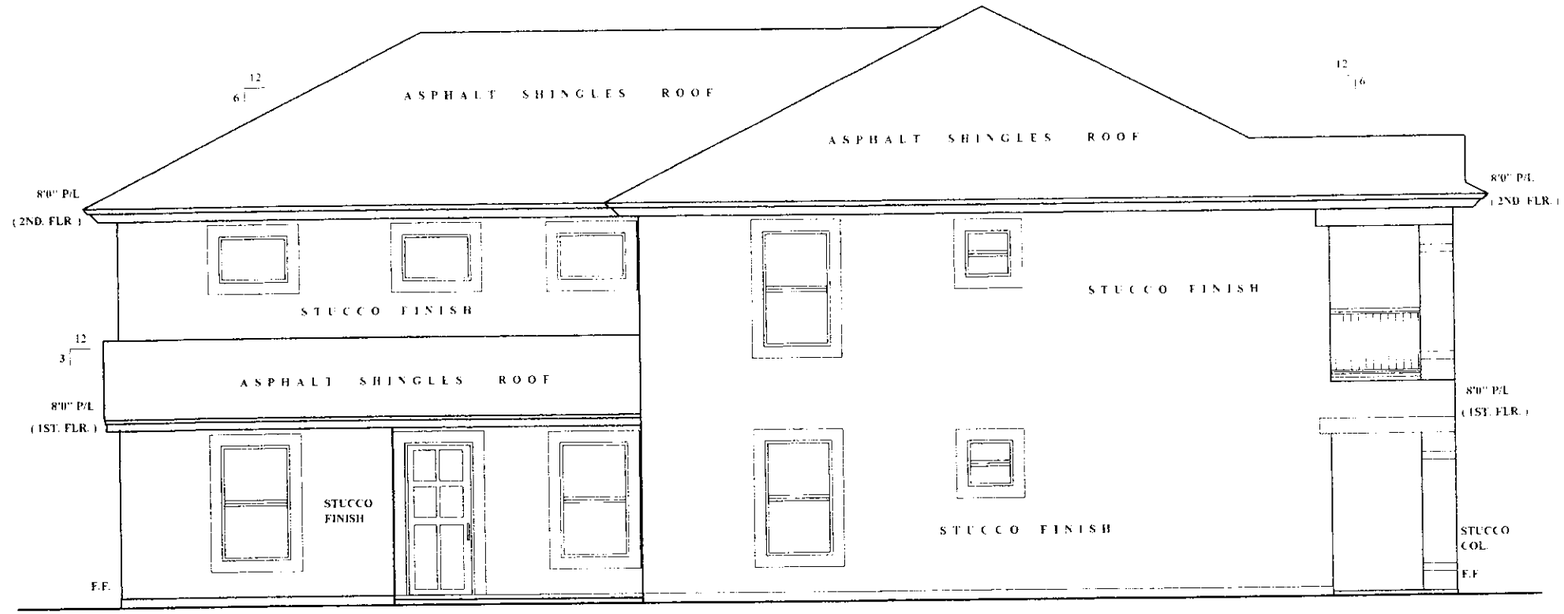
DESIGN COMPANY

RESIDENTIAL & COMMERCIAL BUILDING PLANS

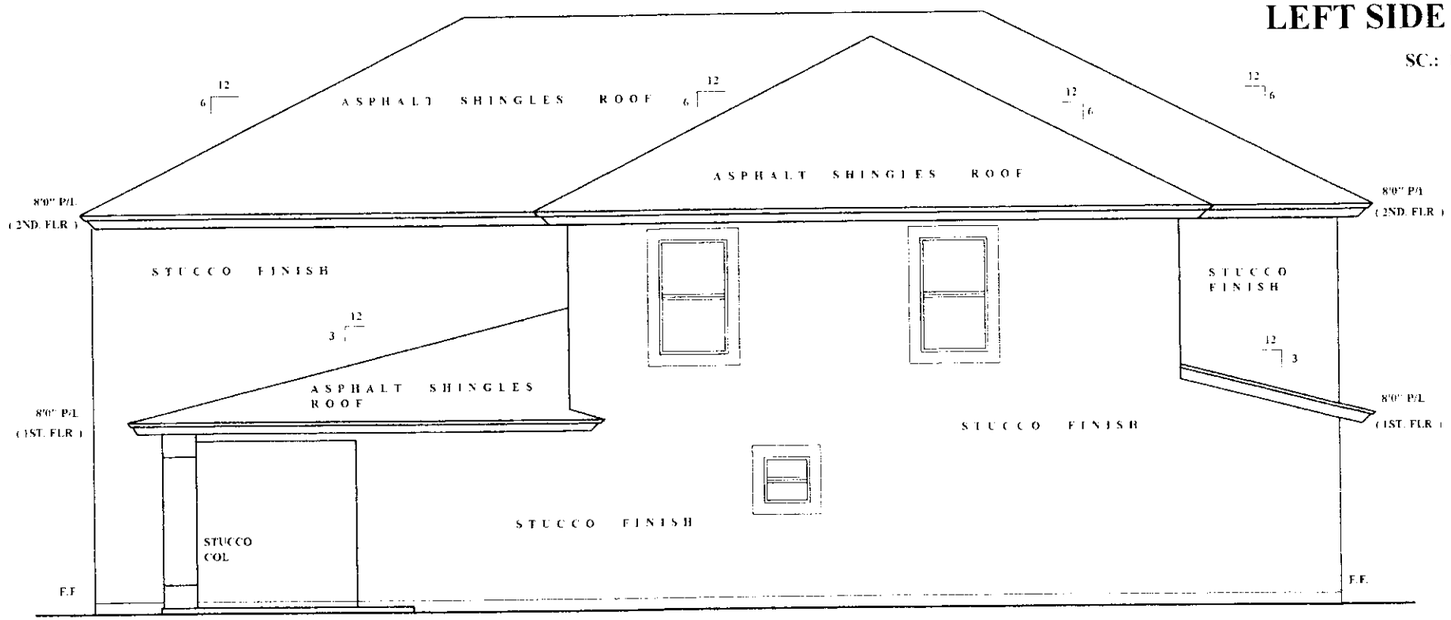
1901 CONVENT AVE. LAREDO, TX 78040

DESIGN BY:	Dina P. Garza	ELEVATIONS PLAN 1	**PROJECT:** (5) APARTMENTS 839
DRWN BY:	Dina P. Garza	**SHEET** 03	**NAME:** MR JULIO CUEVAS
CHK'D BY:	D.P.G.	SC: DATE: June 2019	**ADDRESS:** 1318 SALINAS AVE



LEFT SIDE ELEVATION

SC.: 1/4" = 1'0"



BACK ELEVATION

SC.: 1/4" = 1'0"

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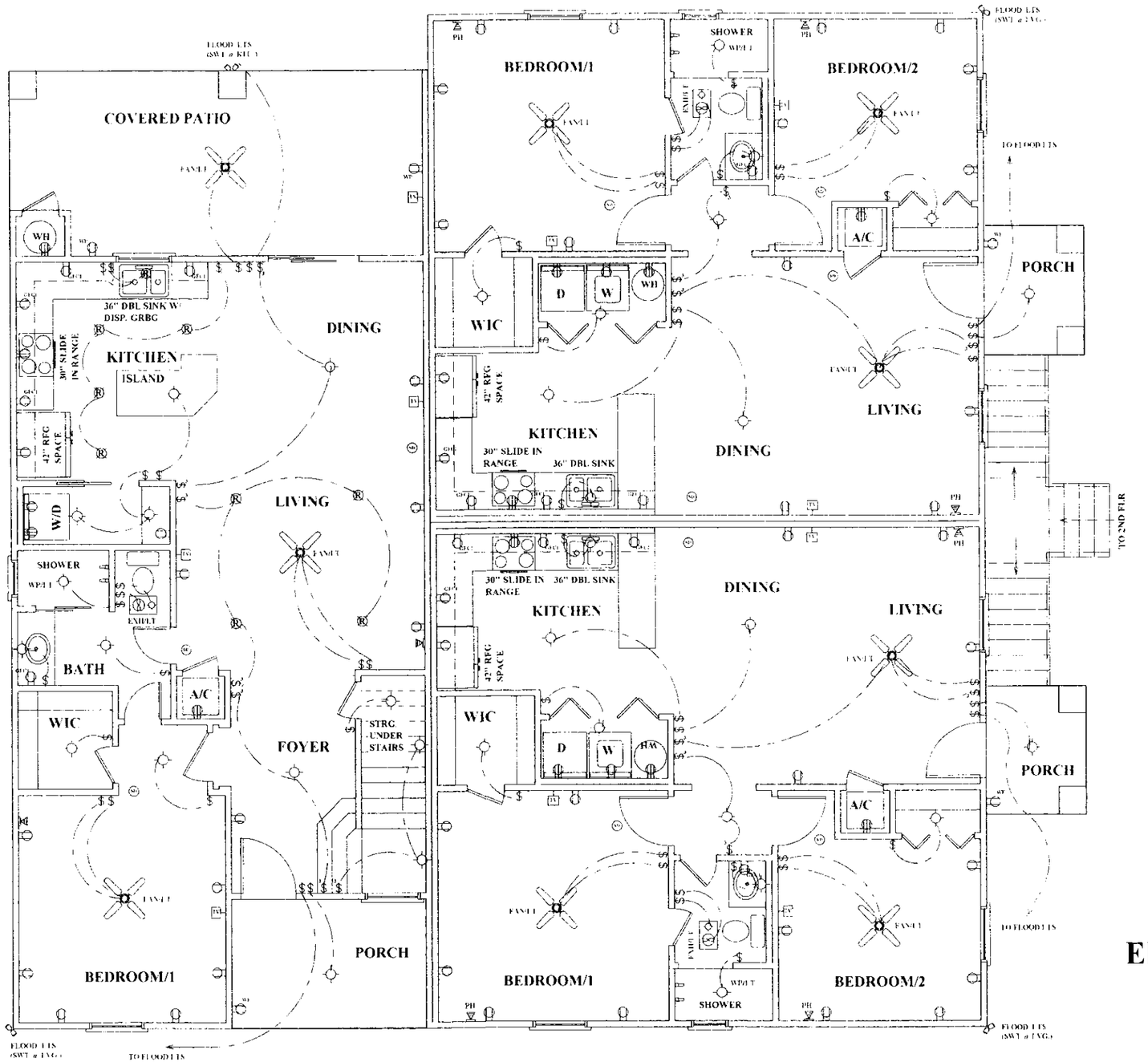
DESIGN COMPANY
RESIDENTIAL & COMMERCIAL BUILDING PLANS
1901 CONVENT AVE. LAREDO, TX 78040

DESIGN BY: Dina P. Garza	ELEVATIONS PLAN 2	**PROJECT:** (5) APARTMENTS 839
DRWN BY: Dina P. Garza	**SHEET** 04	**NAME:** MR JULIO CUEVAS
CHK'D BY: D.P.G.	SC: DATE: June 2019	**ADDRESS:** 1318 SALINAS AVE



ELECTRICAL SCHEDULE

- CEILING SURFACE MOUNT
- WP WATERPROOF CLG. SURFACE MOUNT
- CEILING RECESSED CAN
- EXHAUST FAN/LIGHT
- CEILING FAN
- EXTERIOR FLOOD LTS
- TELEVISION CABLE
- TELEPHONE
- SMOCK DETECTOR
- 110 DUPLEX OUTLET
- GFCI 110 GFI OUTLET
- WP 110 WATERPROOF OUTLET
- 220 OUTLET
- SINGLE POLE SWITCH
- 3 THREE WAY SWITCH

ELECTRICAL CONRACTOR MUST COMPLY WITH THE PROVISIONS IN THE INTERNATIONAL BUILDING CODE AND THE INTERNATIONAL ELECTRICAL CODE TO INCLU'DE FIXTURES. WIRING, AND OTHER REQUIRED ITEMS USED TO INSURE COMPLIANCE.

ELECTRICAL CONTRACTOR TO COMPLY WITH ALL ELECTRICAL CITY CODE REQUIREMENTS.

2012 INTERNATIONAL FIRE CODE WILL BE FOLLOWED

ELECTRICAL FLOOR PLAN 1ST LEVEL

SC: 1/4" = 1'0"

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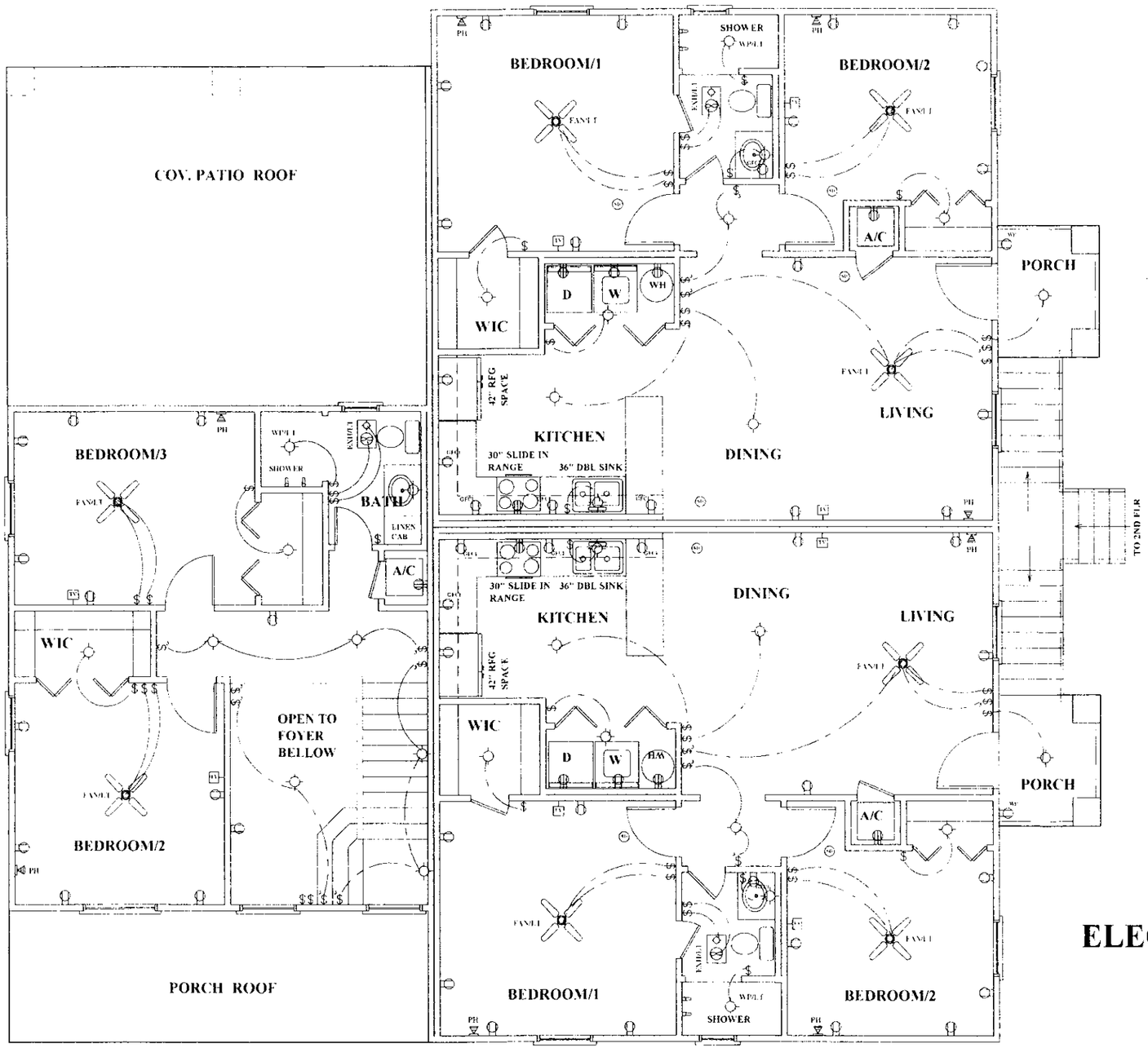
DESIGN COMPANY
RESIDENTIAL & COMMERCIAL BUILDING PLANS
1901 CONVENT AVE. LAREDO, TX 78040

DESIGN BY:	Dina P. Garza	ELECTRICAL PLAN 1ST LEVEL	**PROJECT:** (5) APARTMENTS 839
DRWN BY:	Dina P. Garza	**SHEET** 05	**NAME:** MR JULIO CUEVAS
CHK'D BY:	D.P.G.	SC: 1/4" = 1'0" DATE: June 2019	**ADDRESS:** 1318 SALINAS AVE



ELECTRICAL SCHEDULE

- CEILING SURFACE MOUNT
- WP — WATERPROOF CLG. SURFACE MOUNT
- CEILING RECESSED CAN
- EXHAUST FAN/LIGHT
- CEILING FAN
- EXTERIOR FLOOD LTS
- TELEVISION CABLE
- TELEPHONE
- SMOCK DETECTOR
- 110 DUPLEX OUTLET
- GFCI — 110 GFI OUTLET
- WP — 110 WATERPROOF OUTLET
- 220 OUTLET
- SINGLE POLE SWITCH
- 3 — THREE WAY SWITCH

ELECTRICAL CONRACTOR MUST COMPLY WITH THE PROVISIONS IN THE INTERNATIONAL BUILDING CODE AND THE INTERNATIONAL ELECTRICAL CODE TO INCLUDE FIXTURES, WIRING, AND OTHER REQUIRED ITEMS USED TO INSURE COMPLIANCE.

ELECTRICAL CONTRACTOR TO COMPLY WITH ALL ELECTRICAL CITY CODE REQUIREMENTS.

2012 INTERNATIONAL FIRE CODE WILL BE FOLLOWED

ELECTRICAL FLOOR PLAN 2ND LEVEL

SC: 1/4" = 1'0"

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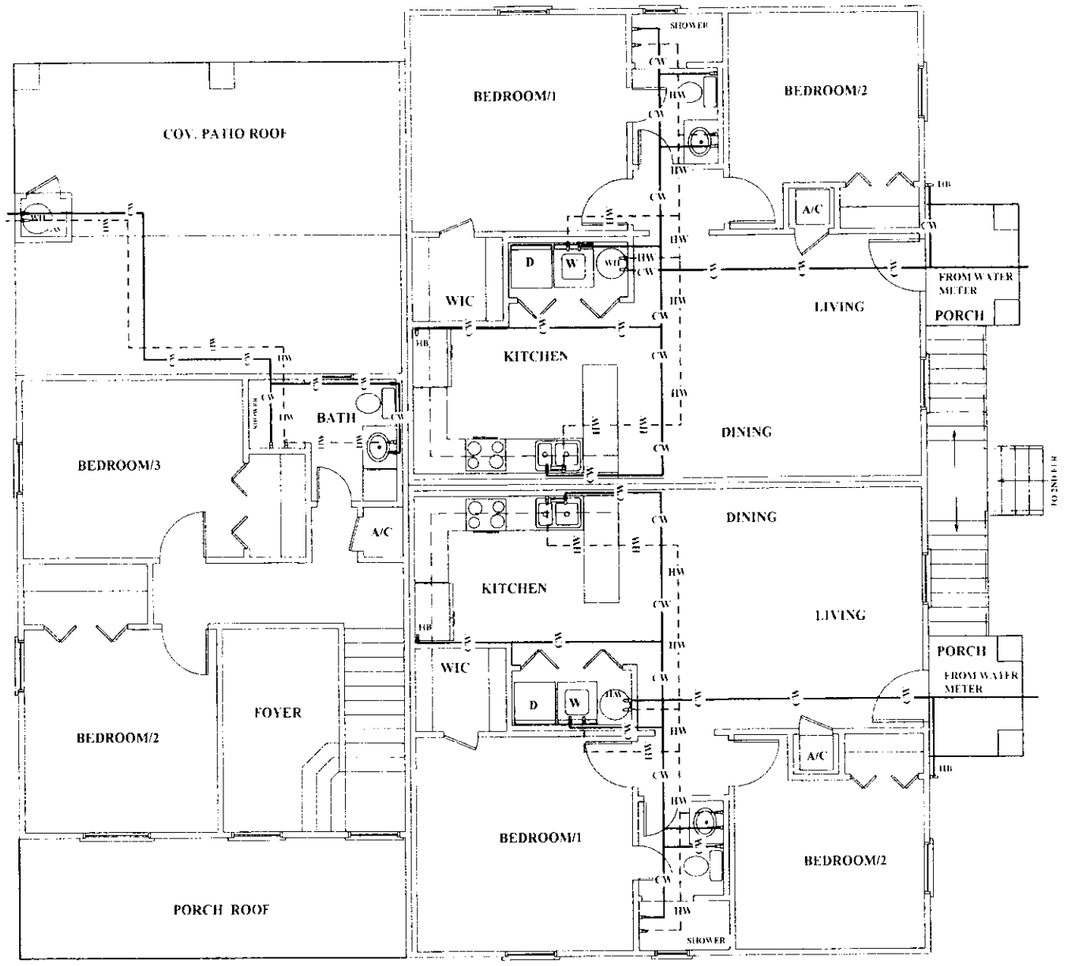
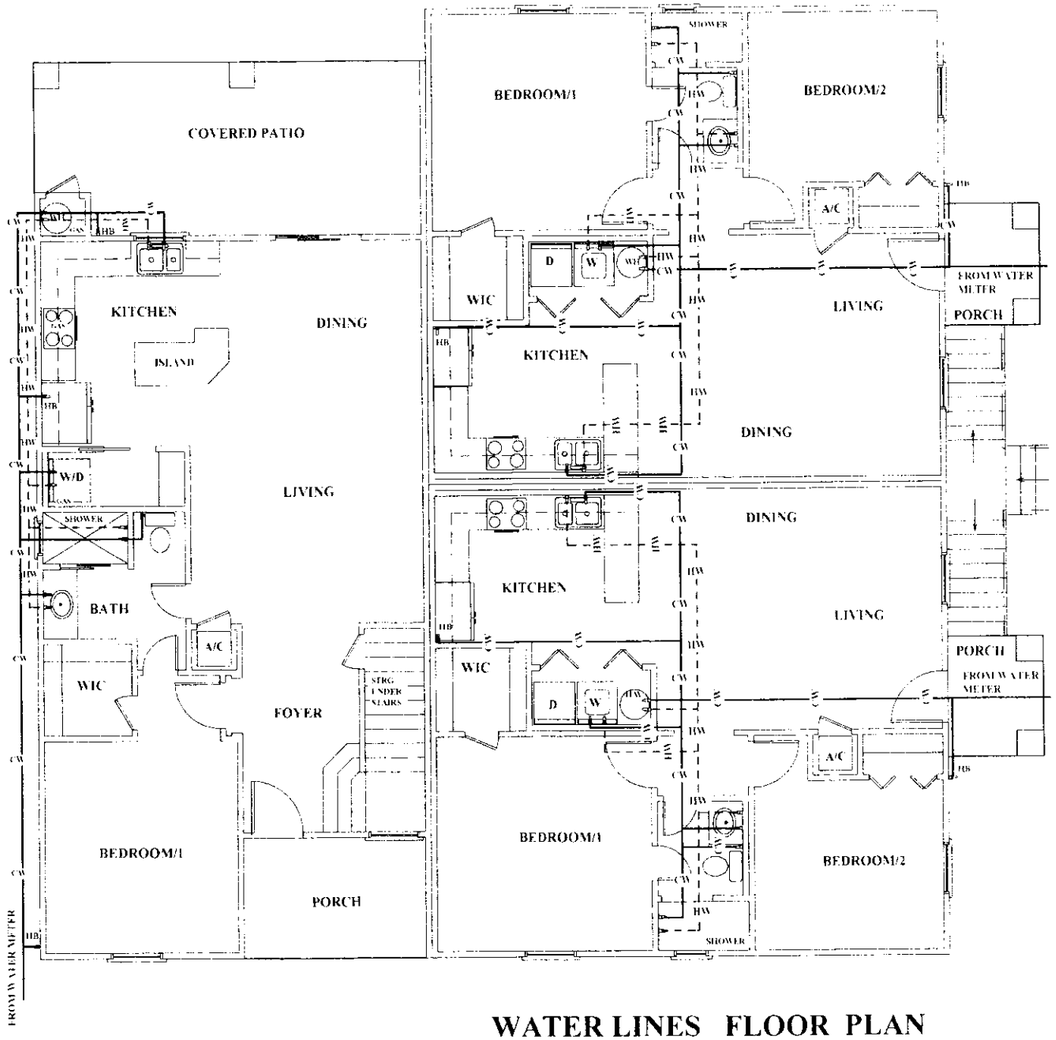
DESIGN COMPANY
RESIDENTIAL & COMMERCIAL BUILDING PLANS
1901 CONVENT AVE. LAREDO, TX 78040

DESIGN BY: Dina P. Garza	ELECTRICAL PLAN 2ND LEVEL	**PROJECT:** (5) APARTMENTS 839
DRWN BY: Dina P. Garza	**SHEET** 06	**NAME:** MR JULIO CUEVAS
CHK'D BY: D.P.G.	SC: 1/4" = 1'0" DATE: June 2019	**ADDRESS:** 1318 SALINAS AVE



WATER LINES FLOOR PLAN
2ND LEVEL

SC: 3/16" = 1'0"



WATER LINES FLOOR PLAN
1ST LEVEL

SC: 3/16" = 1'0"

PLUMBING CONTRACTOR MUST COMPLY WITH THE PROVISIONS IN THE INTERNATIONAL BUILDING CODE AND THE INTERNATIONAL PLUMBING CODE TO INCLUDE FIXTURES, MATERIALS, AND OTHER REQUIRED ITEMS USED TO INSURE COMPLIANCE

PLUMBING CONTRACTOR TO COMPLY WITH ALL PLUMBING CITY CODE REQUIREMENTS.

2012 INTERNATIONAL FIRE CODE WILL BE FOLLOWED

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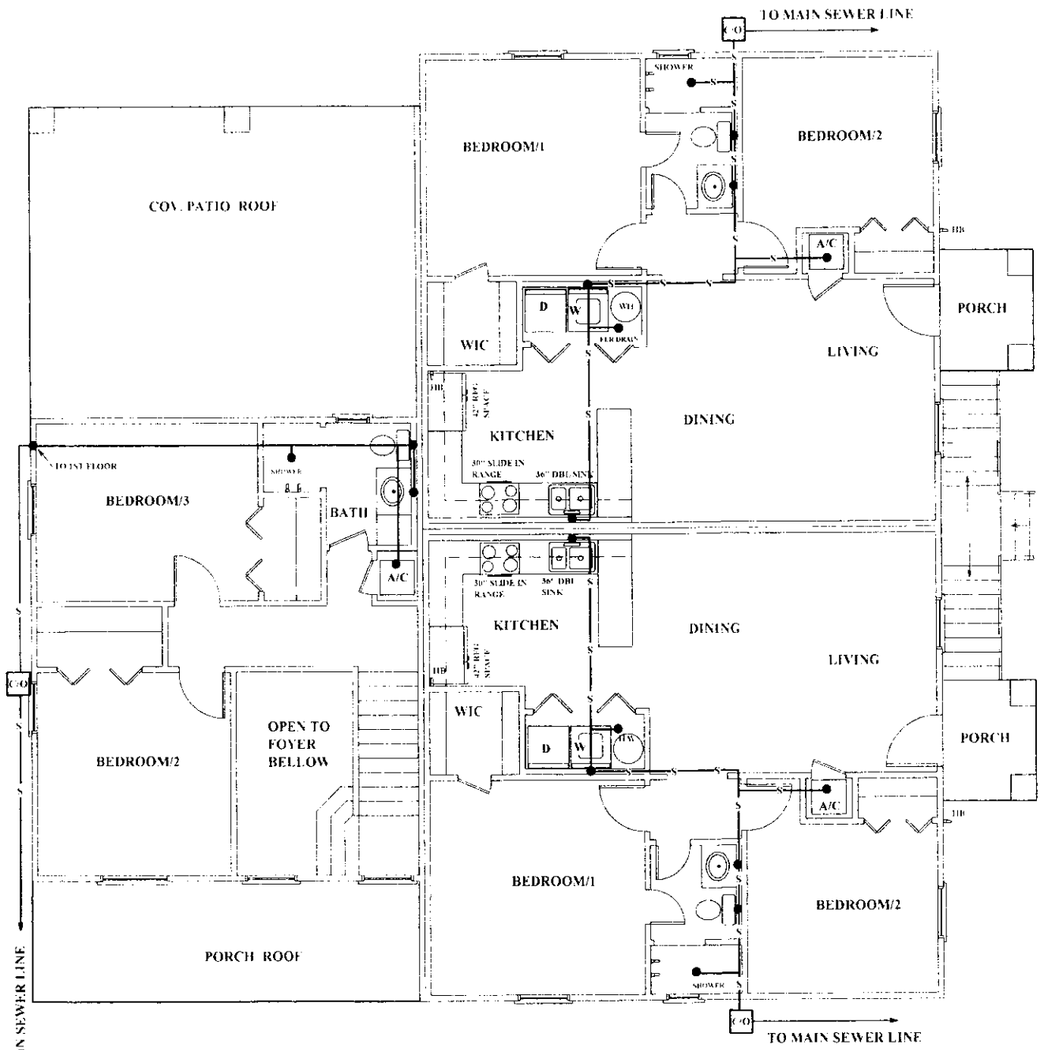
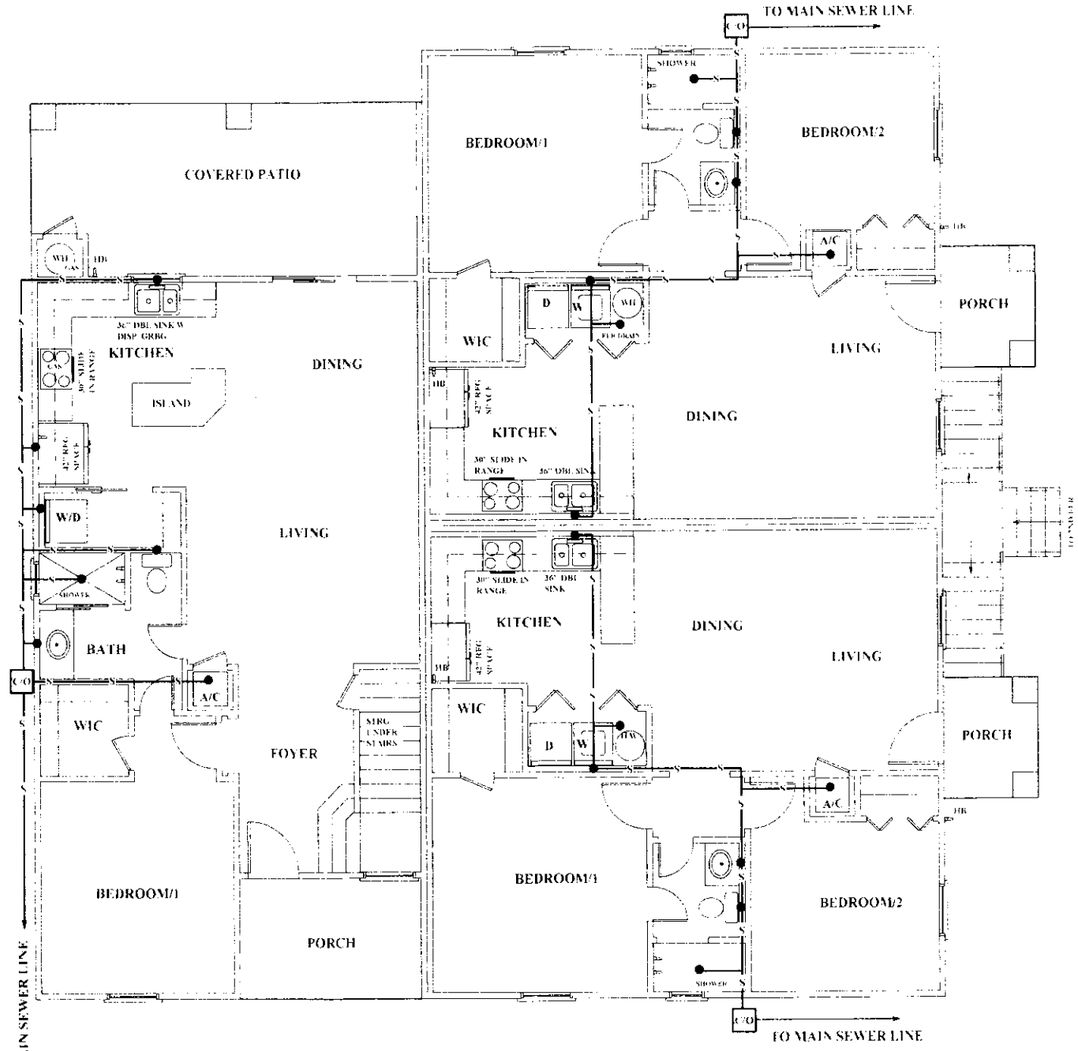
DESIGN COMPANY
RESIDENTIAL & COMMERCIAL BUILDING PLANS
1901 CONVENT AVE LAREDO, TX 78040

DESIGN BY:	Dina P. Garza	PLUMBING PLAN 1	**PROJECT:** (5) APARTMENTS 839
DRWN BY:	Dina P. Garza	**SHEET** 07	**NAME:** MR JULIO CUEVAS
CHK'D BY:	D.P.G.	SC: 3/16" = 1'0" DATE: June 2019	**ADDRESS:** 1318 SALINAS AVE



SEWER LINES FLOOR PLAN
2ND LEVEL

SC: 3/16" = 1'0"



SEWER LINES FLOOR PLAN
1ST LEVEL

SC: 3/16" = 1'0"

PLUMBING CONTRACTOR MUST COMPLY WITH THE PROVISIONS IN THE INTERNATIONAL BUILDING CODE AND THE INTERNATIONAL PLUMBING CODE TO INCLUDE FIXTURES, MATERIALS, AND OTHER REQUIRED ITEMS USED TO INSURE COMPLIANCE

PLUMBING CONTRACTOR TO COMPLY WITH ALL PLUMBING CITY CODE REQUIREMENTS.

2012 INTERNATIONAL FIRE CODE WILL BE FOLLOWED

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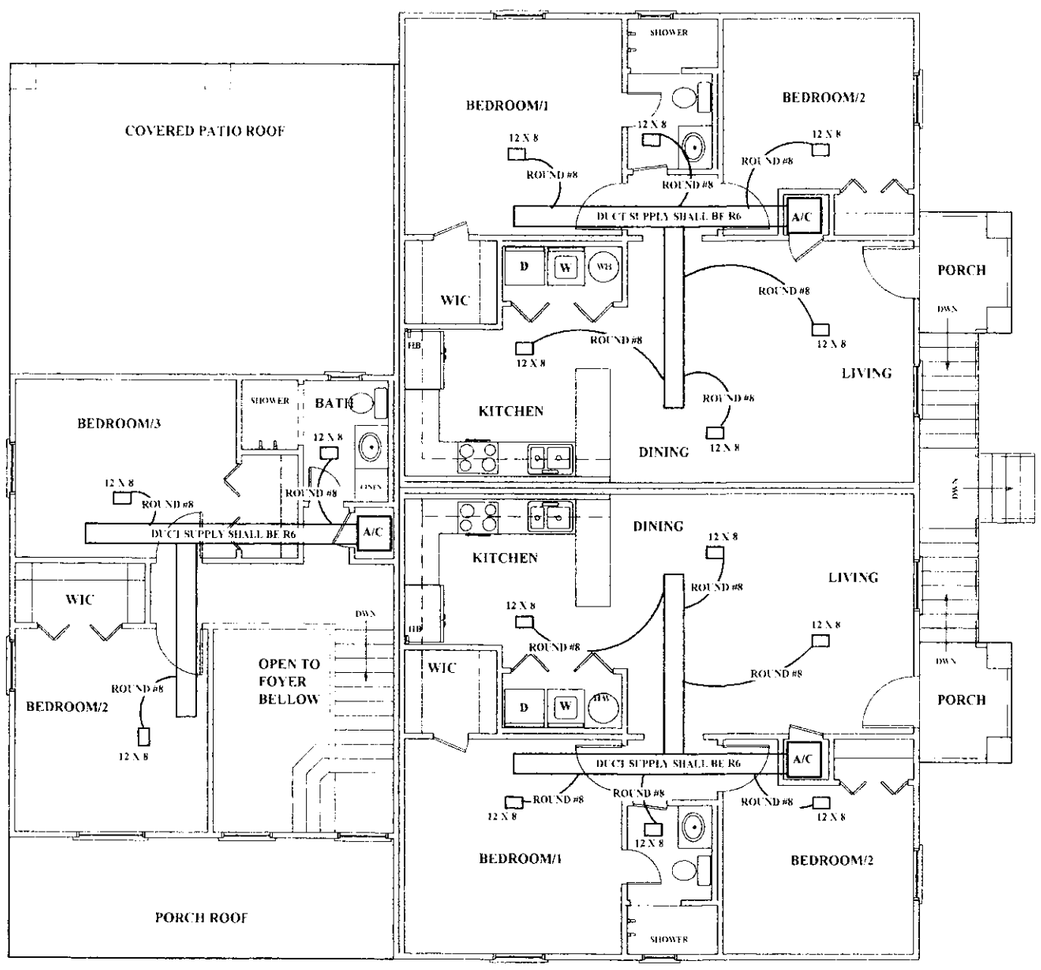
DESIGN COMPANY
RESIDENTIAL & COMMERCIAL BUILDING PLANS
1901 CONVENT AVE. LAREDO, TX 78040

DESIGN BY:	Dina P. Garza	PLUMBING PLAN 2	**PROJECT:** (5) APARTMENTS 839
DRWN BY:	Dina P. Garza	**SHEET** 08	**NAME:** MR JULIO CUEVAS
CHK'D BY:	D.P.G	SC: 3/16" = 1'0" DATE: June 2019	**ADDRESS:** 1318 SALINAS AVE



A/C FLOOR PLAN 2ND. LEVEL

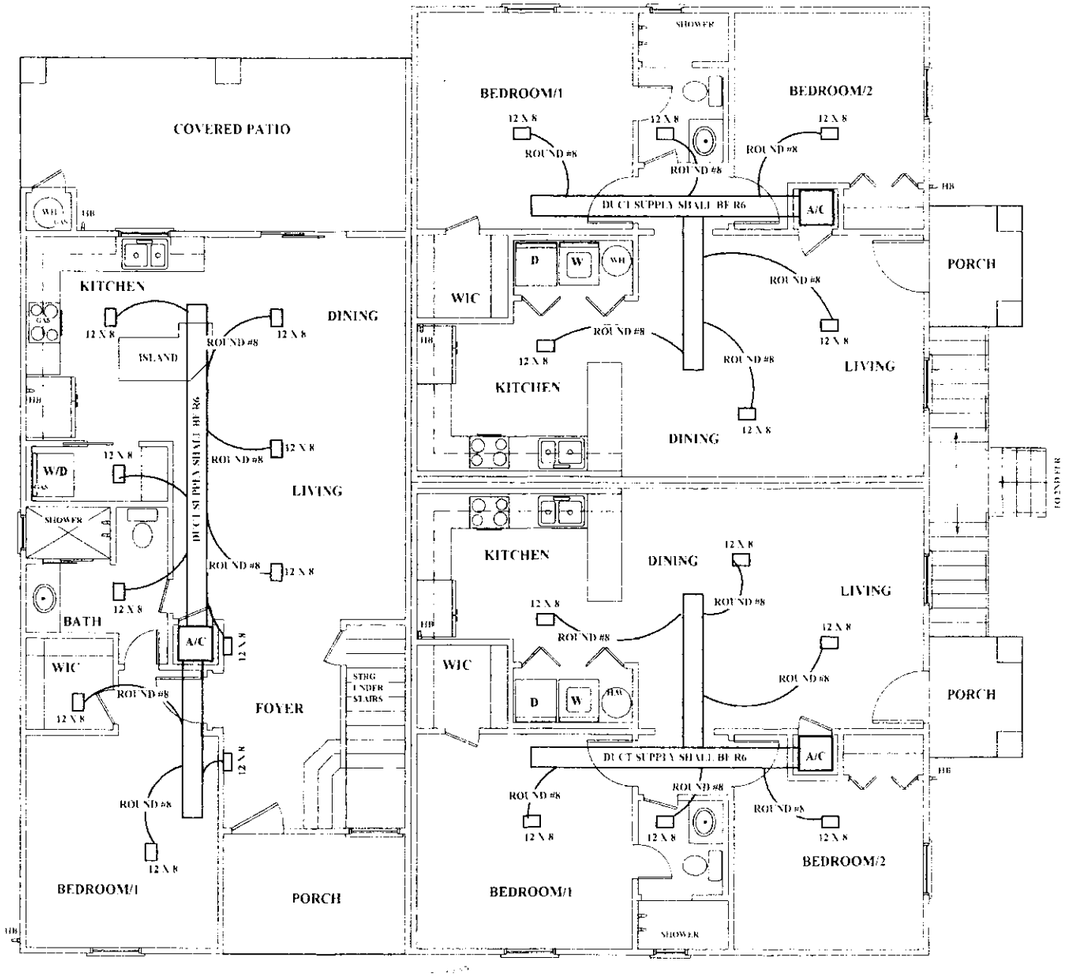
SC: 3/16" = 1'0"

AIR CONDITIONING CONTRACTOR MUST COMPLY WITH THE PROVISIONS IN THE INTERNATIONAL BUILDING CODE AND THE INTERNATIONAL MECHANICAL CODE TO INCLUDE INSTALLATION, DUCT WORK, AND OTHER REQUIRED ITEMS USED TO INSURE COMPLIANCE.

AIR CONDITIONING CONTRACTOR TO COMPLY WITH ALL MECHANICAL CITY CODE REQUIREMENTS

MECHANICAL CONTRACTOR TO PROVIDE: COMPLETE MECHNICAL SCHEDULE MANUAL J REPORT

2012 INTERNATIONAL FIRE CODE WILL BE FOLLOWED



A/C FLOOR PLAN 1ST LEVEL

SC: 3/16" = 1'0"

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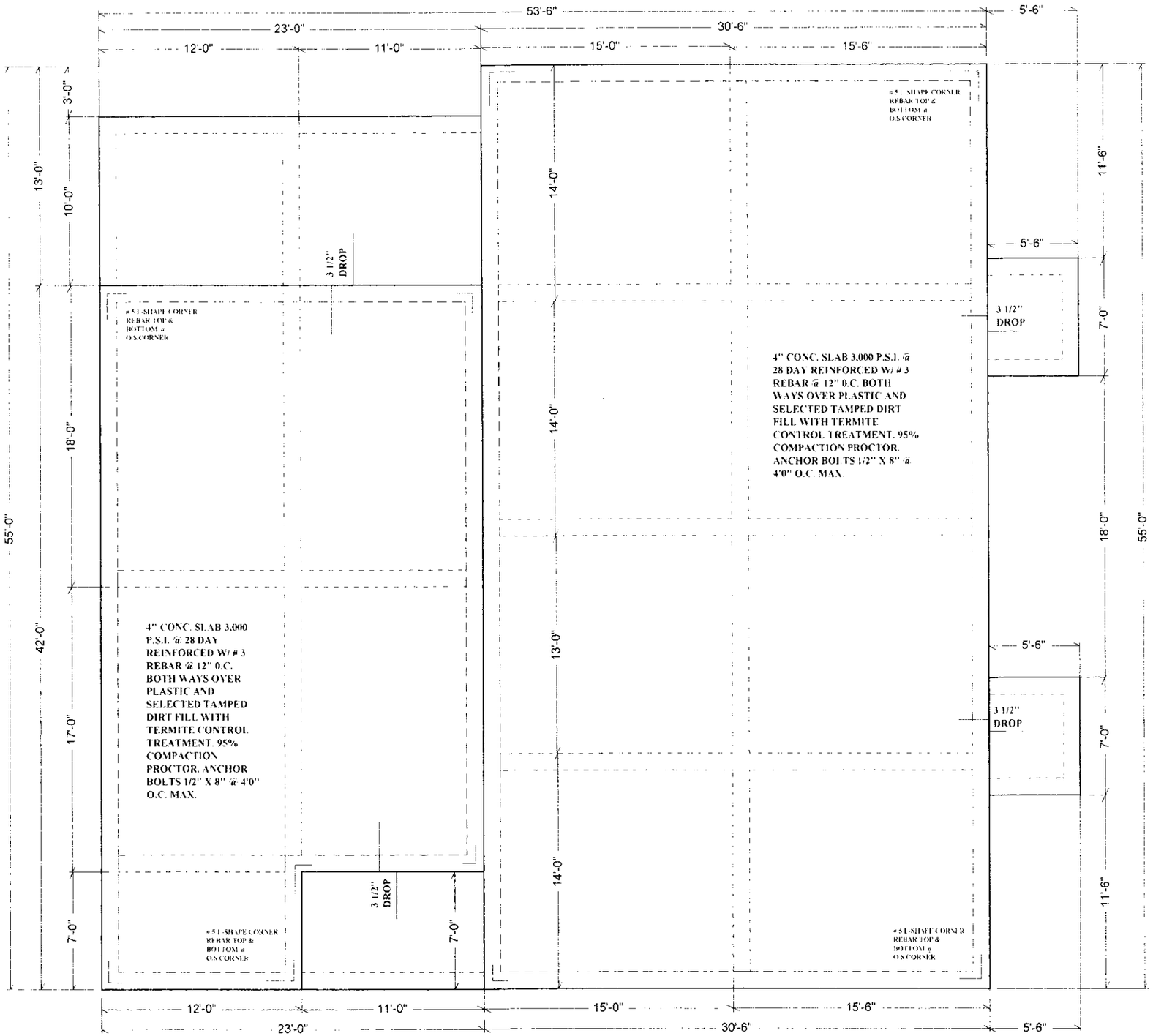
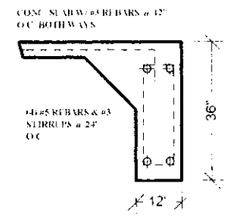
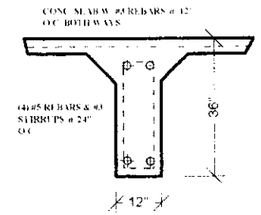
DESIGN COMPANY
RESIDENTIAL & COMMERCIAL BUILDING PLANS
1901 CONVENT AVE. LAREDO, TX 78040

DESIGN BY: Dina P. Garza	AIR CONDITIONING PLAN	**PROJECT:** (5) APARTMENTS 839
DRWN BY: Dina P. Garza	**SHEET** 09	**NAME:** MR JULIO CUEVAS
CHK'D BY: D.P.G.	SC: 3/16" = 1'0" DATE: June 2019	**ADDRESS:** 1318 SALINAS AVE





EXT'R BEAM



INT'R BEAM

FOUNDATION CONTRACTOR TO REVIEW AND CLOSE ALL MEASUREMENTS. IF A MEASUREMENT DOES NOT CLOSE OUT OR SOMETHING IS NOT RIGHT, FOUNDATION CONTRACTOR MUST NOTIFY GENERAL CONTRACTOR TO VERIFY AND CORRECT ON JOB SITE.

FOUNDATION CONTRACTOR TO COMPLY WITH ALL CITY BUILDING CODE REQUIREMENTS CONCERNING FOUNDATION AND STEEL FRAME WORK.

FOUNDATION PLAN

SC.: 1/4" = 1'0"

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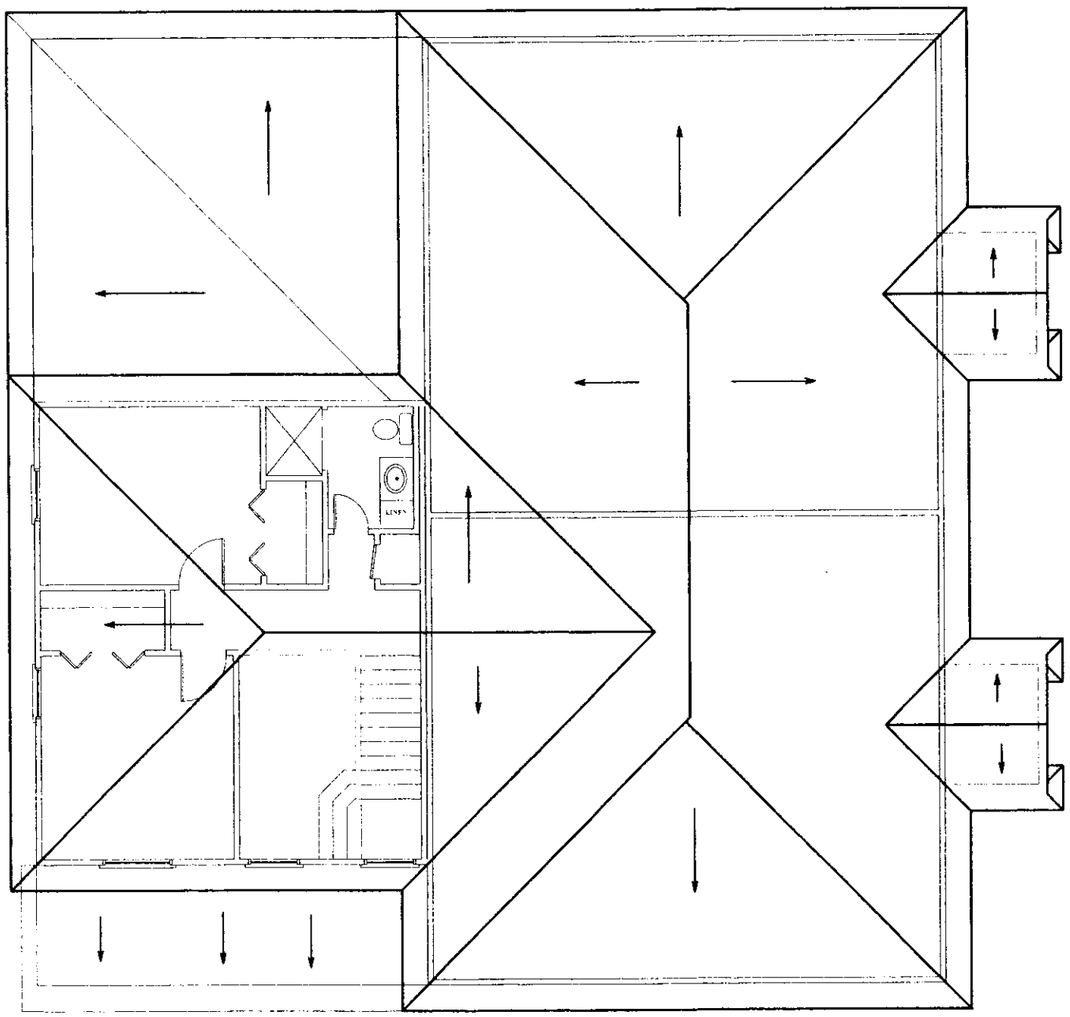
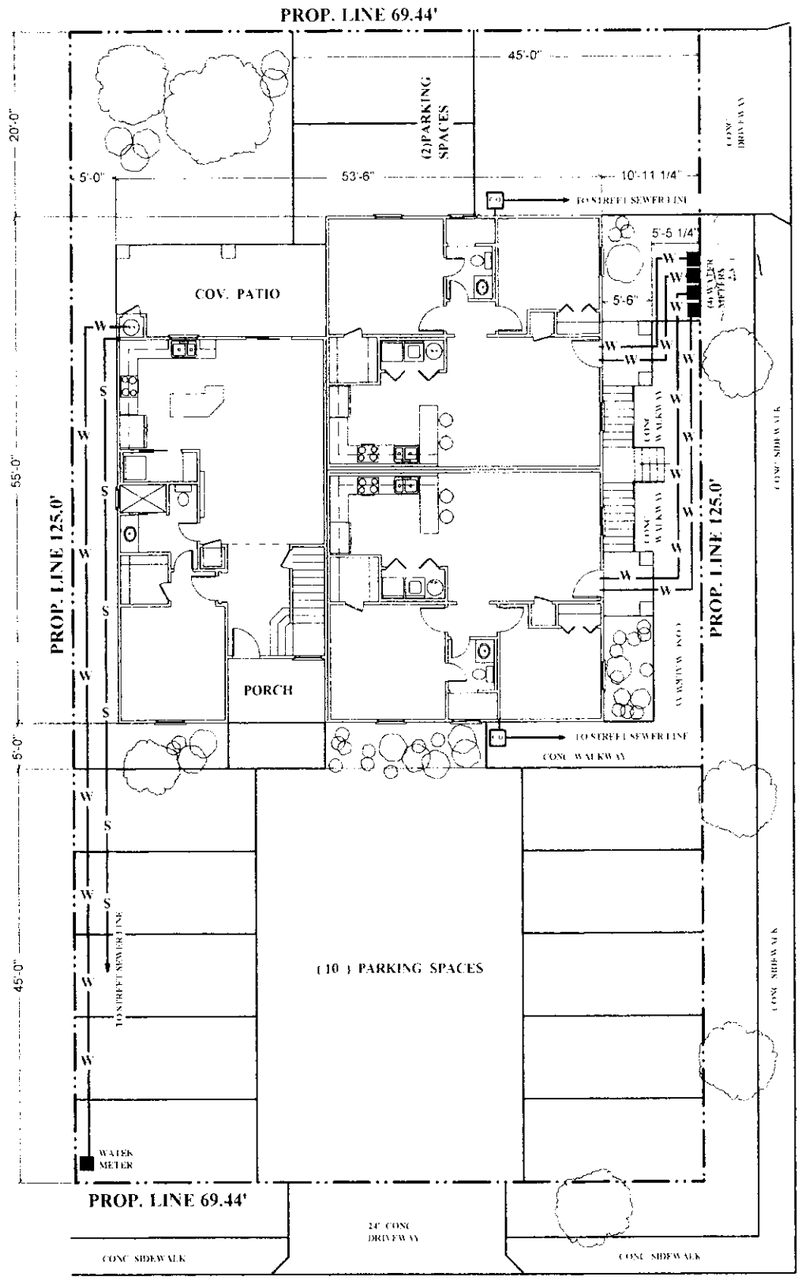
DESIGN COMPANY
RESIDENTIAL & COMMERCIAL BUILDING PLANS
1901 CONVENT AVE. LAREDO, TX 78040

DESIGN BY:	Dina P. Garza	FOUNDATION PLAN	**PROJECT:** (5) APARTMENTS 839
DRWN BY:	Dina P. Garza	**SHEET** 10	**NAME:** MR JULIO CUEVAS
CHK'D BY:	D.P.G.	SC: 1/4" = 1'0" DATE: June 2019	**ADDRESS:** 1318 SALINAS AVE



ROOF PLAN

SC.: 3/16" = 1'0"



SITE PLAN

SC: 1" = 10'0"

1318 SALINAS AVE.

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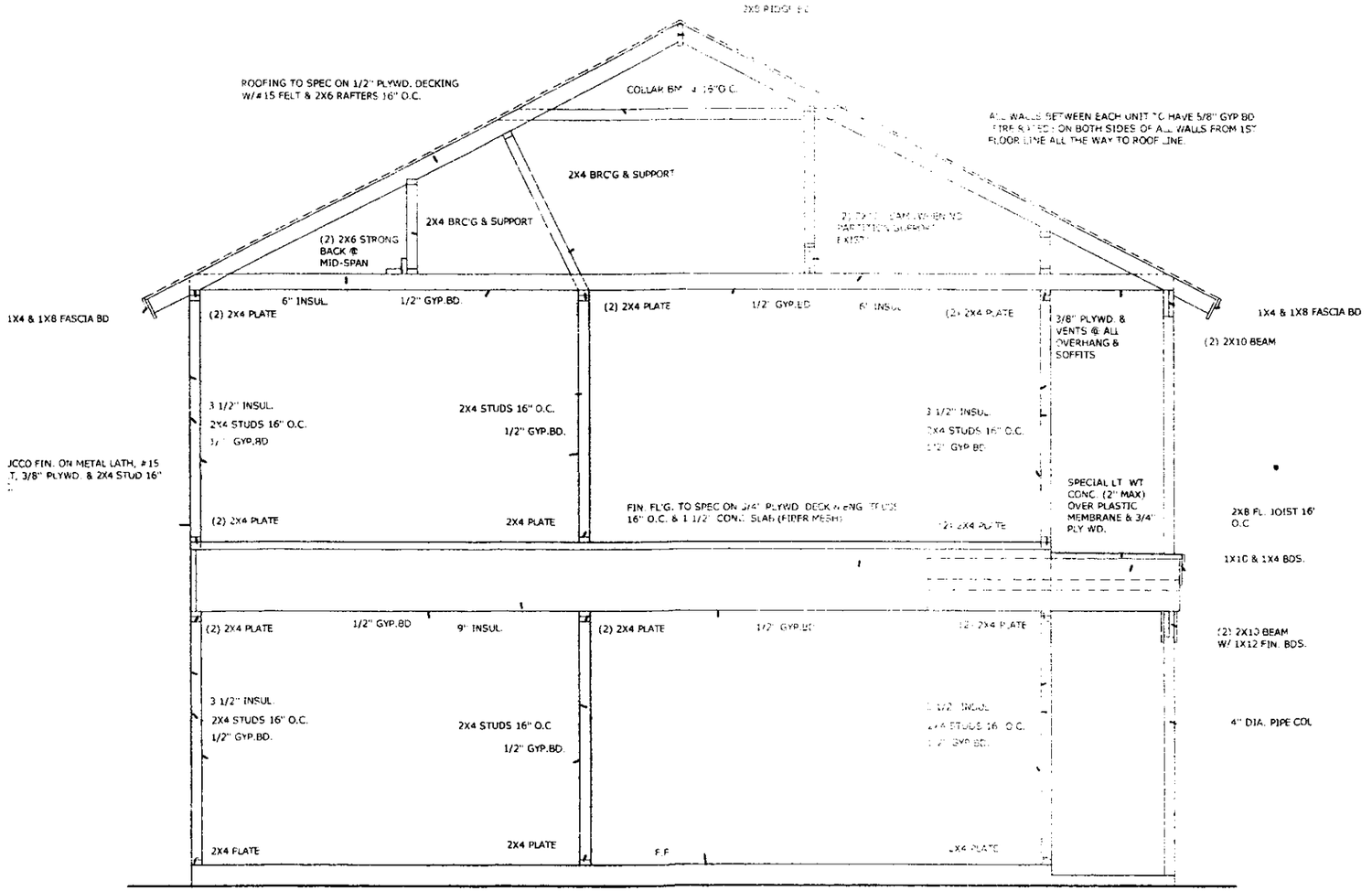
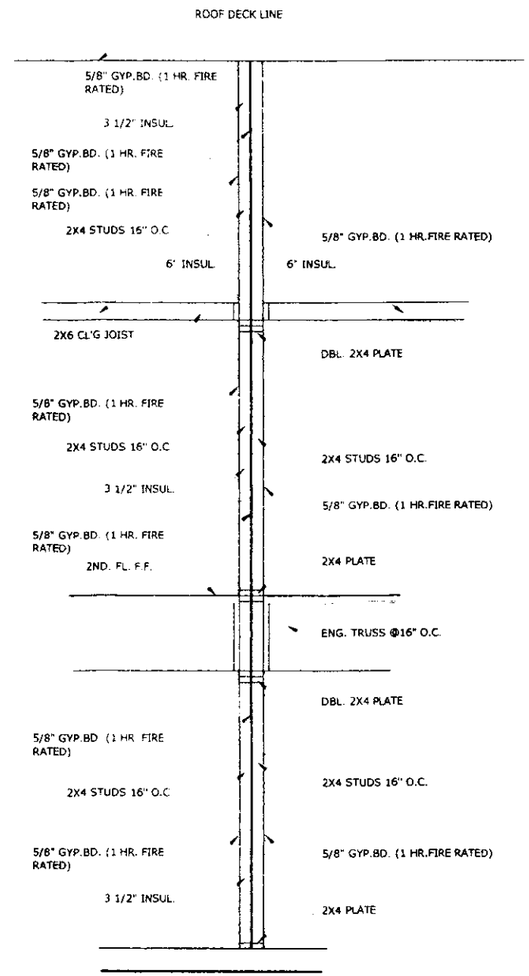
DESIGN COMPANY

RESIDENTIAL & COMMERCIAL BUILDING PLANS

1901 CONVENT AVE. LAREDO, TX 78040

DESIGN BY:	Dina P. Garza	SITE PLAN	**PROJECT:** (5) APARTMENTS 839
DRWN BY:	Dina P. Garza	**SHEET** 11	**NAME:** MR JULIO CUEVAS
CHK'D BY:	D.P.G.	SC: 1" = 10'0" DATE: June 2019	**ADDRESS:** 1318 SALINAS AVE





[TYP] FRAMING DETAIL

SCALE: N.T.S

MAXIMUM ALLOWABLE SPANS FOR EARTHQUAKE RESISTANT WOOD FRAME WALLS

SIZE OF WOOD HEADER [4]	ALLOWABLE SPAN OF HEADERS IN FEET FOR BEARING WALLS [1,2] NO FLOORS ABOVE	ONE FLOOR ABOVE	TWO FLOORS ABOVE	ALLOWABLE SPAN OF HEADERS IN WALLS NOT SUPPORTING FLOORS OR ROOFS
2 - 2"X4"	4'	---	---	6'
2 - 2"X6"	4' TO 8'	4'	---	8' TO 8'
2 - 2"X8"	6' TO 8'	4' TO 6'	---	8' TO 10'
2 - 2"X10"	8' TO 10'	6' TO 8'	4' TO 6'	10' TO 12'
2 - 2"X12"	10' TO 12'	8' TO 10'	6' TO 8'	12' TO 16'

1. BASED ON 10' TRIBUTARY FLOOR AND ROOF LOADS, IN OTHER WORDS, HEADERS LOCATED IN EXTERIOR WALL AND SUPPORTING 20' SPAN JOISTS OR HEADERS LOCATED IN INTERIOR BEARING WALLS AND SUPPORTING JOISTS SPANNING TWO 10' WIDE ROOMS ON EACH SIDE.
2. BASED ON HEADER PROVIDING SUPPORT WALL HEIGHT EQUAL TO WIDTH OF OPENING.
3. NOMINAL 4" WIDE SINGLE HEADERS MAY BE SUBSTITUTED FOR THE DOUBLE MEMBERS.
4. SPANS ARE BASED ON NO. 2 OR STANDARD GRADE LUMBER. NO. 3 GRADE LUMBER MAY BE USED WITH APPROPRIATE DESIGN.

MAXIMUM ALLOWABLE SPANS FOR CEILING JOISTS AND RAFTERS

- LIGHTWEIGHT ROOFS ONLY - AN ENGINEER MUST BE CONSULTED FOR TILE ROOFS

MAXIMUM CLEAR SPAN FOR RAFTERS: WITHOUT GYP. BOARD

SIZE	24"O.C.	16"O.C.	12"O.C.
2X6	11'-3"	14'-0"	16'-2"
2X8	15'-1"	18'-5"	21'-4"
2X10	19'-3"	23'-7"	27'-2"

FOR MATERIALS WITH E=1.6, Fb=1400 PSI DOT/P DESIGN LOADS: 30psf LIVE 7psf DEAD COMPLIES W/CABO (1995), UBC(1988), SPMC(1987)

MAXIMUM CLEAR SPAN FOR RAFTERS: WITH GYP. BOARD

SIZE	24"O.C.	16"O.C.	12"O.C.
2X6	10'-0"	12'-4"	14'-2"
2X8	13'-3"	16'-3"	18'-9"
2X10	16'-11"	20'-8"	23'-11"
2X12	20'-8"	25'-2"	29'-1"

FOR MATERIALS WITH E=1.6, Fb=1400 PSI DOT/P DESIGN LOADS: 30psf LIVE 10psf DEAD COMPLIES W/CABO (1995), UBC(1988), SPMC(1987)

GENERAL NOTES FOR ROOF FRAMING PLANS

FIRE RATED FIRE CODE (GREAT TREE) ROOF:
- ALL RAFTERS TO BE 2X6'S @ 16" O.C. U.N.O.
- ALL EXTERIOR OPENINGS TO BE LOAD BEARING
- PROVIDE COLLAR TIES @ 4'-0" O.C. ON ALL RIDGES
- TRANSFER ALL LOAD BEARING POINTS TO FOUNDATION
- CONSTRUCT CRICKET ON TOP OF ROOF DECKING

FIRE CODE COMPLIANT ON METAL ROOF:
- ALL RAFTERS TO BE 2X6'S @ 24" O.C. U.N.O.
- ALL EXTERIOR OPENINGS TO BE LOAD BEARING
- PROVIDE COLLAR TIES @ 4'-0" O.C. ON ALL RIDGES
- TRANSFER ALL LOAD BEARING POINTS TO FOUNDATION
- CONSTRUCT CRICKET ON TOP OF ROOF DECKING

FRAMING PLAN IS PROVIDED ONLY AS A GUIDE. IT IS RECOMMENDED THAT A STRUCTURAL ENGINEER BE CONSULTED TO SIZE RAFTERS AND TO LOCATE AND SIZE ANY BEAMS.

MAXIMUM CLEAR SPAN FOR FLOOR JOISTS

SIZE	24"O.C.	16"O.C.	12"O.C.
2X8	11'-0"	12'-10"	14'-2"
2X10	14'-0"	16'-5"	18'-0"
2X12	17'-0"	19'-11"	21'-11"

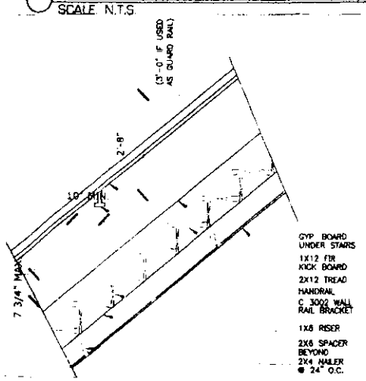
FOR MATERIALS WITH E=1.6, Fb=1400 PSI DESIGN LOADS: 40psf LIVE 10psf DEAD COMPLIES W/CABO (1995), UBC(1988), SPMC(1987)

[TYP] FIRE WALL DETAIL

SCALE: N.T.S

2012 INTERNATIONAL FIRE CODE WILL BE FOLLOWED

- ALL VENTS TO BEAR AWAY FROM WALL IF POSSIBLE
- SOUND INSULATE AT KITCHEN AND BATHS
- PROVIDE FULL OPENING SWING DOORS AT ALL EXIT DOORS
- PROVIDE HVAC VENTS AT ALL FLOORS AND AT K.O.
- PROVIDE MASONRY TO EXTEND 6" FINISHED GRADE MIN.
- TRUSS MANUFACTURER TO REVIEW TRUSSES IN WIND WITH HVAC PENETRATIONS BE SURE PROVISIONS ARE MADE FOR THROUGH AND FOR SUPPORT OF A/C UNIT
- SEE PLANS FOR ADDITIONAL NOTES
- ALL WET AREA RECEPTACLES TO BE GFIC
- PROVIDE LIGHT & ELEC. AT DISAP. STAIR AND AT ATTIC
- ALL COPPER WIRING
- ALL SWITCHES AT 36" A.F.F.
- ANY EXTERIOR LIGHTING TO BE HOODED
- SEE PLANS FOR ADDITIONAL NOTES



Frame contractor to comply with all city building codes requirements concerning rough framing construction.

These drawings and specifications are and shall remain the property of Design Company. They may not be reused, reproduced, or altered in any way without prior approval from and with appropriate compensation to Design Company. To the best of the designer's knowledge, these plans have been prepared to comply with the client's specifications and local building codes in effect at the time. Although every reasonable effort has been made to avoid errors, omissions, and mistakes, the contractor and/or client shall verify all conditions, dimensions, details, and specifications before any construction, work, or purchases have been made.

DESIGN COMPANY
RESIDENTIAL & COMMERCIAL BUILDING PLANS
1901 CONVENT AVE. LAREDO, TX 78040

DESIGN BY: Dina P. Garza	FRAMING PLAN	**PROJECT:** (5) APARTMENTS 839
DRWN BY: Dina P. Garza	**SHEET** 12	**NAME:** MR JULIO CUEVAS
CHK'D BY: D.P.G.	SC: DATE: June 2019	**ADDRESS:** 1318 SALINAS AVE

Webb CAD

Property Search > 161356 DOVALINA CARLOS H for Year 2019

Tax Year: 2019

Property

Account

Property ID:	161356	Legal Description:	LOT 7 BLK 229 WD
Geographic ID:	105-00229-070	Zoning:	R-2
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	1318 SALINAS AVE LAREDO, TX 78040	Mapsco:	
Neighborhood:	WD_MAP_63 / D-RES P-RES	Map ID:	63
Neighborhood CD:	1063		

Owner

Name:	DOVALINA CARLOS H	Owner ID:	42135
Mailing Address:	1302 E BUSTAMANTE ST LAREDO, TX 78041-5302	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$43,830	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0

(=) Market Value:	=	$43,830	
(–) Ag or Timber Use Value Reduction:	–	$0	

(=) Appraised Value:	=	$43,830	
(–) HS Cap:	–	$0	

(=) Assessed Value:	=	$43,830	

Taxing Jurisdiction

Owner: DOVALINA CARLOS H
% Ownership: 100.0000000000%
Total Value: $43,830

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
C1	CITY OF LAREDO	0.634000	$43,830	$43,830	$277.88
CAD	WEBB COUNTY APPRAISAL DISTRICT	0.000000	$43,830	$43,830	$0.00
G3	WEBB COUNTY	0.412000	$43,830	$43,830	$180.58

J2	LAREDO COLLEGE	0.327103	$43,830	$43,830	$143.37
S1	LAREDO ISD	1.466500	$43,830	$43,830	$642.76
	Total Tax Rate:	2.839603			
				Taxes w/Current Exemptions:	$1,244.59
				Taxes w/o Exemptions:	$1,244.60

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	W_REG2	WESTERN DIVISION	0.1993	8680.00	69.40	125.00	$43,830	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	$0	$43,830	0	43,830	$0	$43,830
2018	$0	$43,830	0	43,830	$0	$43,830
2017	$0	$41,660	0	41,660	$0	$41,660
2016	$0	$41,660	0	41,660	$0	$41,660
2015	$0	$41,660	0	41,660	$0	$41,660
2014	$0	$41,660	0	41,660	$0	$41,660
2013	$0	$41,660	0	41,660	$0	$41,660
2012	$0	$41,660	0	41,660	$0	$41,660
2011	$11,430	$41,660	0	53,090	$0	$53,090
2010	$11,430	$41,660	0	53,090	$0	$53,090

Deed History - (Last 10 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number

Tax Due

Property Tax Information as of 07/25/2019

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 718-4091

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City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Initiated By: Victor J. Linares, P.E.; Acting Building Director
Staff Source: Victor J. Linares, P.E.; Acting Building Director

SUBJECT

2019-R-108 Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Raul Santos for a proposed project located at 2803 Corpus Christi St, Lot 1 & 2; Block 1703, eastern division that consists of new construction, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a ten (10) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of $126,685.00, estimated annual tax abatement total of $803.18 and estimated total fee waivers of $6,121.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

PREVIOUS COUNCIL ACTION

Designing and Creating a Neighborhood Empowerment Zone One within the City of Laredo, and making the necessary findings of public benefit and public purpose to support the creation of the zone in districts III and VIII for the downtown and heights area in the City of Laredo for the purpose of development

BACKGROUND

The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

RAUL SANTOS has proposed a new project located at 2803 CORPUS CHRISTI ST. The project will REHABILITATION a NEW CONSTRUCTION on the property. The estimated capital investment of the project is $126,685.00. The project is located within the NEZ District 1 and meets the zoning requirements as established by the NEZ criteria.

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff **recommends** that City Council approve this resolution.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The project has an estimated capital investment total of $126,685.00, estimated annual tax abatement total of $803.18 and estimated total fee waivers of $6,121.00.

Attachments

RESOLUTION
application
deed
cost estimate
construction plans
supporting documents

COUNCIL COMMUNICATION

DATE: 8/05/2019	**SUBJECT: RESOLUTION NO. 2019-R-108** **AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND RAUL SANTOS FOR A PROPOSED PROJECT LOCATED AT 2803 CORPUS CHRISTI ST, LOT 1 & 2; BLOCK 1703;EASTERN DIVISION THAT CONSISTS OF NEW CONSTRUCTION, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ). THIS AGREEMENT WILL BE FOR A TEN (10) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF $126,685.00, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF $803.18 AND ESTIMATED TOTAL FEE WAIVERS OF $6,121.00. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.**

INITIATED BY: Robert A. Eads Interim Co-City Manager	**STAFF SOURCE:** Victor J. Linares, P.E. Acting Director Building Development Services Department

PREVIOUS COUNCIL ACTION:
Designing and Creating a Neighborhood Empowerment Zone One within the City of Laredo, and making the necessary findings of public benefit and public purpose to support the creation of the zone in districts III and VIII for the downtown and heights area in the City of Laredo for the purpose of development.

BACKGROUND:
The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

RAUL SANTOS has proposed a new project located at 2803 CORPUS CHRISTI ST. The project will REHABILITATION a NEW CONSTRUCTION on the property. The estimated capital investment of the project is $126,685.00. The project is located within the NEZ District 1 and meets the zoning requirements as established by the NEZ criteria.

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees.

FINANCIAL IMPACT:
Based on the above representations the estimated fee waivers by the City of Laredo will approximately total: $6,121.00and estimated TEN (10) year total tax abatement is anticipated to be $ 8,031.80

COMMITTEE RECOMMENDATION: **N/A**	**STAFF RECOMMENDATION**: Staff **recommends** that City Council approve this resolution.

RESOLUTION NO. 2019-R-108

AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND RAUL SANTOS FOR A PROPOSED PROJECT LOCATED AT 2803 CORPUS CHRISTI ST**, LOT 1 & 2; BLOCK 1703**;EASTERN DIVISION **THAT CONSISTS OF NEW** CONSTRUCTION**, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ). THIS AGREEMENT WILL BE FOR A TEN (10) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF $126,685.00, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF $803.18 AND ESTIMATED TOTAL FEE WAIVERS OF $6,121.00. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.**

WHEREAS, the City of Laredo has previously approved Resolution No. 2013-R-023, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

WHEREAS, RAUL SANTOS is proposing a project located at 2803 CORPUS CHRISTI ST, LOT 1 & 2; BLOCK 1703;EASTERN DIVISION, located within the NEZ District 1, that meets the required criteria;

WHEREAS, the project is eligible for fee waivers and tax abatement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laredo that:

The project located at 2803 CORPUS CHRISTI ST is hereby approved for fee waivers which will approximately total $6,121.00 and tax abatement which will approximately total $803.18 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this ____ day of _____, 2019.

BY: _____

PETE SAENZ, JR

MAYOR

ATTEST:

_____

JOSE A. VALDEZ, JR

CITY SECRETARY

APPROVED AS TO FORM:

_____

BY: KRISTINA LAUREL HALE

CITY ATTORNEY

TAX ABATEMENT AND INCENTIVE AGREEMENT
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE

This Agreement is made and entered into by and between RAUL SANTOS, duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the "City"), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto.

RECITALS

WHEREAS, the City of Laredo pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the "Neighborhood Empowerment Zone," has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and other incentives;

WHEREAS, RAUL SANTOS is the owner of the land located within said Neighborhood Empowerment Zone and described as 2803 CORPUS CHRISTI ST, ("Property") which exhibit is incorporated herein by reference for all purposes; and

WHEREAS, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and RAUL SANTOS have this day entered into the following contract and agreement:

I. TERM

This agreement shall be for a period of TEN (10) years becoming effective on January 1st of the year following the year in which a Certificate of Occupancy is issued.

II. OWNER COVENANTS

A. Project

RAUL SANTOS shall cause to be NEW CONSTRUCTION a new project located at 2803 CORPUS CHRISTI ST, LOT 1 & 2; BLOCK 1703;EASTERN DIVISION, that consists of a NEW CONSTRUCTION with an estimated value of at least $126,685.00. RAUL SANTOS agrees to limit the use of the property described herein for said COMMERCIAL development use as that term is defined in the Zoning Ordinance of the City of Laredo.

B. Completion Date

RAUL SANTOS certifies that the COMMERCIAL project construction will be completed within one year from issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond RAUL SANTOS's reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

C. Use of Property

RAUL SANTOS covenants that the project shall be NEW CONSTRUCTION in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as a COMMERCIAL development.

III. TAX ABATEMENT

Subject to and in accordance with this Agreement, the City hereby grants to RAUL SANTOS a real property tax abatement of City of Laredo imposed taxes on the Property for a period of TEN (10) years. The total estimated amount of the Abatement granted under this Agreement shall be approximately $8,031.80. The total certified Base Value for year 2019 as determined by the Webb County Appraisal District is $147,320.00

IV. WAIVER OF PERMIT FEES

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately $6,121.00.

V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS

A. Inspection of Property

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to RAUL SANTOS the City shall have and RAUL SANTOS shall provide access to the Property in order for the City to inspect the Property and evaluate the required improvements to ensure compliance with the terms and conditions of this Agreement. RAUL SANTOS shall cooperate fully with the City during any such inspection and/or evaluation.

B. Certification

RAUL SANTOS shall certify annually to the City that it is in compliance with each applicable tem of this Agreement. The City shall have the right to audit the Property. RAUL SANTOS shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

VI. DEFAULT AND RECAPTURE

RAUL SANTOS shall be in default of this Agreement if RAUL SANTOS for any reason fails to substantially comply with the development of the property, discontinues the COMMERCIAL development operations as required by the terms of this Agreement, or if any representation made by RAUL SANTOS is false or misleading in any material aspect. Termination of this Agreement may be effected if default is not cured within sixty (60) days after written notice by the City to RAUL SANTOS. If the City terminates this Agreement as a result of default by RAUL SANTOS, the tax abatement shall be immediately abolished and the City shall have the right to recapture the amount of all previously waived permit and inspection fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to RAUL SANTOS, and RAUL SANTOS hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if RAUL SANTOS fails to timely pay the bill. Nothing in this Agreement shall preclude RAUL SANTOS from disputing the bill.

VII. TERMINATION AT WILL

If the City and RAUL SANTOS mutually determine that the development or use of the Property is longer appropriate or feasible, or that a better use is preferable, the City and RAUL SANTOS may terminate this Agreement in writing signed by both parties. In this event, if the Term has commenced, the Term shall

expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

VIII. VENUE AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City of Laredo. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

IX. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

X. BINDING EFFECT

This agreement shall insure to the benefit of and be binding upon the City and RAUL SANTOS and their affiliated, subsidiaries, successors and assigns.

Executed this the day of _____, 2019, by City of Laredo.

BY: _____

Rosario Cabello, Interim Co-City Manager

BY: _____

Robert A. Eads, Interim Co-City Manager

ATTEST:

_____

JOSE A. VALDEZ, JR

City Secretary

APPROVED AS TO FORM:

Kristina Laurel Hale

City Attorney

_____

Executed this the day of _____, 2019, by RAUL SANTOS

BY: _____

Name: _____

Title: _____

BY: _____

Name: _____

Title: _____

CITY OF LAREDO
NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) PROGRAM

PROJECT CERTIFICATION APPLICATION

I. Application Checklist – please submit the following documentation

- ☑ A completed application form
- ☑ **Non Refundable Application fee** – For basic incentives application **excluding** Tax Abatement, the application fee is $100.00. For multi-family, commercial, industrial, commercial facilities, and mixed-use tax abatement application; 0.5% of the total Capital Investment of the project, with a $150.00 minimum and not to exceed $1,000.00; for residential **tax abatement** applications: $100.00 per house.
- ☑ Proof of ownership, such as a warranty deed, affidavit of heirship, or a probated will **OR** evidence of site control, such as option to buy (**A registered warranty deed is required for a tax abatement application)**
- ☑ A reduced 11 x 17 floor plan, site plan, and site elevation with a written detailed project description that includes a baseline performance standard and a construction time
- ☑ A detailed line item budget showing the cost breakdown for the project

Incomplete applications will not be processed for certification until all required documents shown in the above checklist are submitted within 30 days after the application is received.

You must apply for tax abatement before any building permits are issued for your property and before any improvements are made to your property. It takes 30-60 business days to complete the Tax Abatement Agreement approval process after the issuance of the NEZ Certification depending on the complexity of your project. All building permits must be pulled within the 12 month period that certification was approved, or within 12 month period that the tax abatement was approved or you will be required to re-apply for NEZ incentives.

II. Applicant/Agent Information

1. **Applicant:** 801 Mustangs INC.
2. **Contact Person:** Raul Santos
3. **Address:** 1718 Reynolds St. Laredo, Texas 78043
   Street **City** **State** **Zip**
4. **Phone Number:** (956) 645-5767
5. **Fax No.:** (956) 722-5332
6. **E-Mail:** NEXXT@Netscape.NET
7. **Agent (if any):** Raul Santos

8. **Address:** 1718 Reynolds St. Laredo TEXAS 78043
Street **City** **State** **Zip**

9. **Phone No.:** (956) 645-5767

10. **Fax No.:** (956) 722-5332

11. **E-Mail:** NEXXT@Netscorp.net

PROJECT ELIGIBILITY

1. **Please list down the addresses and legal descriptions of the project. Attach metes and bounds description if no address or legal description is available. Attach a map showing the location of the project.**

Table 1 Property Ownership

Address (Project Location)	Zip Code	Subdivision Name	Lot No.	Block No.
2803 Corpus Christi	78043	EASTERN	1+2	1703

2. **For each property listed in Table 1, please check the boxes below to indicate if:**

- ☐ There are taxes past due or:
- ☐ There are City liens; or
- ☐ You (meaning the applicant, developer, associates, agents, principals) have been subject to a Order of Demolition where the property was demolished within the last 5 years.

Table 2 Property Taxes and Liens

Address	Property Taxes Due	Weed Liens	Board-up/Open Structure Liens	Demolition Liens	Paving Liens	Order of Demolition
	☐	☐	☐	☐	☐	☐
NONE	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐

(Please see attached sheets of paper as needed.)

If there are taxes due or liens against any property in the City of Laredo you <u>may not</u> be eligible for NEZ incentives.

3. **Does the proposed project conform with City of Laredo zoning?** ☑ **Yes** ☐ **No**

If no, what steps are being taken to ensure compliance?

4.

Project Type:	☐ SingleFamily	☐ Multi- Family	☑ Commercial	☐ Industrial	☐ Community Facilities	☐ Mixed-Use

☐ Owner Occupied
☑ Rental Property

5. **Please describe the proposed residential or commercial project and provide 11 x 17 drawing:** OFFICE RETAIL

6. **If your project is commercial, industrial, or mixed-use project, please describe the types of business that is being proposed:** Office Retail COMMERCIAL

7. **Is this new construction or rehabilitation project?** ☑ **New Construction** ☐ **Rehabilitation**

8. **How much is the total development cost of your project?** # 124,685.00 X.5% 633.43

9. **Will the eligible rehabilitation work equal to at least 20% of the Webb County Appraisal District (WEEBCAD) assessed value of the structure during the year rehabilitation occurs?** ☐ **Yes** ☐ **No**

- Eligible rehabilitation includes only physical improvements to real property. It does NOT include: Front yard fencing consisting of chain-link or solid material construction; personal property such as furniture, equipment, and/or supplies. Total eligible rehabilitation costs shall equal to 20% of WEEBCAD appraised value of the structure during the year rehabilitation occurs.

10. **How much is the total square footage of your project?** 1,009 **sq. ft.**

11. **<u>For a single family homeownership, mixed-use, or multi-family development project</u>, please fill out the number of residential units.**

Table 3 Number of Residential Units

Number of Unites	Percentage
None	

12. **<u>For a commercial, industrial, or community facilities project</u>, indicate square footage of non-residential space.**

Commercial	Industrial	Community Facilities
1009		

13. What is your Capital Investment*for this project? Please use the following table to provide the detail and amount of your Capital Investment (Attached additional sheets if necessary).**

Table 4 Itemized Budget of the Project

Item	Amount	Notes
ATTACHED		
TOTAL		

***Capital investment includes only real property improvements such as new facilities and structures, site improvements, facility expansion, and facility modernization. Capital Investment DOES NOT include land acquisition costs and/or any existing improvements, or personal property (such as machinery, equipment, and/or supplies or inventory).

14. For a mixed-use project, please indicate the percentage of all uses in the project in the following table.

Table 5 Percentages of uses in a Mixed Use Project

Type	Square Footage	Percentage
None		
TOTAL		

III. INCENTIVES - What incentives are you applying for?

Municipal Property Tax Abatements

- ☑ 5 years
- ☑ More than 5 years
- ☐ Apartments
- ☐ Residential Owner Occupied
- ☐ Residential Rental Property
- ☑ Commercial

Development Fee Waivers

- ☑ All building permit related fees
  - Building, Plumbing, Electrical, and Mechanical Permit Fees
  - Plans Review Fee
  - Fire Inspection
- ☐ Plat application fee (including concept plan, preliminary plat, final plat, short form replat)
- ☐ Zoning application fee
- ☐ Floodplain Fees
- ☐ Demolition Fees
- ☐ Right of Way (curb, street cut) Fees
- ☐ Sprinkler System fees
- ☐ Waste Permit fees (meter)

IV. ACKNOWLEDGMENTS

I hereby certify that the information provided is true and accurate to the best of my knowledge.

I understand that the approval of fee waivers and other incentives shall not be deemed to be approval of any aspect of the project and that the application must be ratified by the City Council. I understand that I am responsible in obtaining required permits and inspections from the City and in ensuring the project is located in the correct zoning district.

Raul Santos — July 2, 2019

PRINTED OR TYPED NAME | AUTHORIZED SIGNATURE | DATE

Please mail or fax your application to:

Building Development Services Department

1120 San Bernardo, Laredo, Texas 78040

P: 956.794.1625 F: 956.795.2998

Electronic version of this form is available on the City of Laredo website. For more information on the NEZ program, please visit our website at ***www.cityoflaredo.com/building***

For Office Use Only

Application No._____ In which NEZ? _____ Council District _____

Application Completed Date: _____ Conform with Zoning? ☐ Yes ☐ No

Type: ☐ Single Family ☐ Multi-Family ☐ Commercial ☐ Industrial

☐ Community Facilities ☐ Mixed Use

Construction Completion Date: ☐ before NEZ ☐ after NEZ

Ownership/Site Control ☐ Yes ☐ No

WEBBCAD Account No. _____ Consistent with the NEZ plan? ☐ Yes ☐ No

Minimum Capital Investment? ☐ Yes ☐ No

Rehabilitation at or higher than 20%? ☐ Yes ☐ No Meet Mixed-Use Definition ☐ Yes ☐ No

Tax current on this property? ☐ Yes ☐ No City liens on this property? ☐ Yes ☐ No

Tax Current on other properties ☐ Yes ☐ No City liens other properties? ☐ Yes ☐ No

	This Property		Other Properties	
Weed Liens	☐ Yes	☐ No	☐ Yes	☐ No
Board-up/open structure liens	☐ Yes	☐ No	☐ Yes	☐ No
Demolition liens	☐ Yes	☐ No	☐ Yes	☐ No
Paving liens	☐ Yes	☐ No	☐ Yes	☐ No
Order of Demolition	☐ Yes	☐ No	☐ Yes	☐ No

Certified? ☐ Yes ☐ No Date certification issued? _____

If not certified, reason _____

_____

Referred to:_____

REV 04-2013

CITY OF LAREDO

BUILDING DEVELOPMENT SERVICES DEPARTMENT

1120 San Bernardo Ave, Laredo, Texas, 78040 • Phone: 956.794.1625 • Fax: 956.795.2998

Building Permit Application

Job Address 2803 Corpus Christi				Permit Number 19-8311	
1	Lot H2	Block 1703	Subdivision EASTERN		
Owner 2 801 Gustavus, Inc.		Mailing Address 1718 Reynolds St Laredo Texas		Phone Number (956) 645-5767	
Contractor 3 Jose Cantu Laredo, Tx		Mailing Address 1718 Reynolds St Laredo, Texas 7804		Phone Number (956) 645-5767	
Architect or Designer 4		Mailing Address		License Number	
Engineer 5		Mailing Address		License Number	
Use of Building 6 Office Retail - Commercial					
7 Class of Work:	New	Addition	Alteration	Repair	Demolition / Remove
8 Describe Work: Office Retail Building. - Commercial Alteration					
9 Change Use From:					
Change Use To:					
10 Valuation of Work: $	+ 124,685.00	Plan Check Fee:		Permit Fee:	

Special Conditions:	Type of Construction	Occupancy Group	Division
	Size of Building (sq ft)	Number of Stories	Max Occupancy Load
Application Accepted by / Plans Check by / Approval for Issuance by	Fire Zone	Use Zone	Fire Sprinklers Required YES NO
	No of Dwelling Units	Off-street Parking Spaces COVERED UNCOVERED	

SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL AND PLUMBING WORK

I HEREBY CERTIFY THAT I HAVE READ AND EXIMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATION CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

Signature of Contractor or Authorized Agent — Date July 3, 2019

Signature of Owner (If Owner Builder) — Date July 3, 2019

ACCUMULATIONS OF BRICK, LUMBER AND OTHER DEBRIS SHALL BE DISPOSED OF IMMEDIATELY BY AND AT THE EXPENSE OF THE OWNER OR CONTRACTOR

The permit becomes null and void if work or construction authorized is not commenced within 6 months or if construction or work is suspended or abandoned for a period of 6 months at any time after work is commenced. The permit also expires after the period of 1 year from issuance.

Special Approvals	Required	Received	Not Required
Zoning Division			
Health Department			
Fire Department			
Soil Report			
Other (Specify)			

PERMIT AND RECEIPT: In consideration of the above application and the payment of $_____ permit fee (the receipt of which is hereby acknowledged) a permit is hereby granted for the above described improvement conditioned upon the terms and specifications set forth above, and this faithful observance of all the provisions of the City Building Code, and all other ordinances applicable to same.

Issued by:_____ Date:_____

Revised 04/2013

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WEBB §

THAT REYNALDO H. HERRERA (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN AND NO/100THS ($10.00) DOLLARS and other good and valuable consideration to the undersigned in hand paid to Grantor by 801 GUSTAVUS, INC. (hereinafter "Grantee"), whose mailing address is 1718 Reynolds St., Laredo, Texas 78043, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee of that one certain promissory note of even date herewith in the original principal sum of ONE HUNDRED EIGHTY THOUSAND AND NO/100^{THS} DOLLARS ($180,000.00), payable to the order of REYNALDO H. HERRERA, as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to Sigifredo Pérez, III, Trustee, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Grantee, the real property described as follows:

> Situated in Webb County, and being Lots Number One (1) and Two (2), in Block Number One Thousand Seven Hundred Three (1703), EASTERN DIVISION, situated in the City of Laredo, as per the E.G. Clingenpeel Replat of said block of record in Volume 1, Page 135, Webb County Plat Records.

together with any and all improvements located thereon;

DOC #1321647
Recorded 02/23/2018 01:27:24 PM

By: MARIO TREVINO, DEPUTY
MARGIE RAMIREZ IBARRA, COUNTY CLERK
Fees: $38.00

STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND AT THE TIME STAMPED HERON BY ME AND WAS DULY RECORDED IN THE VOLUME AND PAGE OF THE OFFICIAL PUBLIC RECORDS OF WEBB COUNTY TEXAS AS STAMPED HEREON BY ME

COUNTY CLERK
WEBB COUNTY, TEXAS

INSTRUMENT # 1327647
FILED 2-23-18

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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together with any and all improvements located thereon;

This conveyance is made and accepted subject to the following matters, reservations from, and exceptions to conveyance and warranty:

1. Any and all easements, rights of way, and prescriptive rights, whether of record or not; rights of adjoining owners in any fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments, or protrusions or any overlapping of improvements; all presently recorded restrictions, reservations, set back lines, plats, easements, covenants, conditions, oil and gas leases, mineral severances, royalty interests, and other instruments that are still in force and effect and affect the Property, and all building and zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that such matters are still in effect, relating to the hereinabove described Property, including but not limited to the following:

    a. Zoning Regulations designating Residential and Business Zone within the City of Laredo, as per Zoning Ordinance of the City of Laredo, passed on August 2, 1983, and amendments thereto.

2. Current taxes on the Property having been prorated the payment thereof, rollback and otherwise, and of all subsequent taxes on the Property is assumed by Grantee.

3. **OTHER THAN ANY EXPRESS WRITTEN WARRANTY PROVIDED BY GRANTOR TO GRANTEE, IF ANY, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT HEREIN), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER, WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY (AND IMPROVEMENTS), INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO**

THE PROPERTY AND IMPROVEMENTS; GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR AND GRANTEE ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION, GRANTEE, FOR ITSELF, AND ITS HEIRS, SUCCESSORS AND ASSIGNS FOREVER WAIVES ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR SOIL CONDITION ON THE PROPERTY. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" AND "WHERE IS" CONDITION AND BASIS AND WITH "ALL FAULTS."

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind Grantor and Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

But it is expressly agreed that the Vendor's Lien, as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this 16th day of February, 2018, but effective as of February 1, 2018.

GRANTOR(S):

REYNALDO H. HERRERA

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me this 16th day of February, 2018 by REYNALDO H. HERRERA.

Notary Public, State of Texas

LETICIA G. MARTINEZ
Notary Public, State of Texas
Comm. Expires 12-04-2018
Notary ID 556101-9

AGREED AND ACCEPTED:

801 GUSTAVUS, INC.

By:
Title: President
Name printed: Raul C. Santos, Jr.

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me this 16th day of February, 2018 by Raul C. Santos, Jr., President of 801 GUSTAVUS, INC, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

LETICIA G. MARTINEZ
Notary Public, State of Texas
Comm. Expires 12-04-2018
Notary ID 556101-9

ORDINANCE NO. 2018-O-094

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 1 AND 2, BLOCK 1703, EASTERN DIVISION, LOCATED AT 2803 CORPUS CHRISTI ST., FROM B-1 (LIMITED BUSINESS DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lots 1 and 2, Block 1703, Eastern Division, located at 2803 Corpus Christi St., from B-1 (Limited Business District) to B-3 (Community Business District) and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 17, 2018, and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on June 18, 2018, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended Lots 1 and 2, Block 1703, Eastern Division, located at 2803 Corpus Christi St., from B-1 (Limited Business District) to B-3 (Community Business District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 16 DAY OF July, 2018.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

CITY OF LAREDO, TEXAS

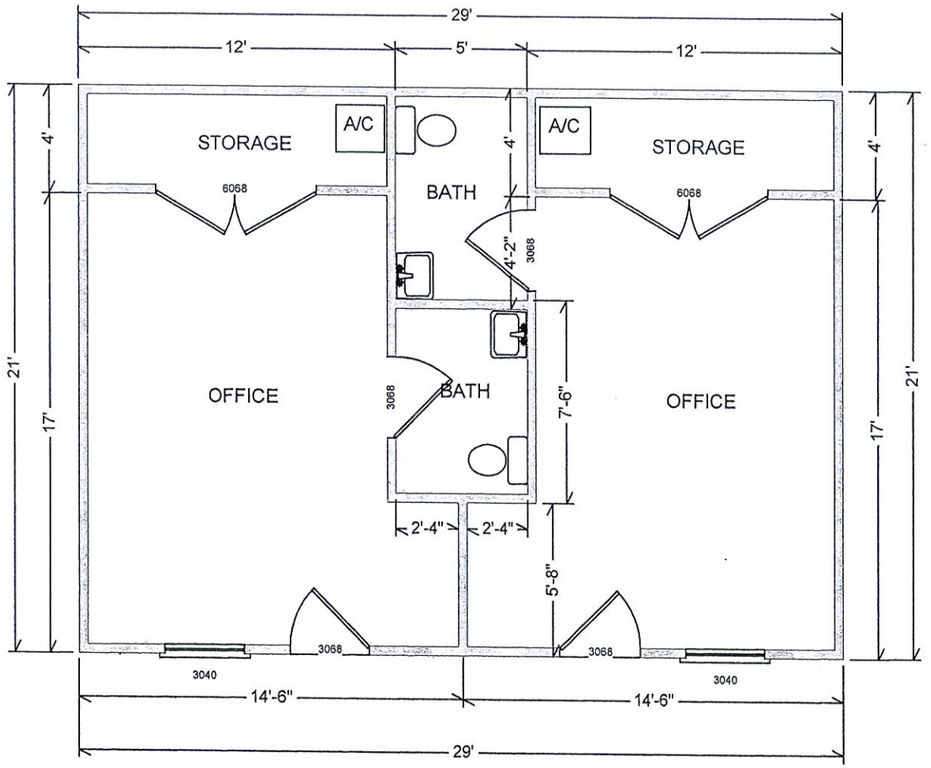
APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY

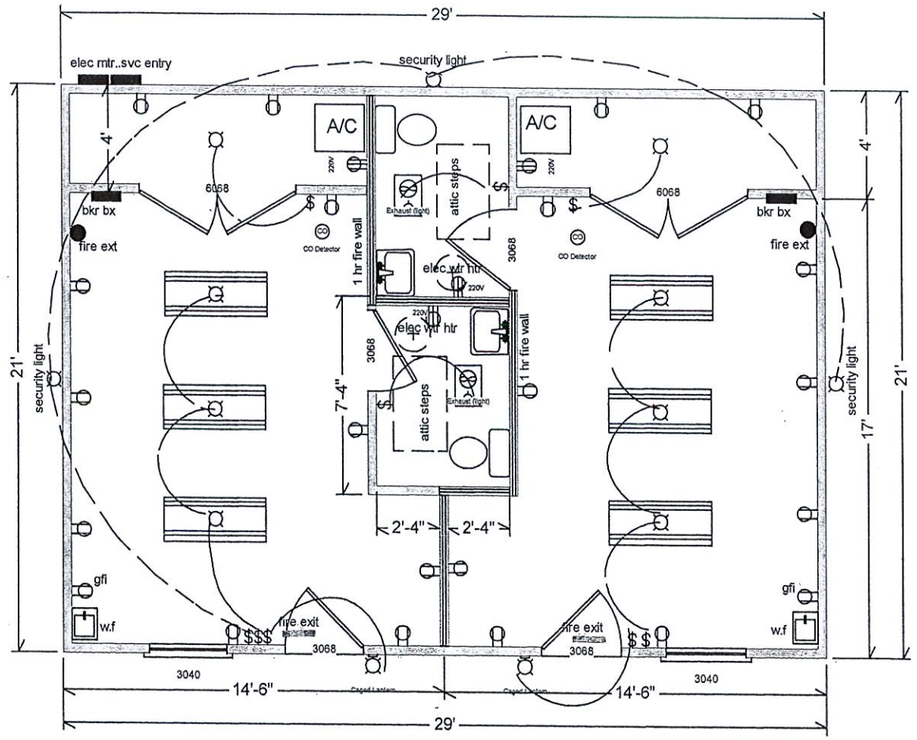
2803 CORPUS CHRISTI
BUDGETED CONSTRUCTION COSTS

RETAIL/OFFICE BUILDING 1,009 SQ. FT.
CONCRETE PARKING LOT 8,073 SQ. FT.

PERMITS	1, 250.00
SOIL TESTING	750.00
BLUE PRINTS	750.00
ENGINEERING SERVICE	500.00
PAD WORK	3, 500.00
TERMITE CONTROL	750.00
FOUNDATION	7, 750.00
PARKING LOT	38, 685.00
LUMBER	14, 500.00
FRAMING	5, 000.00
WINDOWS / DOORS	2, 500.00
ROOF	2, 500.00
CONCRETE SIDING	2, 500.00
A/C	7, 500.00
ALARM	1, 250.00
SHEETROCK/INSULATION	2,000.00
TRIM	1, 500.00
CABINETS	1, 000.00
FLOORING	2, 500.00
PLUMBING	8,750.00
ELECTRICAL	8, 500.00
LIGHT FIXTURES	1, 250.00
PAINTING	4, 500.00
LANDSCAPING	1, 250.00
INSURANCE	1, 500.00
MISC.	1, 500.00
O' BOY SERVICE	750.00
CLEAN-UP	1, 500.00
TOTAL	**$ 126, 685. 00**

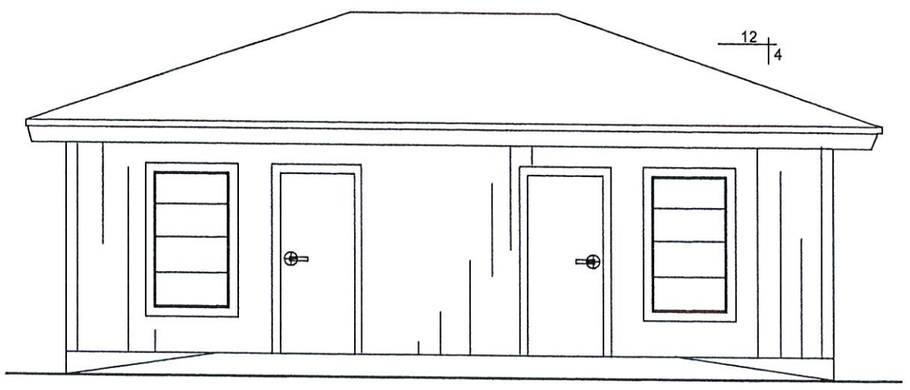


FLOOR PLAN

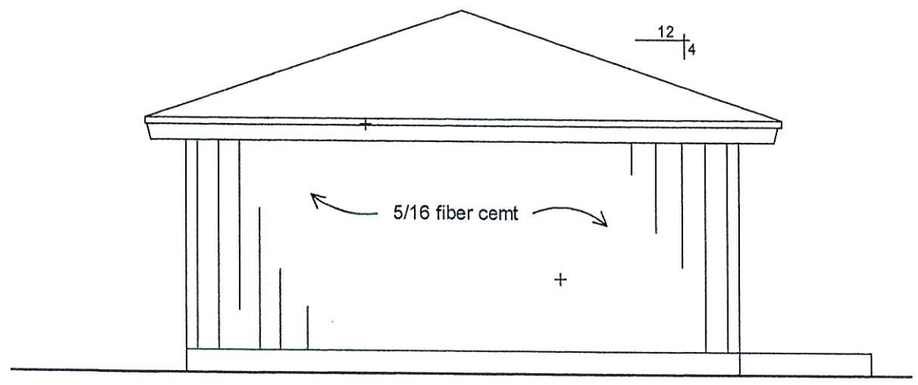


ELECTRICAL PLAN

3/16" = 1'-0"



FRONT (WEST) ELEVATION

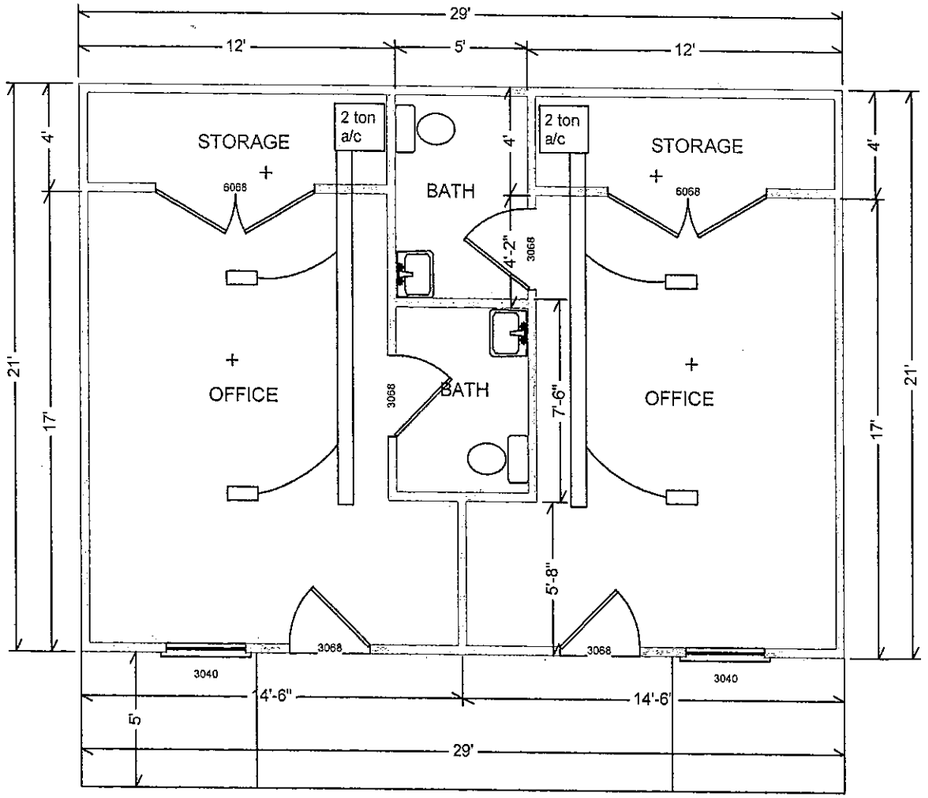


SOUTH ELEVATION

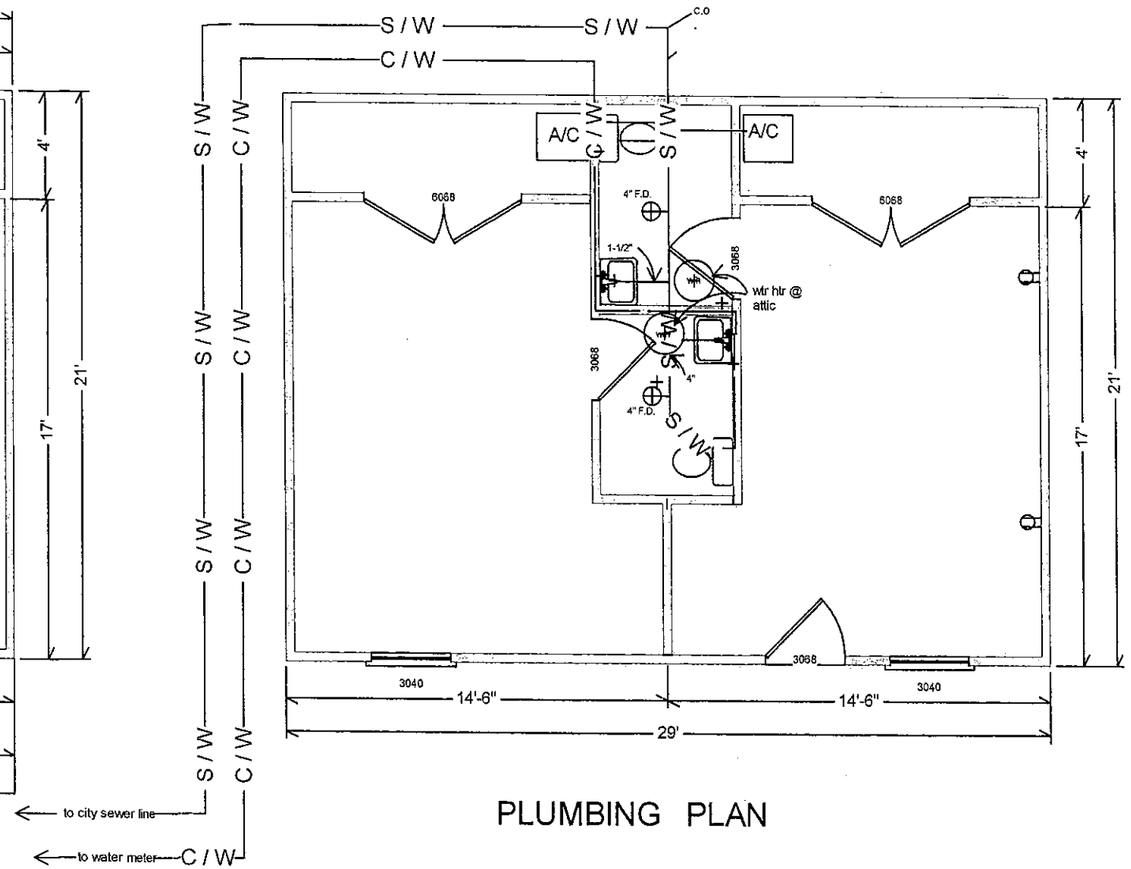
ALEX ARREGUIN
designer

OFFICE SPACES

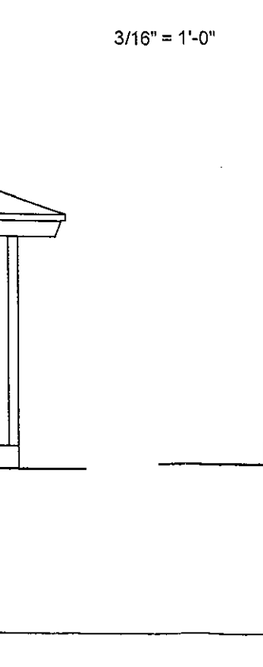
RAUL SANTOS



A/C PLAN



PLUMBING PLAN



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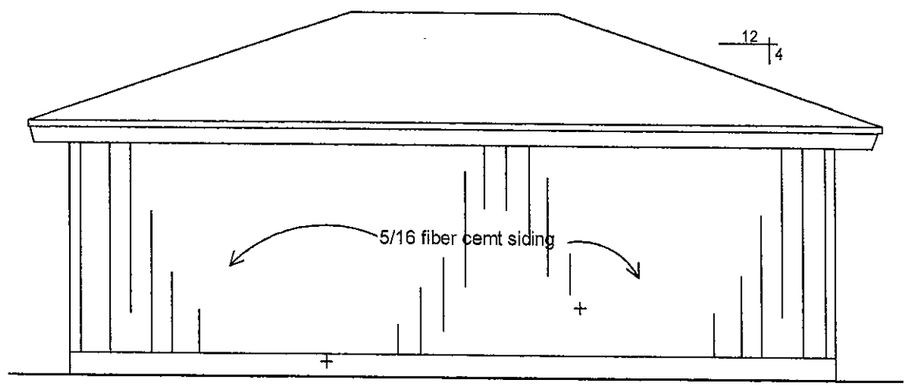
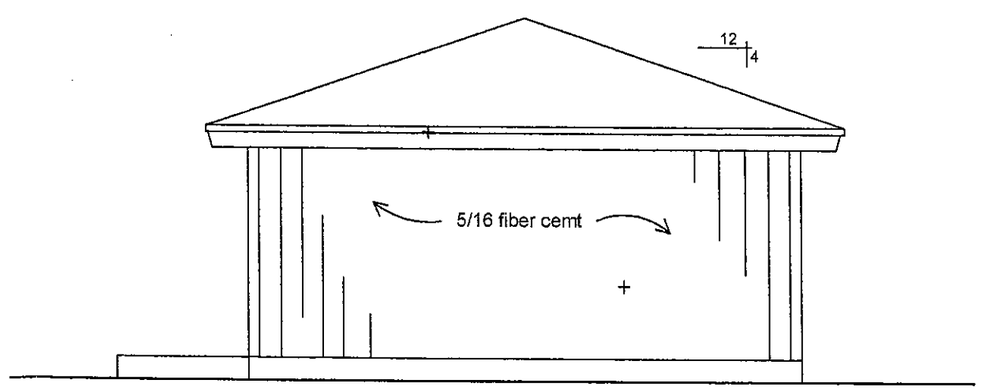


EAST ELEVATION



SOUTH ELEVATION

ALEX ARREGUIN
designer

OFFICE SPACES

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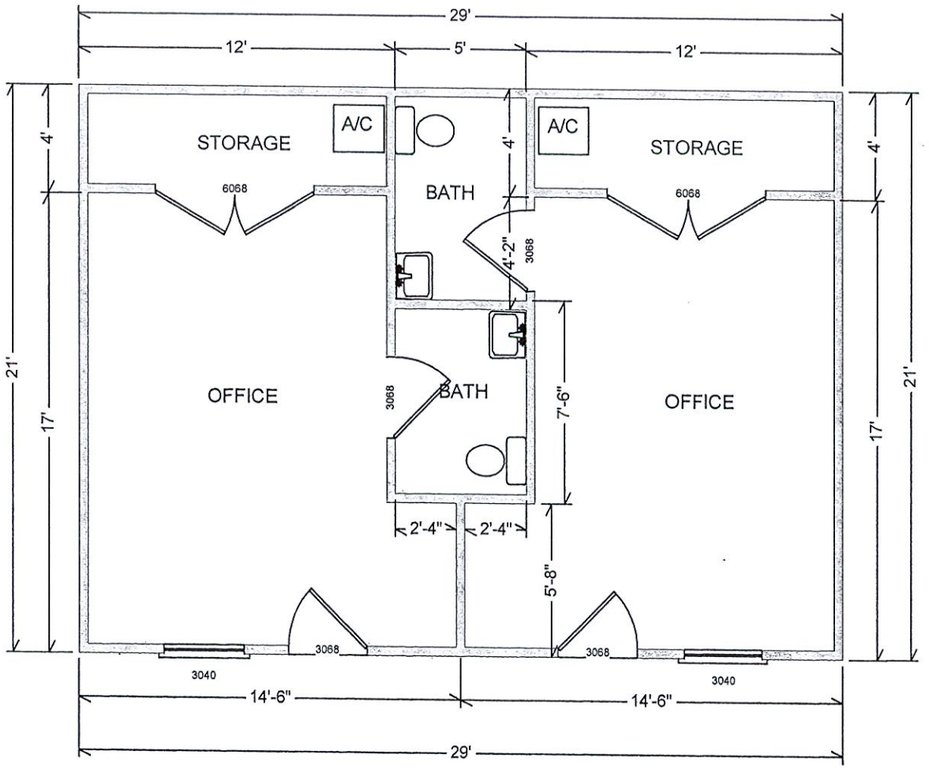
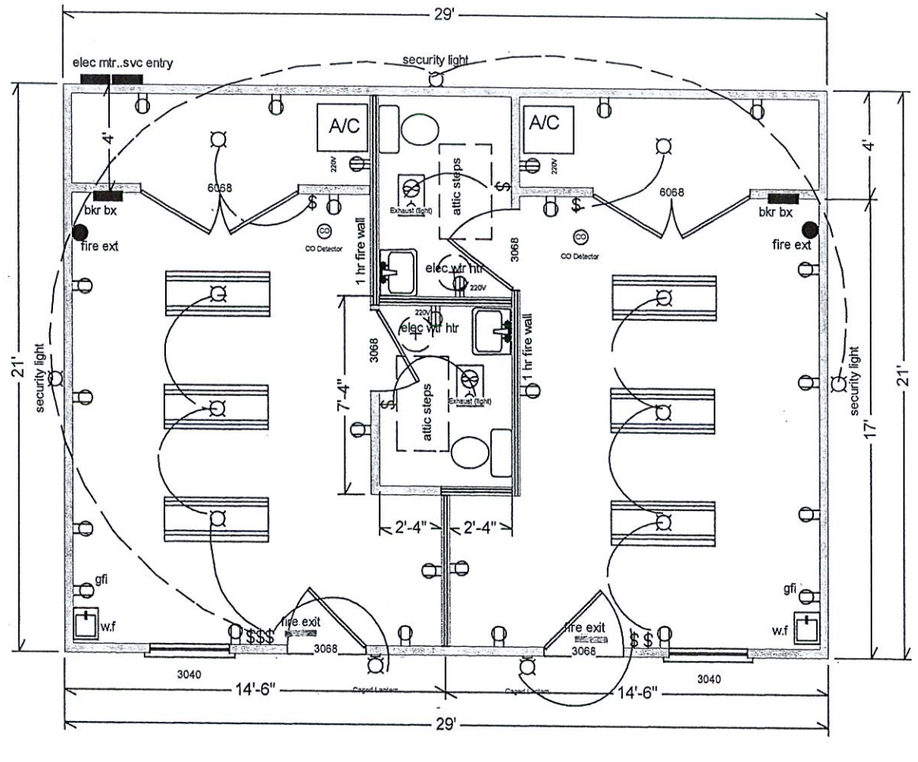
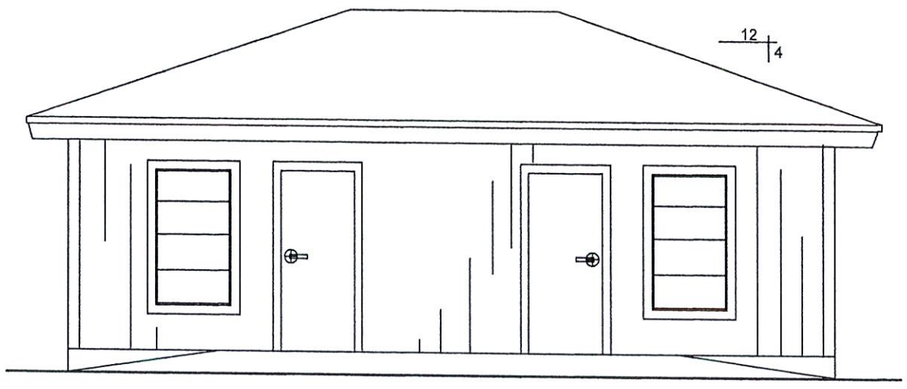


FLOOR PLAN

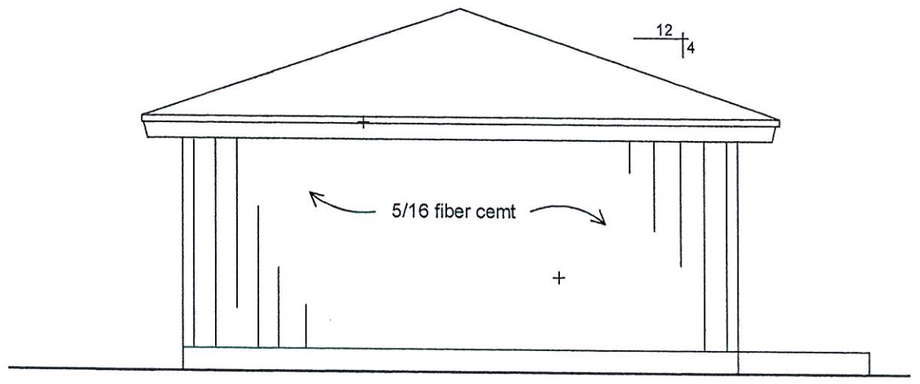


ELECTRICAL PLAN

3/16" = 1'-0"



FRONT (WEST) ELEVATION

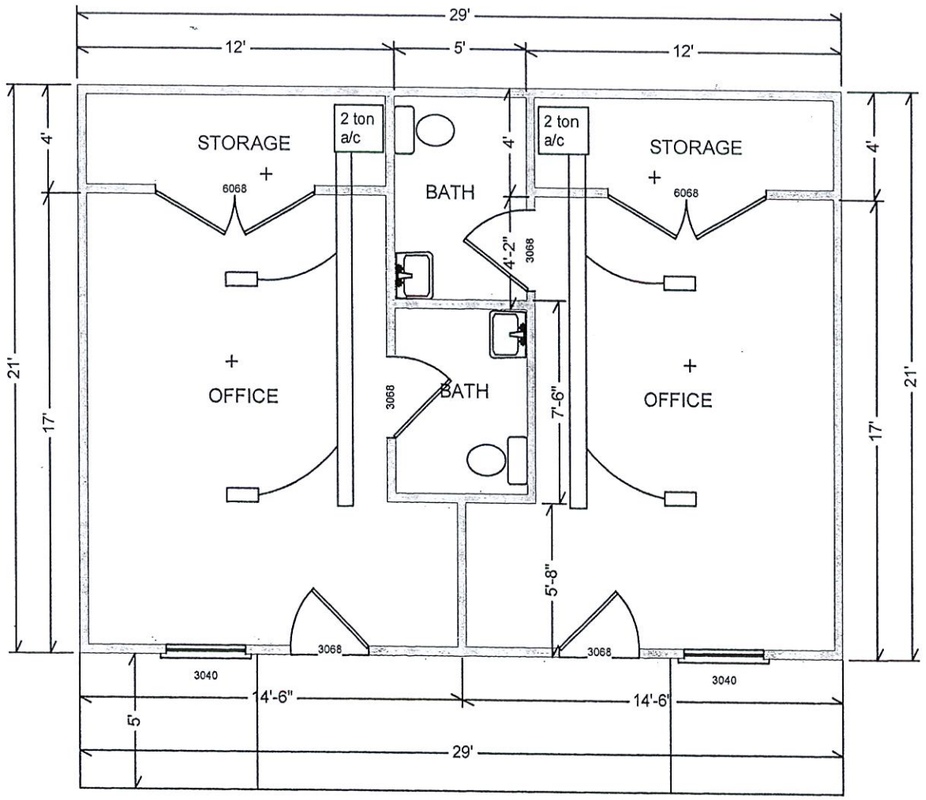


SOUTH ELEVATION

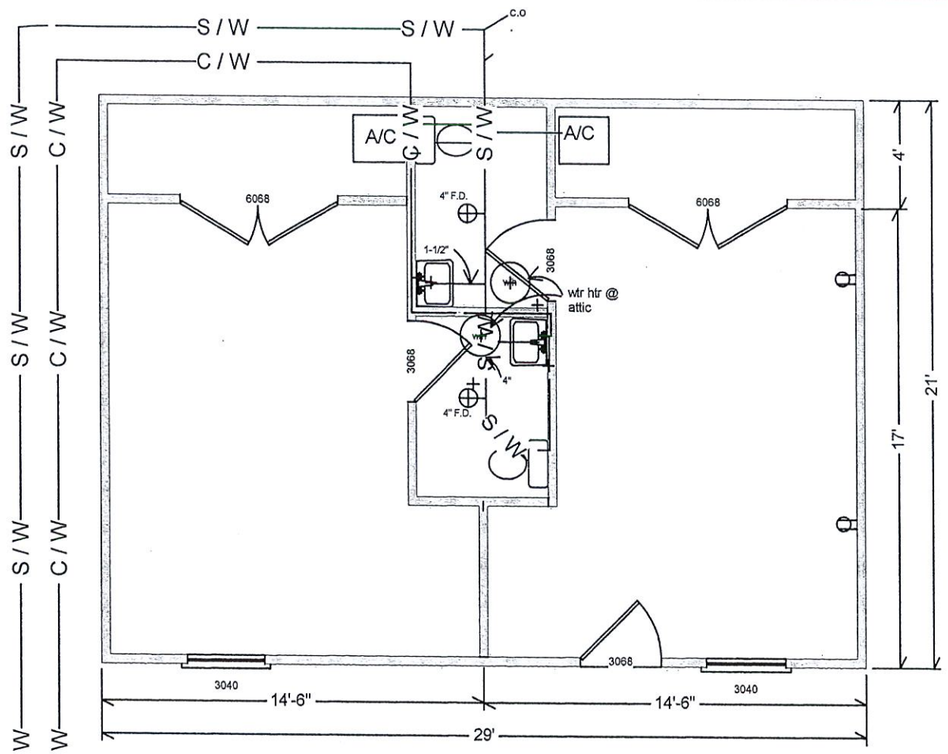
ALEX ARREGUIN
designer

OFFICE SPACES

RAUL SANTOS



A/C PLAN

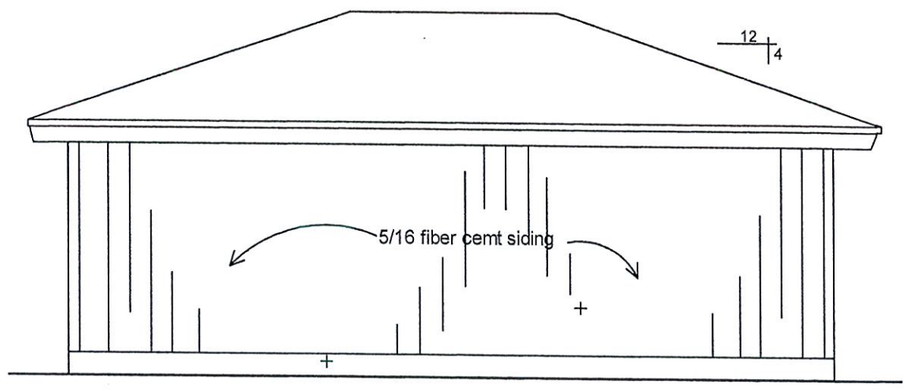


PLUMBING PLAN

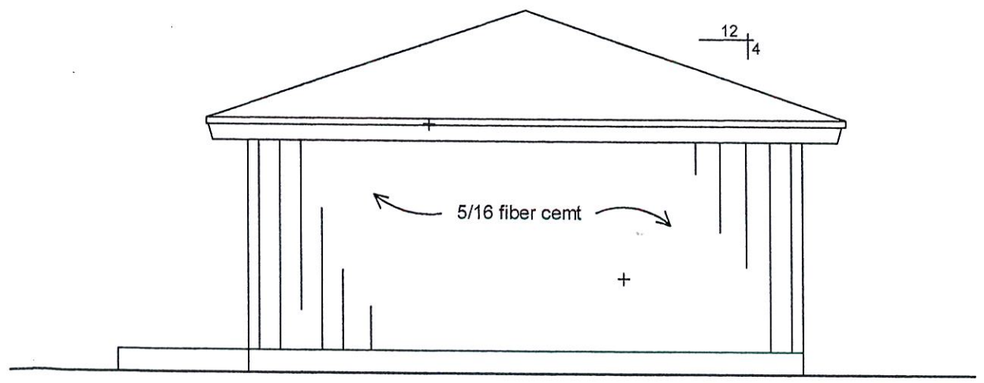
to city sewer line — S / W

to water meter — C / W

3/16" = 1'-0"



EAST ELEVATION

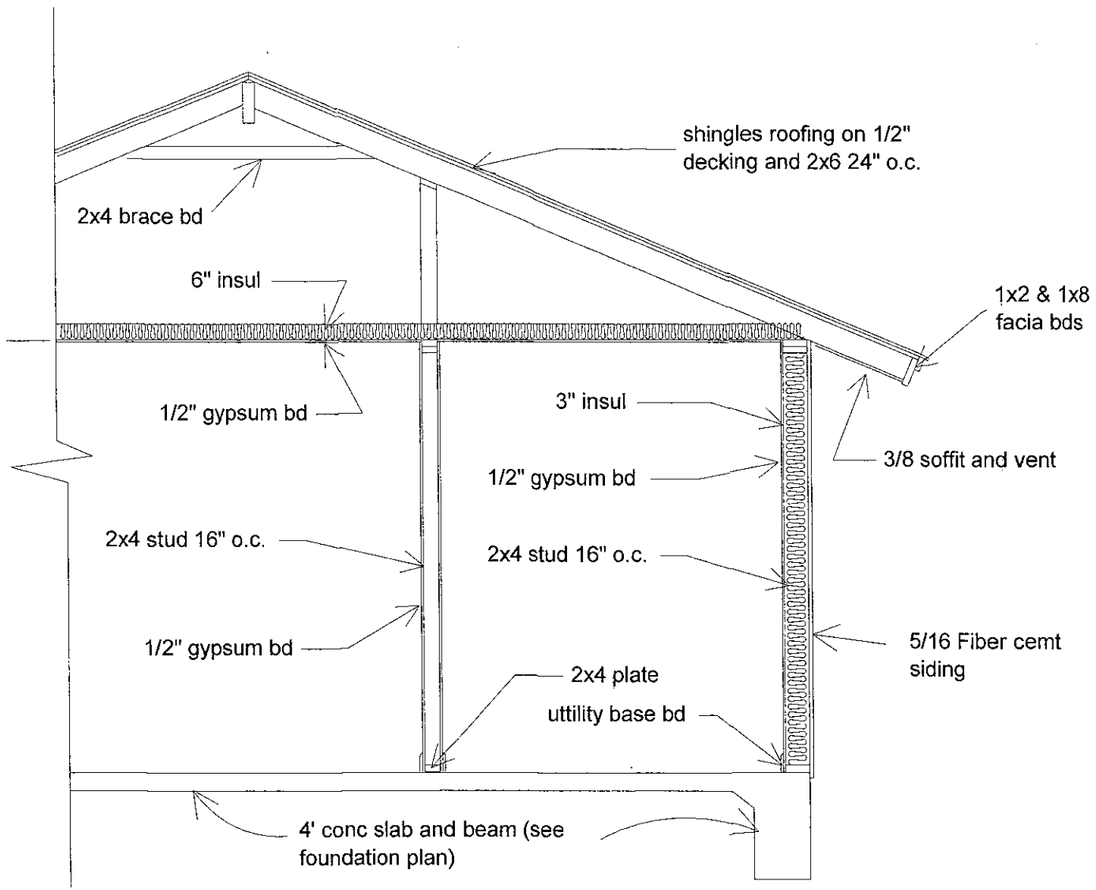


SOUTH ELEVATION

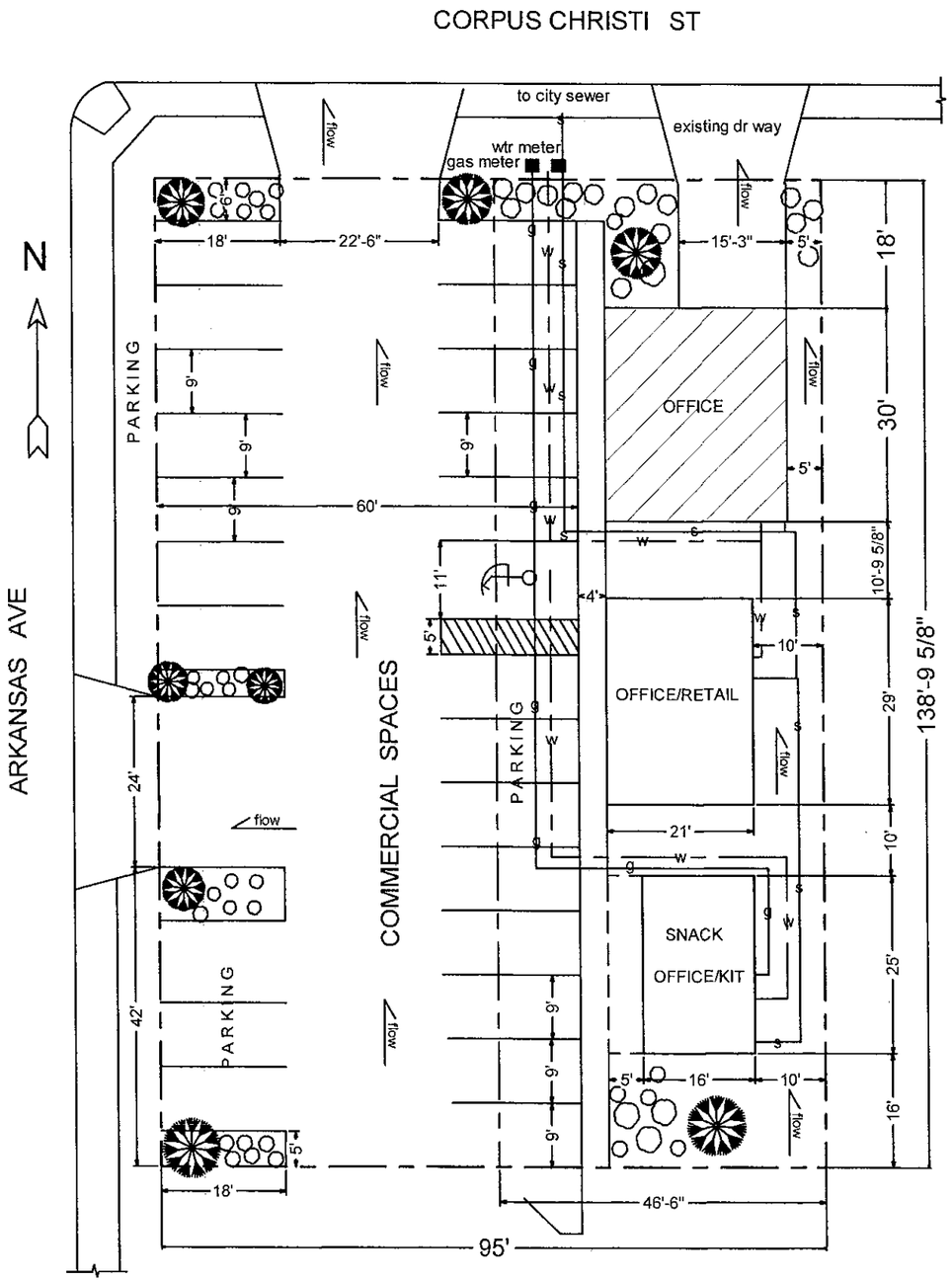
ALEX ARREGUIN
designer

OFFICE SPACES

RAUL SANTOS



FRAME DETAIL

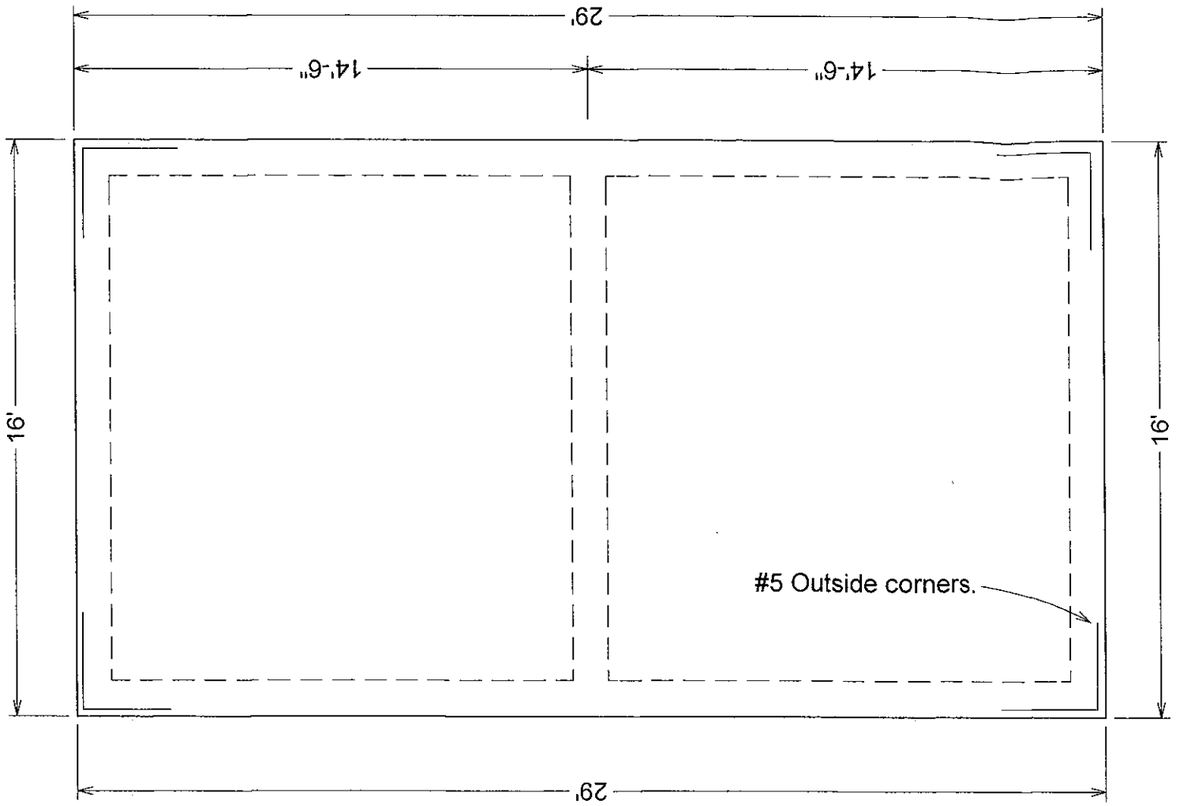


SITE PLAN 1' = 20--0"

ALEX ARREGUIN
designer

OFFICE SPACES

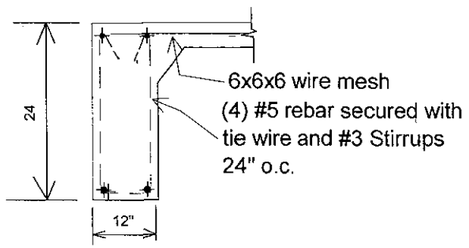
RAUL SANTOS



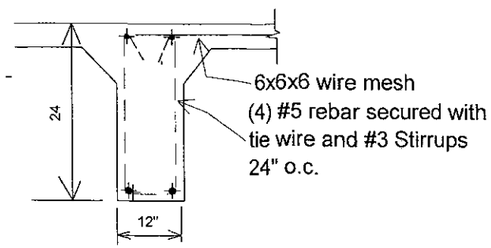
FOUNDATION PLAN

FOUNDATON NOTES:

4" conc slab reinforce with 6X6X6 wire mesh over plastic membrance and selected tamped dirt fill to include termite control treatment. Placement of #5 Outside corners.



(TYP) EXTR BEAM NO SCALE

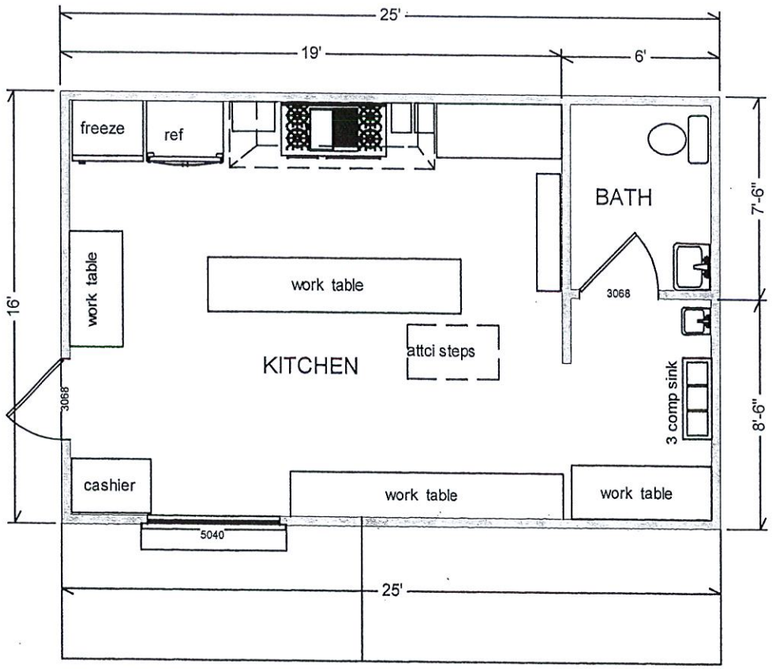


(TYP) EXTR BEAM NO SCALE

Alex Arreguin
Designer

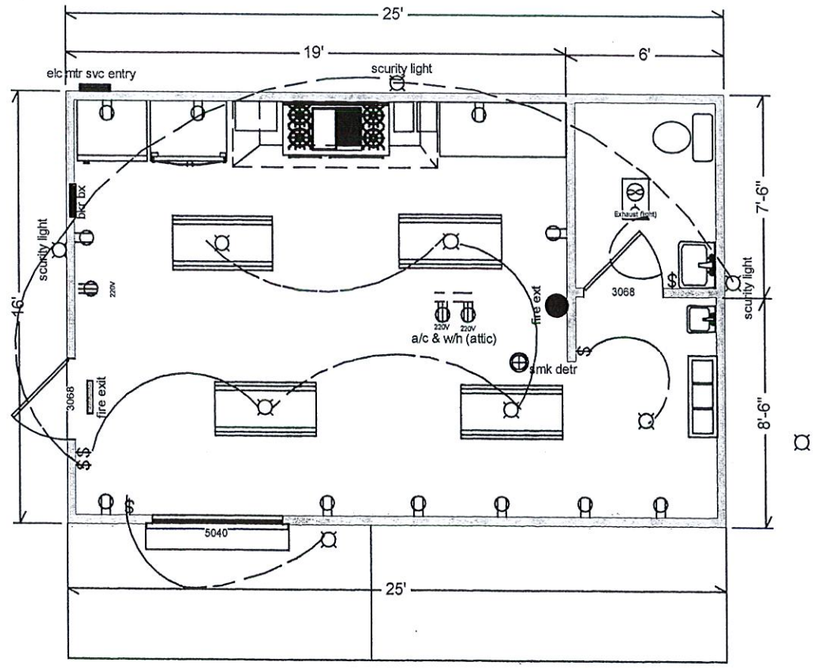
OFFICE SPACES

RAUL SANTOS

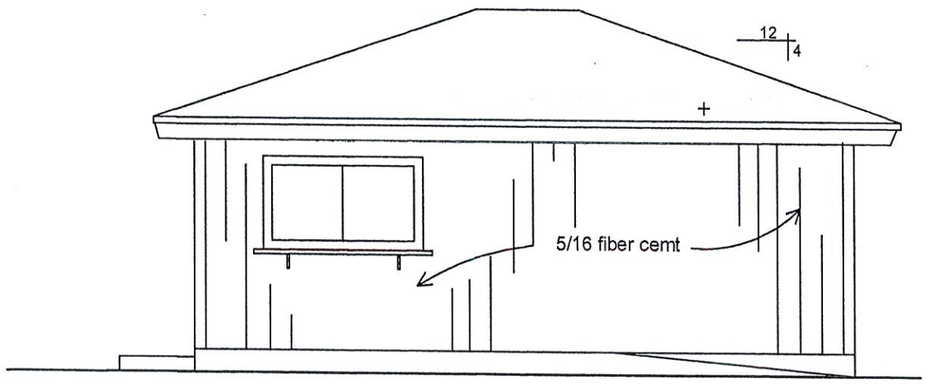


FLOOR PLAN

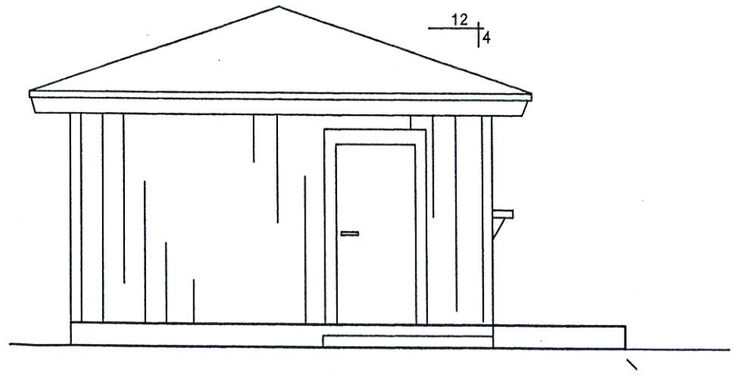
3/16" = 1'-0"



ELECTRICAL PLAN



FRONT (WEST) ELEVATION

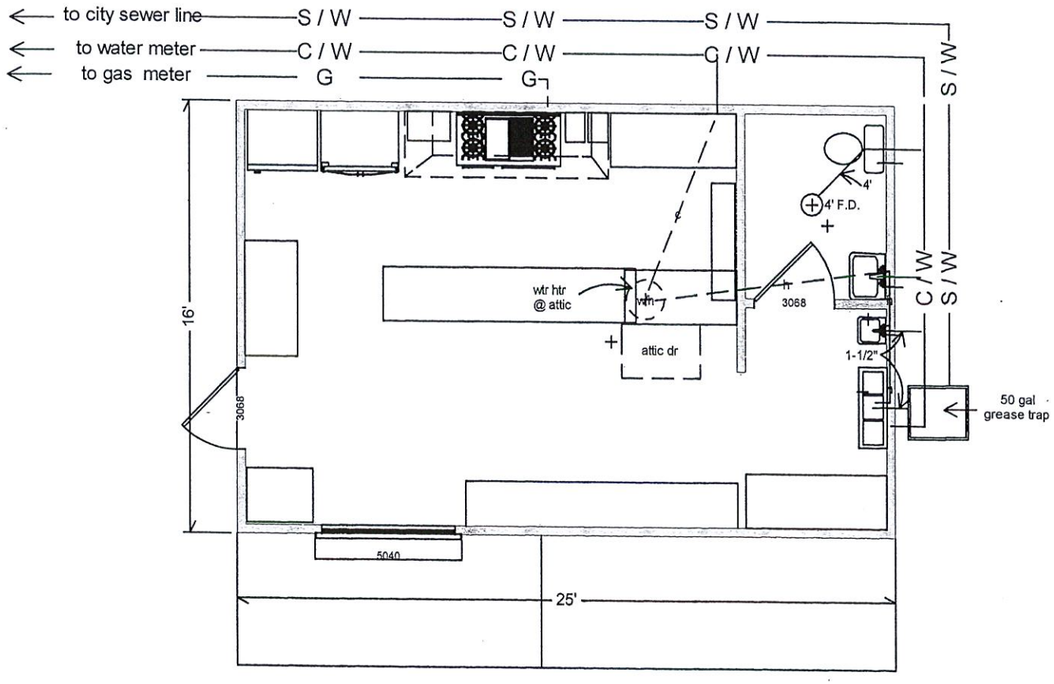


NORTH ELEVATION

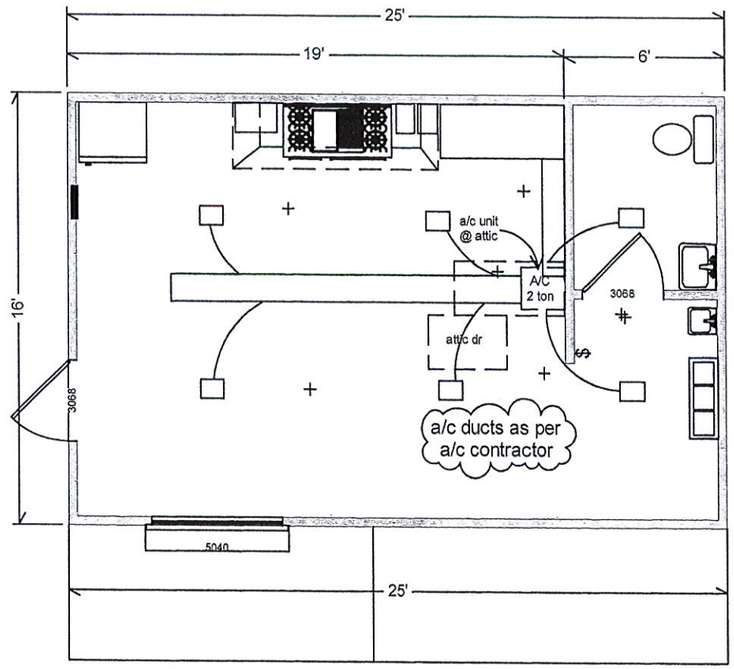
ALEX ARREGUIN
designer

OFFICE SPACES

RAUL SANTOS

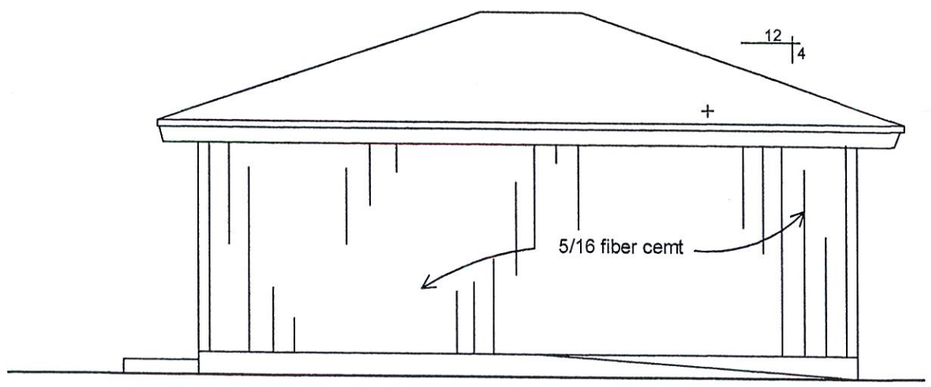


PLUMBING PLAN

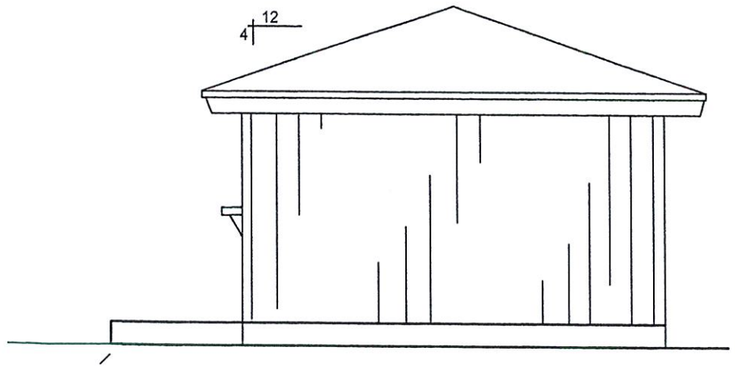


A/C PLAN

3/16" = 1'-0"



EAST ELEVATION

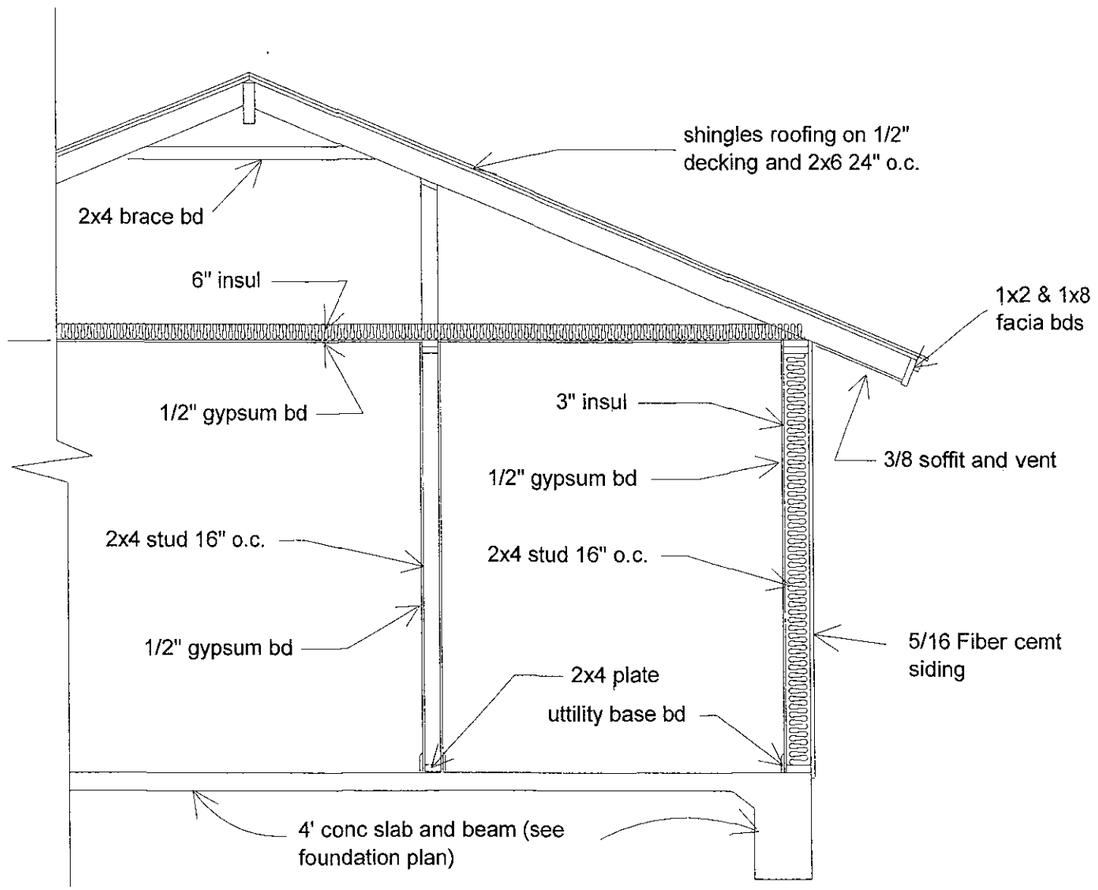


SOUTH ELEVATION

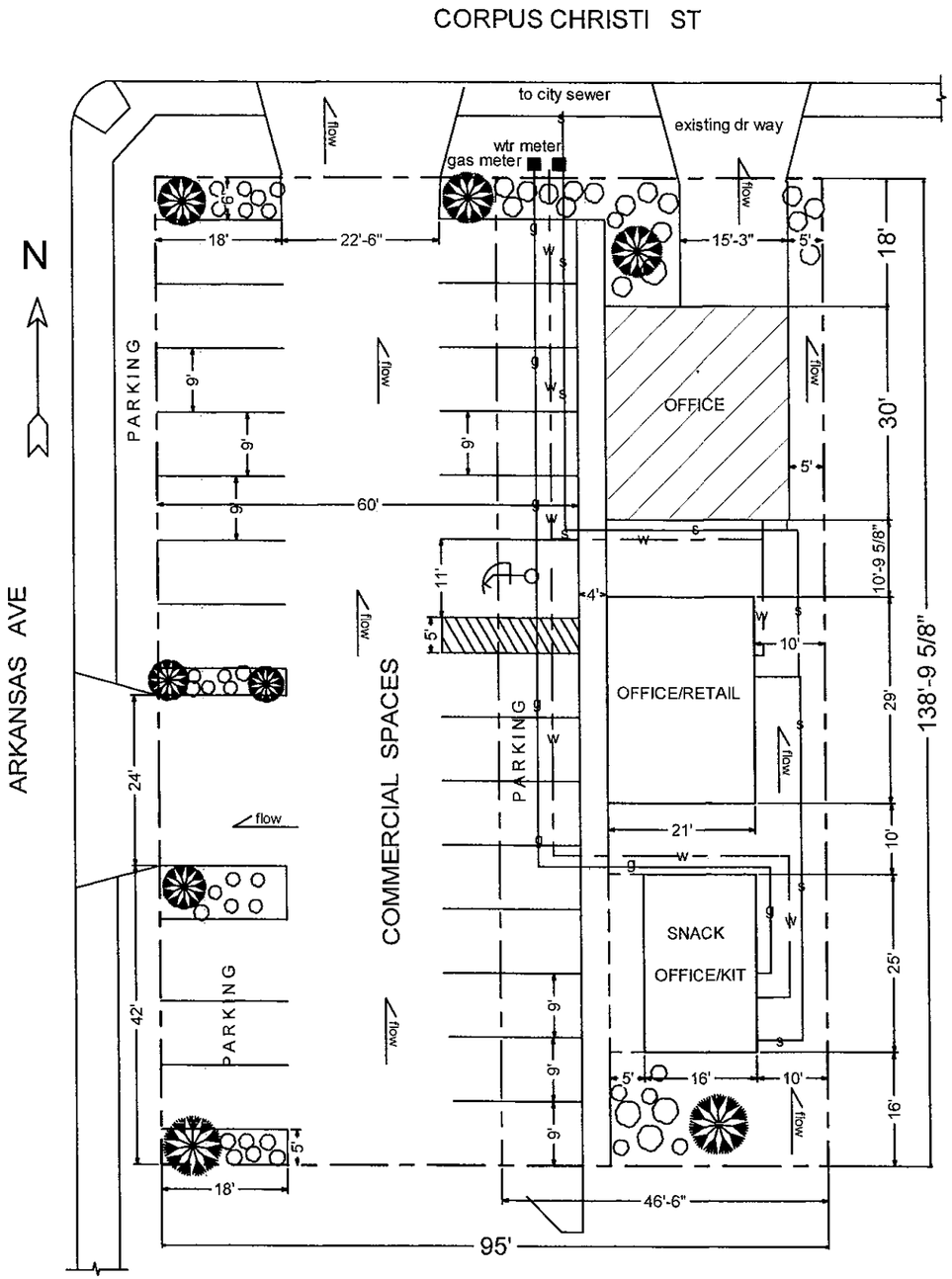
ALEX ARREGUIN
designer

OFFICE SPACES

RAUL SANTOS



FRAME DETAIL



SITE PLAN 1' = 20--0"

ALEX ARREGUIN
designer

OFFICE SPACES

RAUL SANTOS

Webb CAD

Property Search > 179661 801 GUSTAVUS INC for Year 2019 Tax Year: 2019

Property

Account

Property ID:	179661	Legal Description:	LOT 1-2 BLK 1703 ED
Geographic ID:	558-01703-010	Zoning:	B-2
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	2803 CORPUS CHRISTI ST LAREDO, TX 78043	Mapsco:	COM19
Neighborhood:	ARKANSAS / D-COM P-COM	Map ID:	80
Neighborhood CD:	CD29		

Owner

Name:	801 GUSTAVUS INC	Owner ID:	10050712
Mailing Address:	1718 REYNOLDS ST LAREDO, TX 78043-2026	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$31,290	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$116,030	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0

(=) Market Value:	=	$147,320	
(–) Ag or Timber Use Value Reduction:	–	$0	

(=) Appraised Value:	=	$147,320	
(–) HS Cap:	–	$0	

(=) Assessed Value:	=	$147,320	

Taxing Jurisdiction

Owner: 801 GUSTAVUS INC
% Ownership: 100.0000000000%
Total Value: $147,320

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
C1	CITY OF LAREDO	0.634000	$147,320	$147,320	$934.01
CAD	WEBB COUNTY APPRAISAL DISTRICT	0.000000	$147,320	$147,320	$0.00
G3	WEBB COUNTY	0.412000	$147,320	$147,320	$606.96
J2	LAREDO COLLEGE	0.327103	$147,320	$147,320	$481.88

S1	LAREDO ISD	1.466500	$147,320	$147,320	$2,160.45
	Total Tax Rate:	2.839603			
				Taxes w/Current Exemptions:	$4,183.30
				Taxes w/o Exemptions:	$4,183.30

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 720.0 sqft **Value:** $31,290

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	LOW		1991	720.0
OP	OPEN PORCH	LOW		1991	24.0
OP	OPEN PORCH	LOW		1991	24.0
ASR	ATTACHED STORAGE ROOM	LOW		1991	18.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSA10	ARKANSAS	0.1520	6621.00	47.70	138.80	$60,480	$0
2	CSA10	ARKANSAS	0.1466	6385.00	46.00	138.80	$55,550	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	$31,290	$116,030	0	147,320	$0	$147,320
2018	$29,960	$97,230	0	127,190	$0	$127,190
2017	$34,560	$97,230	0	131,790	$0	$131,790
2016	$24,610	$80,490	0	105,100	$0	$105,100
2015	$24,900	$80,490	0	105,390	$0	$105,390
2014	$24,900	$70,000	0	94,900	$0	$94,900
2013	$24,900	$70,000	0	94,900	$0	$94,900
2012	$18,670	$70,000	0	88,670	$0	$88,670
2011	$18,670	$70,000	0	88,670	$0	$88,670
2010	$18,670	$70,000	0	88,670	$0	$88,670

Deed History - (Last 10 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/16/2018	WDVL	WARRANTY DEED/VENDER LIEN	HERRERA REYNALDO H & WF AMANDA	801 GUSTAVUS INC	4375	379	1321647
2	1/25/2018	AH	AFFIDAVIT OF HEIRSHIP	HERRERA REYNALDO H & WF	HERRERA REYNALDO H	4375	369	1321646
3	1/25/2018	AH	AFFIDAVIT OF HEIRSHIP	HERRERA REYNALDO H & WF	HERRERA REYNALDO H	4375	359	1321645

Tax Due

Property Tax Information as of 07/25/2019

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax		Base Tax Due		Attorney Fees	Amount Due

				Base Taxes Paid		**Discount / Penalty & Interest**			

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 718-4091

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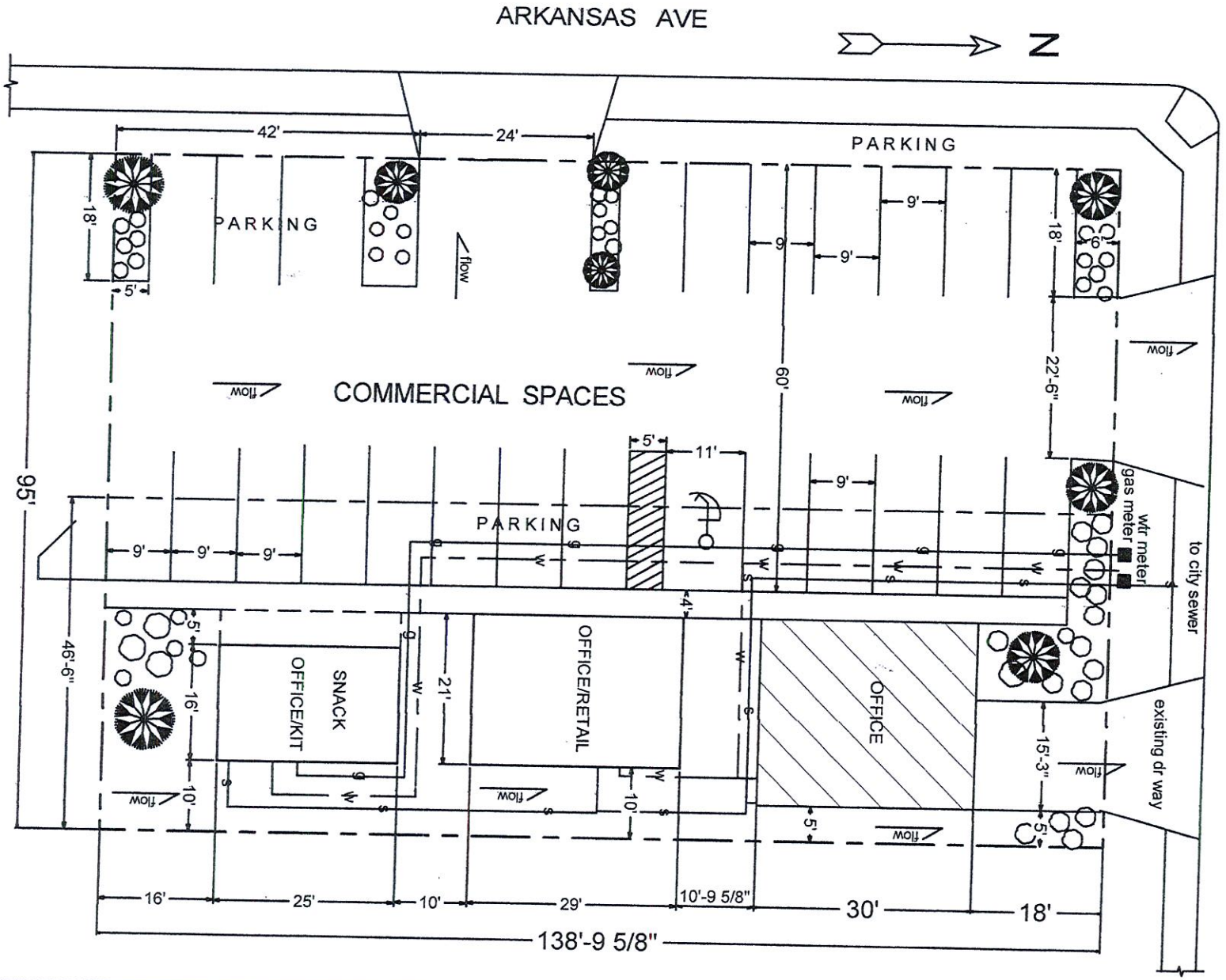


SITE PLAN

1' = 20'-0"

RAUL SANTOS	OFFICE SPACES	ALEX ARREGUIN designer

Texas

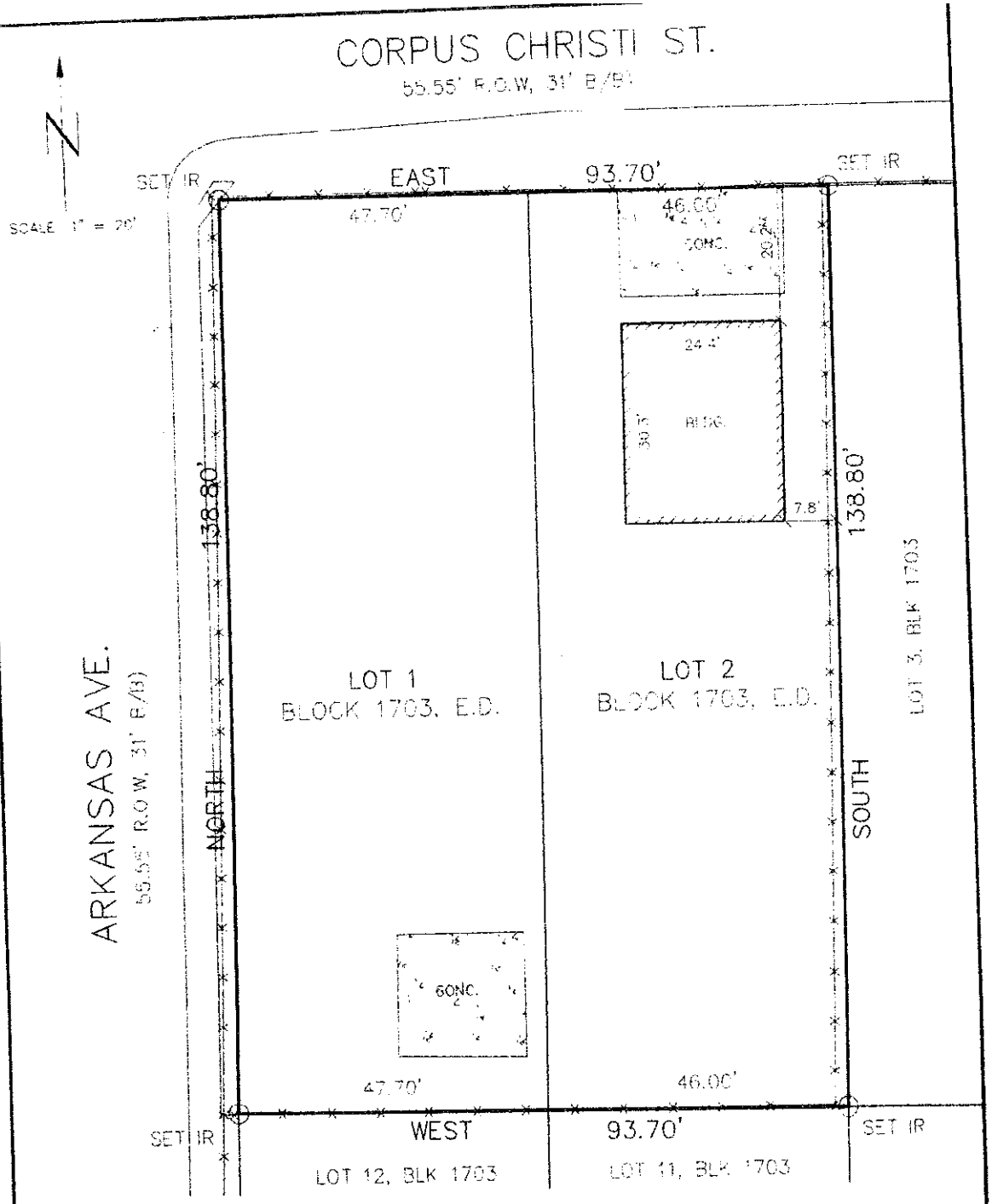
USA
TX

DRIVER LICENSE

4d DL 10227004 9 Class C
1a Iss 05/12/2015 4b Exp 07/06/2021
3 DOB 07/06/1964
1 SANTOS
2 RAUL CARLOS

8 1718 REYNOLDS
LAREDO TX 78040-0000

12 Restrictions A 9a End NONE
16 Hgt 6-00 15 Sex M 18 Eyes BRO
5 DD 00619580055132808060



NOTES:
1. BASIS OF BEARINGS TAKEN FROM RECORDED PLAT.
2. NO TITLE SEARCH PROVIDED. THERE MAY BE EASEMENTS OR CONVEYANCES NOT SHOWN.

fred_ges@sbcglobal.net

GUERRA ENGINEERING & SURVEYING CO.

LAREDO, TX., 78041
956-718-2600
ENGR. FIRM NO. F-9484
SURV. FIRM NO. 100173-00

BOUNDARY SURVEY OF LOTS 1 & 2, BLOCK 1703, EASTERN DIVISION, CITY OF LAREDO PLAT, AS PER V. 7, P. 15, PRWCT, AND BEING SITUATED IN THE CITY OF LAREDO, WEBB COUNTY, TEXAS.

ADDRESS: 2803 CORPUS CHRISTI ST., LAREDO, TX. 78043

I THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE FOUND OR PLACED UNDER MY SUPERVISION.

STATE OF TEXAS REGISTERED ALFREDO T. GUERRA 5702 PROFESSIONAL LAND SURVEYOR

18-OCT-2017

ALFREDO T. GUERRA, R.P.L.S. # 5702

City of Laredo
Tax Assessor-Collector
P.O. Box 6548 * 1102 Bob Bullock Loop
Laredo TX 78042
Phone: (956) 727-6403
As of 6/21/19

Parcel number
558-01703-010- -

183290

Legal Description
2803 CORPUS CHRISTI ST
LOT 1-2 BLK 1703 ED

Current owner:
801 GUSTAVUS INC
1718 REYNOLDS ST
LAREDO TX 78043

*** * T A X C E R T I F I C A T E # 2441608 * ***

YEAR PD	ENTITY	UNPAID	PENALTY/INT	OTHER +/-	TOTAL DUE
Grand		.00	.00	.00	.00

PAID IN FULL

I, DORA MALDONADO, TAX ASSESSOR-COLLECTOR FOR THE CITY OF LAREDO, TEXAS, DO HEREBY CERTIFY THAT AFTER A CAREFUL CHECK OF THE TAX RECORDS OF THIS OFFICE, THE ABOVE DELINQUENT TAXES,PENALTIES AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY IF APPLICABLE, THE ABOVE-DESCRIBED PROPERTY MAY BE RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL.

Dora M Aleman

TAX ASSESSOR-COLLECTOR/AUTHORIZED OFFICER

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

Nandita Berry
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles of Incorporation for 801 GUSTAVUS, INC. (file number 800413156), a Domestic For-Profit Corporation, was filed in this office on November 12, 2004.

It is further certified that the entity status in Texas is in existence.

It is further certified that our records indicate RAUL C. SANTOS as the designated registered agent for the above named entity and the designated registered office for said entity is as follows:

1718 REYNOLDS ST.

LAREDO, TX - 78040 USA

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on October 24, 2014.

Nandita Berry

Nandita Berry
Secretary of State

ARTICLES OF INCORPORATION
OF
801 GUSTAVUS, INC..

FILED
In the Office of the
Secretary of State of Texas
NOV 12 2004
Corporations Section

ARTICLE ONE

The name of the corporation is 801 GUSTAVUS, INC.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose or purposes for which the corporation is organised is to transact any and all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

ARTICLE FOUR

The aggregate number of shares which the corporation shall have authority to issue is One Million of the par value of One Dollar ($1.00) each.

ARTICLE FIVE

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of not less than One Thousand dollars ($1,000.00), consisting of money, labor done or property actually received.

ARTICLE SIX

The address of the principle office of the corporation is 1718 REYNOLDS ST., Laredo, Texas 78040. The street address of the Registered Office of its initial registered agent for service is 1718 Reynolds ST. , Laredo, Texas 78040 and the name if its initial agent as such address is RAUL C. SANTOS JR.

ARTICLE SEVEN

The number of directors constituting the initial Board of Directors is One (1), and the name and address of the person who is to servie as the initial directors is:

RAUL C. SANTOS JR.
1718 REYNOLDS
LAREDO, TEXAS 78040

ARTICLE EIGHT

The name and address of the incorporator is:

RUBEN CHAVARRIA JR
1720 CONVENT AVE. SUITE A
LAREDO, TEXAS 78040

RUBEN CHAVARRIA JR.

City Council-Regular

Meeting Date: 08/05/2019

Staff Source: Victor J. Linares, P.E., Acting Director Building Development Services Department

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SUBJECT

2019-R-111 A resolution waiving garage or yard sale permit fees for garage or yard sales taking place August 9-11, 2019, in observance of National Garage Sale Day; amending Chapter 18, Article III, Section 18-15 of the Code of Ordinances by authorizing the City Manager, with the approval of the City Council, to periodically waive garage or yard sale permit fees when deemed in the best interest of the City; providing for a cumulative clause; providing a severability clause; and declaring an effective date.

PREVIOUS COUNCIL ACTION

On July 1, 2019, the City Council approved a motion to waive garage sale permit fees for garage sales taking place August 9-11, 2019 in observance of National Garage Sale Day.

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council introduce this Ordinance.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Reduction of garage sale permit revenues in General Fund.

Attachments

2019-O-

ORDINANCE NO. 2019-O-

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, WAIVING GARAGE OR YARD SALE PERMIT FEES FOR GARAGE OR YARD SALES TAKING PLACE AUGUST 9-11, 2019, IN OBSERVANCE OF NATIONAL GARAGE SALE DAY; AMENDING CHAPTER 18, ARTICLE III, SECTION 18-15 OF THE CODE OF ORDINANCES BY AUTHORIZING THE CITY MANAGER, WITH THE APPROVAL OF THE CITY COUNCIL, TO PERIODICALLY WAIVE GARAGE OR YARD SALE PERMIT FEES WHEN DEEMED IN THE BEST INTEREST OF THE CITY; PROVIDING FOR A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the second Saturday of August is designated as National Garage Sale Day; and

WHEREAS, the City Council desires to authorize the waiver of garage or yard sale permit fees for garage or yard sales taking place August 9-11, 2019, in observance of National Garage Sale Day; and

WHEREAS, the City Council further desires to authorize the City Manager, with the approval of the City Council, to periodically waive garage sales permit fees when it is deemed in the best interest of the City.

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

Section 1. The City Council of the City of Laredo hereby waives the garage or yard sale permit fees for garage sales taking place August 9-11, 2019, in observance of National Garage Sale Day.

Section 2. The City of Laredo Code of Ordinances, Chapter 18, Article III, Section 18-15 is hereby amended to read as follows:

Sec. 18-15. - Garage sales; duration, fees.

(a) The maximum time for which a permit may be issued shall be for a period not to exceed forty-eight (48) hours.

(b) The applicant shall pay an application fee of fifteen dollars ($15.00) for the first two (2) permits and thirty dollars ($30.00) for the third and fourth permit applications. *The City Manager, with approval of the City Council, may periodically waive the garage or yard permit fees when it is deemed to be in the best interest of the City.*

(c) Hours of garage sales are restricted to 7:00 a.m. to 6:00 p.m. and should not exceed two (2) days.

(d) If you have to cancel your garage or yard sale due to rain, residents can obtain a one-time replacement permit.

Section 3. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

Section 6: This Ordinance shall take effect immediately upon passage.

DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF_____, 2019.

_____
PETE SAENZ
MAYOR

ATTESTED:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY

BY: _____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

City Council-Regular
Meeting Date: 08/05/2019
Staff Source: Kristina Laurel Hale, City Attorney

SUBJECT

2019-R-110 A Resolution of the City of Laredo,Texas finding that AEP Texas Inc.'s requested increase to its electric transmission and distribution rates and charges within the City should be denied; finding that the City's reasonable rate case expenses should be reimbursed; requiring reimbursement of rate case expenses; finding that the meeting at which this Resolution is passed was open to the public as required by law.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

On May 20, 2019, the council suspended the June 5, 2019 effective date of AEP Texas Inc.'s requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the cities served by AEP Texas and authorizing intervention in AEP Texas Inc.'s requested rate change proceedings before the commission; hiring Lloyd Gosselink Attorneys and Consulting Services to negotiate with the company and direct any necessary litigation and appeals; requiring reimbursement of cities' rate case expenses; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

BACKGROUND

AEP Texas Inc ("AEP Texas" or "Company") filed an application on May 1, 2019 with cities retaining original jurisdiction seeking to increase system-wide distribution rates by $38.3 million per year (an increase of 4.2%), and decrease system-wide transmission rates by $3.16 million (a decrease of 0.7%).

This Resolution seeks to deny the proposed electric transmission and distribution rates and charges within the City.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends approval of the resolution as presented.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Reimbursements by AEP will be deposited into General Fund.

Attachments

2019-R-110

RESOLUTION NO. 2019-R-110

A RESOLUTION OF THE CITY OF LAREDO, TEXAS FINDING THAT AEP TEXAS INC.'S REQUESTED INCREASE TO ITS ELECTRIC TRANSMISSION AND DISTRIBUTION RATES AND CHARGES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, on or about May 1, 2019, AEP Texas Inc. ("AEP Texas" or "Company"), pursuant to Public Utility Regulatory Act ("PURA") §§ 33.001 and 36.001 filed with the City of **Laredo** ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective June 5, 2019; and

WHEREAS, the City is an electric utility customer of AEP Texas and a regulatory authority [with exclusive original jurisdiction] over the rates and charges of AEP Texas within the City; and

WHEREAS, the City is a member of the Cities Served by AEP Texas ("Cities"), a membership of similarly situated cities served by AEP Texas that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP Texas' service area; and

WHEREAS, Cities is an intervener in the parallel proceeding at the Public Utility Commission of Texas to review AEP Texas' filing; and

WHEREAS, pursuant to its exclusive original jurisdiction over AEP Texas' rates and operations within city limits, the City previously suspended the effective date of the Company's requested rate increase; and

WHEREAS, PURA § 33.023 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility; and

WHEREAS, the City's attorneys and consultants recommend that the City deny the application.

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

SECTION 1. That the rates proposed by AEP Texas in an application submitted to the City by the Company on or about May 1, 2019, are hereby found to be unreasonable, and are denied.

SECTION 2. That the Company shall continue to charge its existing rates for transmission and distribution service to customers with the City.

SECTION 3. That Cities' reasonable rate case expenses shall be reimbursed by AEP Texas within 30 days of presentation of an invoice to AEP Texas.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law, and that the public notice was given of the time, place, and purpose of said meeting, as required.

SECTION 6. A copy of this Resolution shall be sent to AEP Texas, care of Jennifer Frederick, American Electric Power Company, 400 West 15th Street, Suite 1520, Austin, Texas 78701 (jjfrederick@aep.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this _____ day of _____, 2019.

_____
MAYOR, Pete Seanz

ATTEST:

_____
City Secretary, Jose A. Valdez, Jr.

APPROVED AS TO FORM:

_____
City Attorney, Kristina L. Hale

Community Development **45. a.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Initiated By: Rosario Cabello, Interim Co-City Manager

Staff Source: Arturo Garcia, Community Development Director

SUBJECT

Approving the submission of the 2019-2020 One Year Action Plan to the U.S. Department of Housing and Urban Development (HUD) request for funding in the amounts of $3,730,742.00 in 45th Action Year Community Development Block Grant (CDBG) funds, $1,085,399.00 through the HOME Investment Partnership Program (HOME), and $316,494.00 through the Emergency Solutions Grant (ESG). An additional $2,800.00 is anticipated to be received through CDBG program income, $72,000.00 in Housing Rehabilitation Revolving Loan funds, and $260,000.00 in HOME program income. Also authorizing the Co-Interim City Managers to execute all documents as a result of the Plan's submission. The plan identifies the projects proposed to be funded by HUD through entitlement program funds and anticipated program income, which are as follows:

	45th AY Community Development Block Grant	
1	Community Development Administration	$746,148
2	Housing Rehabilitation Administration	$306,308
3	Housing Rehabilitation Loan Program	$593,676
4	Code Enforcement	$505,182
5	Graffiti Removal Program	$ 30,671
6	Downtown Senior Recreational Program	$151,557
7	Ejido/Lomas del Sur Traffic Light Project	$150,000
8	Downtown Rental Rehabilitation Program	$275,000
9	Downtown Neighborhood Access Improvements	$100,000
10	District I – Ejido/Pita Mangana Traffic Light Project	$125,000
11	District II – Cigarroa Park Splash Pad	$225,000
12	District III – Design of South Laredo Nature Center Trails	$ 25,000
13	District IV - Sidewalks	$125,000
14	District V – De Llano Park Improvements	$125,000
15	District VII - Neighborhood Bike Lanes	$125,000
16	District VIII - Sidewalks	$125,000

	TOTAL	**$3,733,542**

	Revolving Loan	
17	Housing Rehabilitation Revolving Loan Administration	$ 7,027
18	Housing Rehabilitation Revolving Loan Program	$64,973
	TOTAL	**$72,000**

	HOME Investment Partnership Grant	
19	HOME Program Administration	$107,139
20	Down Payment Assistance Program (PI)	$260,000
21	Tenant-Based Rental Assistance	$390,000
22	Community Housing Development Organization (CHDO)	$162,810
23	Inner City Affordable Rental Housing	$425,450
	TOTAL	**$1,345,399**

	Emergency Solutions Grant	
24	ESG Program Administration	$16,258
25	Emergency Shelter – Shelter Operations	$95,000
26	Emergency Shelter – Essential Services	$45,000
27	Street Outreach	$ 9,884
28	Rapid Re-Housing	$82,352
29	Homelessness Prevention	$60,000
30	Homeless Management Information System (HMIS)	$ 8,000
	TOTAL	**$316,494**

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On 5/6/19, a public hearing was held at City Council Chambers to allow the public and City Council to submit any recommendations for projects for the 2019-2020 One Year Action Plan. No comments were received.

7/1/19, a second public hearing was held at City Council Chambers to allow the public and City Council to comment on proposed projects for the 2019-2020 One Year Action Plan. No comments were received.

BACKGROUND

The City of Laredo is recognized as an entitlement City by HUD and is eligible in the next fiscal year to receive 45th Action Year CDBG, HOME, and ESG program funds. The award of funds is contingent on the submission and approval of the Action Plan which specifically details the activities/projects to be funded with HUD Program funds. The process requires that citizens be provided an opportunity to comment on the proposed use of funds and that a public hearing be held to receive comments. As such, the citizen participation process included a series of public notices, public meetings, public hearings, and citizen inquiries. City staff also met at several publicized locations to collect surveys regarding the need for programs and services in the community prior to the preparation of the draft plan. As a point of reference, CDBG funds are intended to assist in the development of viable urban communities, by providing decent housing, creating a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. All CDBG assisted activities must either benefit low and moderate-income persons, aid in the prevention or elimination of slums and blight; and/or address other community development needs that present a serious and immediate threat to the health or welfare of the community. HOME funds are intended to expand the supply of affordable housing for very low income and low-income persons. ESG funds are intended to provide shelter, supportive services and other assistance to homeless persons and persons on the verge of becoming homeless. The One Year Action Plan was available for public review and comment for a period of 30 days beginning June 24, 2019 and ending July 23, 2019 at the offices of the City Secretary, the Department of Community Development, at the Main Public Library, and on the City of Laredo's website: www.cityoflaredo.com

In addition, two public hearings were held on May 6, 2019 and July 1, 2019, during the City Council meeting, to receive comments from the public and City Council. No comments were received.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this motion be approved in order to submit a timely Annual Action Plan.

	Fiscal Impact
Fiscal Year:	2019
Bugeted Y/N?:	Y
Source of Funds:	CDBG
Account #:	211-89
Change Order: Exceeds 25% Y/N:	N
FINANCIAL IMPACT:	

45th Action Year CDBG Grant: $3,730,742
Program Income: $2,800.00
Housing Rehabilitation Revolving Loan Program: $72,000.00

Fiscal Year:	2019
Bugeted Y/N?:	Y
Source of Funds:	HOME
Account #:	217-6963
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

2018 HOME Grant: $1,085,399
Program Income: $260,000.00

Fiscal Year:	2019
Bugeted Y/N?:	Y
Source of Funds:	ESG
Account #:	219-8952
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

2019 ESG Grant: $316,494

Community Development **b.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Initiated By: Rosario Cabello, Interim Co-City Manager

Staff Source: Arturo Garcia, Director of Community Development

SUBJECT

Authorizing the Co-Interim City Managers to sell the “Surface Only” of a closed section of the 1900 Block of Bismark Street to Gerardo "Jerry" Salinas of Gateway Builders, LTD. It was appraised at the fair market value of $49,000.00 by a State Certified Independent appraiser Frank Leal. It is described as a tract of land containing 0.2257 acre (9,832 sq. ft.), more or less, out of Bismark Street R. O. W., situated in the Western Division of the City of Laredo, Webb County, Texas. The City of Laredo reserves any and all visible and apparent easements recorded or not recorded, being generally described in attached Exhibit "A", and approving the Post Closure Property Improvement Plan as described in Exhibit "B", which is in compliance with Section 10 of the Street Closing/Sales Policy Handbook, and providing for an effective date.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

In May 2018 a formal request was submitted by Gerardo "Jerry" Salinas of Gateway Builder's, LTD, to purchase the 1900 Block of Bismark Right of Way for the purpose of a future business expansion.

By Charter authority, Section 1 provides that the City of Laredo shall have the power to lease or convey any and all property owned by said City or granted to it by the Crown of Spain or any person. Further supported by, Article 1175, Section 18 of the Texas Civil Statutes expressly authorizing a Home Rule City (such as Laredo) to vacate abandoned and close any streets, alleys or avenues. Gerardo "Jerry" Salinas of Gateway Builders, LTD, as the abutting property owner has made a request to purchase the ROW in accordance to the Street Closings/Sales policy Section 4.01c and has successfully met all the stipulated requirements. Jerry Salinas has stated the purpose of the purchase is to expand his existing business thus creating greater commerce in and around the subject area. As the abutting property owners they are allowed to make the request to close an unused street and purchase the street at fair market price. Furthermore, Noemi Garcia, also abutting landowner to the tract has expressed no objections to the closing of said street. Both abutting landowners have executed release forms holding the City of Laredo harmless from any and all liabilities

which may arise from the closing of said road.

The property is described as an undeveloped tract of land containing 9,832 sq. ft. (0.2257 Acre) more or less out of 1900 Bismark Street, R.O.W. Western Division, City of Laredo, Webb County, Texas.

Said City property has been appraised by a State Certified Real Estate Appraiser Frank Leal at
$49,000.

Memorandums have been circulated to corresponding City Departments and Utility Companies and no objections were noted. On June 20, 2019, a public hearing was held before the Planning and Zoning Commission; no comments or objections were received. The Planning and Zoning Commission recommended approval.

COMMITTEE RECOMMENDATION

On June 20, 2019 the Planning and Zoning Commission approved and motioned the introd of this ordinance to Council as presented.

STAFF RECOMMENDATION

Staff recommends the introduction of this ordinance.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	NA
Source of Funds:	NA
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funds will be deposited in General Fund Account 101-0000-374-1000. Will be recorded in Fixed Asset System.

Attachments

Introductory Ordinance
Survey - Bismark R.O.W.
Aerial - Bismark R.O.W.
Planning and Zoning Commision Minutes 06/20/19

Introductory Ordinance No. 2019-O-

Authorizing the City Manager to sell the "Surface Only" of a closed section of the 1900 Block of Bismark Street. It was appraised at the fair market value of $49,000.00 by a State Certified appraiser Frank Leal. It is described as a tract of land containing 0.2257 acre (9,832 sq. ft.), more or less, out of Bismark Street R. O. W., situated in the Western Division of the City of Laredo, Webb County, Texas, to Gerardo "Jerry" Salinas of Gateway Builders, LTD. The City of Laredo reserves any and all visible and apparent easements recorded or not recorded, being generally described in attached Exhibit "A", and approving the Post Closure Property Improvement Plan as described in Exhibit "B", which is in compliance with Section 10 of the Street Closing/Sales Policy Handbook, and providing for an effective date.

WHEREAS, by virtue of the Original Land Grant from the Crown of Spain to the City of Laredo, fee simple title to certain streets is vested in the City of Laredo; and,

WHEREAS, Gateway Builders, LTD, the south side abutting property owners of the above mentioned street section, have requested that the City of Laredo sell this portion of undeveloped right-of-way to them; and,

WHEREAS, the abutting property owners to the north and south of the above mentioned street have executed a release form; whereby they have released the City of Laredo from any and all damages arising out of the closing of this street; and

WHEREAS, Gateway Builders, LTD has agreed to purchase said tract of land at the fair market appraised value of $49,000.00; and,

WHEREAS, City Council finds it in the best interest of the City of Laredo to sell the above-mentioned tract of land to Gateway Builders, LTD at the fair market appraised value of $49,000.00

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

A. It hereby authorizes the City Manager to sell to Gateway Builders, LTD the "Surface Only" of a 9,832 sq. ft. tract of land of that former section of Bismark Street between S. Meadow Ave. and Buena Vista Ave. The City of Laredo reserves any and all visible and apparent easements recorded and not recorded.

B. This ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE APPROVED on this the _____ day of _____ , 2019.

PETE SAENZ
MAYOR

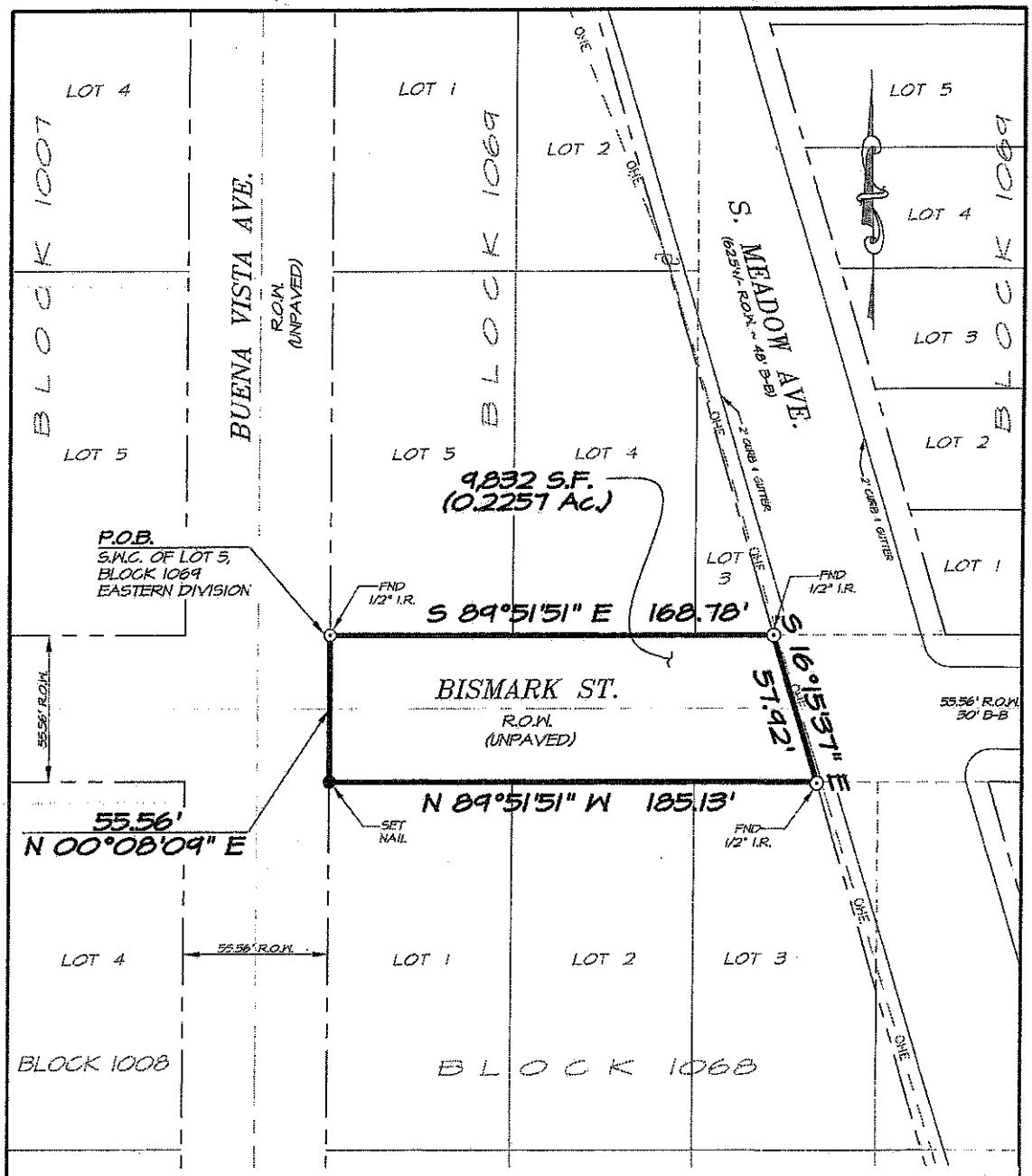
ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM

KRISTAIN LAURELL HALE
CITY ATTORYNEY

BY: _____
XAVIER CHARLES
ASSISTANT CITY ATTORNEY



DATE: 09/27/2013 SCALE:1"=50'

GRAPHIC SCALE IN FEET
10 0 25 50

BASIS OF BEARINGS & DISTANCES:
GPS NAD 83, TEXAS STATE PLANE, 4205 SOUTH ZONE

NOTES:
-THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
-THIS PROPERTY IS LOCATED IN ZONE "X" AREA WHICH IS NOT WITHIN THE 100-YR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48479C0380C, DATED: APRIL 2, 2008.

LEGEND:
- ● SET 1/2" IRON ROD
- ⊙ FOUND ¼" IRON ROD
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- B-B BACK TO BACK OF CURB
- POWER POLE
- OHE OVERHEAD ELECTRIC LINE
- GUY WIRE
- WM WATER METER

STATE OF TEXAS
REGISTERED
WAYNE NANCE
6235
PROFESSIONAL
LAND SURVEYOR

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 27TH DAY OF SEPTEMBER, 2013

WAYNE NANCE, R.P.L.S.
TEXAS REG. NO. 6235

SURVEY OF A
0.2257 Ac. (9,832 S.F.) TRACT OF LAND
BEING OUT BISMARK ST. R.O.W.
EASTERN DIVISION
CITY OF LAREDO, WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
304 E. CALTON RD.
LAREDO, TEXAS 78041
TBPE F-6905
TBPLS F-10188800
OFFICE (956) 724-3097
www.porrasnance.com

9,832 Sq.Ft. (0.2257 ACRE) TRACT
Being out and part of
BISMARK STREET RIGHT-OF-WAY – EASTERN DIVISION
Within the limits of the
City of Laredo, Webb County, Texas

Being a 9,832 Sq. Ft. (0.2257 Acre) tract of land, more or less, situated within the limits of the City of Laredo and Webb County, Texas, being out and part of the Bismark Street Right-of-Way (East of the Buena Vista Ave. and West of South Meadow Ave.) in the City of Laredo, Eastern Division, as Recorded in Volume 7, Page 15 of the Webb County Plat Records, said 28,353 Sq. Ft. (0.2257 Acre) tract more particularly described by metes and bounds as follows, to wit:

BEGINNING at a ½" iron rod found for the southwest corner of Lot 5, Block 1069, of said Eastern Division, being the northwest corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE South 89°51'51" East, 168.78 Feet, along the south boundary line said Block 1069 to a ½" iron rod found in the westerly right-of-line of South Meadow Ave. for the northeast corner of the herein described tract;

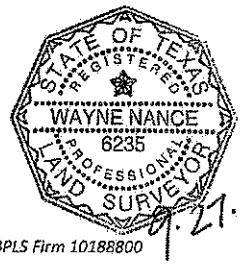
THENCE South 16°15'37" East, 57.92 Feet, to a ½" iron rod found for the northeast corner of Lot 3, Block 1068 and the Southeast corner of this tract;

THENCE North 89°51'51" West, 185.13 Feet, to a nail set on the eastern right-of-way line of Buena Vista Ave. for the northwest corner of said Block 1068, Eastern Division and the southwest corner of the herein described tract;

THENCE North 00°08'09" East, 55.56 Feet, to a ½" iron rod found for the southwest corner of said Block 1069, the northwest corner of the herein described tract and the **POINT OF BEGINNING.**

Basis of Bearings and Distances:
GPS NAD 83 (2011 Adj.), Texas State Plane, 4205 South Zone.

I, Wayne Nance, the undersigned Registered Professional Land Surveyor, Number 6235, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available, without the benefit of a complete title examination report.

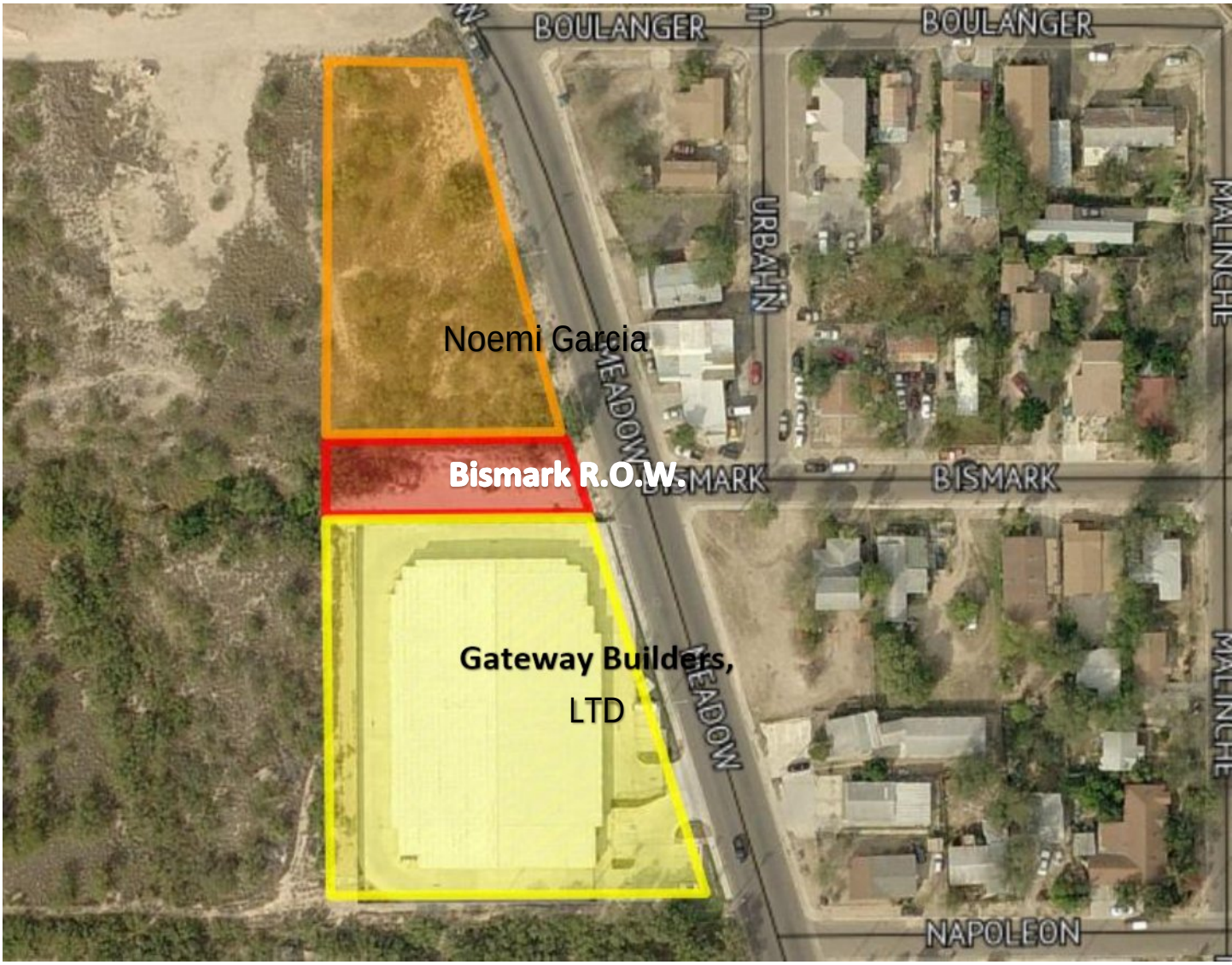


9.27.18

Witness my Hand and Seal

Wayne Nance, R.P.L.S

Bismark ROW


BOULANGER
BOULANGER
URBAHN
MALINCHE
Noemi Garcia
MEADOW
Bismark R.O.W.
BISMARK
BISMARK
Gateway Builders,
LTD
MEADOW
MALINCHE
NAPOLEON

CITY OF LAREDO
PLANNING AND ZONING COMMISSION

MINUTES OF THE PLANNING AND ZONING MEETING OF JUNE 20, 2019

The City of Laredo Planning and Zoning Commission convened in regular session open to the public at 6:00 p.m. on Thursday, June 20, 2019, in the City Council Chambers at City Hall, 1110 Houston Street, considered the following:

Present: Erasmo Villarreal
Carlos Flores
George Beckelhymer
Johnny Narvaez
Abraham Lugo

Absent: Jose Tellez (Excused)
Raul Ugalde (Excused)
Council District II Appointee (Vacant)
Jorge Dominguez (Excused)

Staff: J. Kirby Snideman
Fernando Morales
Alejandrina Sanchez
Rafael Vidaurri

Others: Ignacio Alaniz, Jr.
Lynda Kohler

1. CALL TO ORDER

Cm. Villarreal called the meeting to order at 6:01 p.m.

2. ROLL CALL

Fernando Morales, Planning Staff, called roll and verified a **quorum** existed.

Cm. Flores made a motion to excuse Cm. Tellez, Cm. Ugalde and Cm. Dominguez.

Second:	Cm. Lugo
In Favor:	5
Opposed:	0
Abstained:	0

Motion carried unanimously

3. PLEDGE OF ALLEGIANCE

4. **CONSIDER APPROVAL OF MINUTES OF:**

A. Regular Meeting of May 16, 2019
B. Special Meeting and Workshop of June 12, 2019

Cm. Beckelhymer made a motion to **table** the minutes of May 16, 2019 and June 12, 2019.

Second:	Cm. Lugo
In Favor:	5
Opposed:	0
Abstained:	0

Motion carried unanimously

5. **CITIZEN COMMENTS**

Citizens are required to fill out a witness card and submit it to a City Planner, or designee, no later than 5:45 p.m. and identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. No more than three (3) persons will be allowed to speak on any side of an issue. Should there be more than three (3) people to wish to speak on a particular issue, they need to select not more than three (3) representatives to speak for them and the presiding officer may limit the public comments further in the interest of an orderly meeting. Speakers may not pass their minutes to any other speaker. Comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

Chairman Villarreal introduced the new Planning Director, Kirby Snideman.

6. **PUBLIC HEARING AND RECOMMENDATION OF AN ORDINANCE:**

A. Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 20, Block 5, Santa Rita Subdivision, Unit XIV, located at 104 Frank Sciaraffa Dr., from R-1A (Single Family Reduced Area District) to R-1MH (Single Family Manufactured Housing District).
ZC-44-2019

District III

Staff supports the proposed zone change.

After reading the item and having no objections, the Chairman opened the public hearing.

Elsa Laurel, Sima Builders, spoke in favor of the proposed zone change.

Cm. Narvaez made a motion to close the public hearing and recommend **approval** of the proposed zone change.

Second: Cm. Lugo
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

B. Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 18, Block 5, Santa Rita Subdivision, Unit XIV, located at 108 Frank Sciaraffa Dr., from R-1A (Single Family Reduced Area District) to R-1MH (Single Family Manufactured Housing District).
ZC-45-2019

District III

Staff supports the proposed zone change.

After reading the item and having no objections, the Chairman opened the public hearing.

Elsa Laurel, Sima Builders, spoke in favor of the proposed zone change.

Cm. Narvaez made a motion to close the public hearing and recommend **approval** of the proposed zone change.

Second: Cm. Lugo
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

C. Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, 7 & 8, Block 1605, Eastern Division, located at 2701 Norton St., from R-2 (Multi-Family Residential District) to R-O (Residential/Office District).
ZC-46-2019

District II

Staff supports the proposed zone change.

After reading the item and having no objections, the Chairman opened the public hearing.

Alejandrina Sanchez, Planning staff, informed the Chairman that there was an update and that one letter was received in favor and zero opposed.

Guillermo Treviño, Community Development Institute, spoke in favor of the proposed zone change.

Cm. Narvaez made a motion to close the public hearing and recommend **approval** of the proposed zone change.

Second: Cm. Beckelhymer
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

D. **Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well) on approximate 2.87 acres out of Porcion 38, Abstract 472, T. Sanchez Tract, located at South of Obsidian Blvd., and East of US Hwy 83, Frontage Road.**
ZC-47-2019

District I

Staff supports the proposed Special Use Permit.

After reading the item and having no objections, the Chairman opened the public hearing.

Adolfo Campero, on behalf of Columbus Energy, spoke in favor of the proposed Special Use Permit.

Cm. Lugo made a motion to close the public hearing and recommend **approval** of the proposed zone change.

Second: Cm. Beckelhymer
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

E. **Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for Oil and/or Gas Extraction and Production**

(Plug/Abandonment of Well) on Lot 11, Block 1, Santa Rita Subdivision IX, located at 139 Asturias Ct.
ZC-48-2019

District III

Staff supports the proposed Special Use Permit.

Adolfo Campero, on behalf of Columbus Energy, spoke in favor of the proposed Special Use Permit.

After reading the item and having no objections, the Chairman opened the public hearing.

Cm. Narvaez made a motion to close the public hearing and recommend **approval** of the proposed zone change.

Second: Cm. Beckelymer
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

F. **Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for Oil and/or Gas Extraction and Production (Plug/Abandonment of Well) on Lot 1, Block 1, Riverhill Commercial Subdivision, Unit XIV, located at 801 Riverhill Loop.**
ZC-49-2019

District III

Staff supports the proposed Special Use Permit.

After reading the item and having no objections, the Chairman opened the public hearing.

Alejandrina Sanchez, Planning Staff, informed the Chairman that there was an update in which 1 letter was received in favor of the Special Use permit.

Adolfo Campero, on behalf of Columbus Energy, spoke in favor of the proposed Special Use Permit.

Chris Haynes, on behalf of the owners of the property, spoke in favor of the proposed Special Use Permit.

Cm. Beckelhymer made a motion to close the public hearing and recommend **approval** of the proposed zone change.

Second: Cm. Lugo
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

G. **Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 14.40 acres, as further described by Metes & Bounds Exhibit A, located at West of Century Blvd. and South of Jaime Zapata Memorial Hwy., from R-1 (Single Family Residential District) R-1A (Single Family Reduced Area District).**
ZC-50-2019

District I

Staff supports the proposed Special Use Permit.

After reading the item and having no objections, the Chairman opened the public hearing.

Alejandrina Sanchez, Planning Staff, informed the Chairman that she received 11 letters in opposition but since they were given to her at the meeting, she did not know if they were all within the 200' radius.

Rogelio Ramirez, Premier Engineering, spoke in favor of the Special Use Permit.

Chairman Villarreal informed Mr. Ramirez that if the property is in the flood zone, they will need to get an elevation certificate.

Roberto Martinez, spoke against the Special Use Permit.

Juanita Martinez, spoke against the Special Use Permit.

Ed Gonzalez, spoke against the Special Use Permit.

Cm. Beckelhymer made a motion to close the public hearing and recommend **approval** of the proposed zone change.

Second: Cm. Narvaez

In Favor: 3
Opposed: 2
Abstained: 0

H. Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 3.95 acres, as further described by Metes & Bounds Exhibit A, located at South of Jaime Zapata Memorial Hwy., from B-3 (Community Business District) R-1A (Single Family Reduced Area District).
ZC-51-2019

District I

Staff <u>supports</u> the proposed zone change.

After reading the item and having no objections, the Chairman opened the public hearing.

Rogelio Ramirez, Premier Engineering, spoke in favor of the proposed zone change.

Cm. Narvaez made a motion to close the public hearing and recommend **<u>approval</u>** of the proposed zone change.

Second: Cm. Beckelhymer
In Favor: 4
Opposed: 1
Abstained: 0

I. Amending the City of Laredo Land Development Code, Chapter24, Article IV, Section 24.77.2 (8) entitled Front Yard Setback Requirements; by adding subsection (d) intended to allow the construction of carports up to the property line, measured vertically, subject to easements, site visibility, and minimum parking requirements.

After reading the item and having no objections, the Chairman opened the public hearing.

Jerry Pinzon, Acting Building Official, spoke in favor of this amendment.

Cm. Narvaez made a motion to close the public hearing and recommend **<u>approval</u>** of the proposed zone change.

Second: Cm. Flores
In Favor: 4
Opposed: 0
Abstained: 1

7. **PUBLIC HEARING AND CONSIDERATION OF THE FOLLOWING STREET CLOSURE:**

A. Consideration of the street closure of the 1900 Block of Bismark Street between South Meadow Street and Buena Vista Ave. Tract is 9,832 sq. ft. of undeveloped R.O.W.

Linda Teniente, Community Development Real Estate Staff, advised the Chairman that Jerry Salinas who is looking at purchasing this land has complied with all requirements.

Cm. Narvaez made a motion to close the public hearing and recommend **approval** of the proposed zone change.

Second: Cm. Beckelhymer
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

8 **REVIEW AND CONSIDERATION OF THE FOLLOWING MASTER PLAN:**

A. Review and reconsideration of the Los Presidentes East Master Plan. The intent is residential and commercial. The purpose of this revision is to reconfigure phases and realign streets.

District II – Cm. Vidal Rodriguez

Ricardo Villarreal, Howland Engineering,

Cm. Flores made a motion for a conditional **approval** subject to the agreement of a roadway being built and turning it in to the Planning Department within 15 days, along with the following comments.

APPROVE SUBJECT TO THE FOLLOWING COMMENTS:

Planning:

1. Provide a plat note with X, Y coordinates for point of beginning and point of commencement.
2. Renumber phases beginning with Phase 1 and exclude the previously recorded phases.
3. Renumber Phase 1 as Phase 14 as reflected in the request for preliminary plat approval of Phase 14 in this Planning and Zoning Commission agenda.
4. Phases 4 and 5 must be provided with access since Isla Mujeres Dr./Pochula Dr. does not extend into phases 4 and 5 as depicted on the master plan.

5. The street name of Isla Mujeres Dr. must extend throughout and replace the street name of Pochula Dr.
6. A portion of Phase 1 and Phases 4 and 5 may require approval by the County of Webb unless annexed.
7. Provide Phase number for tract labeled as "commercial" on southwest corner of master plan.
8. Submit master plan revision to City of Laredo Building Department GIS Division within 10 days of commission approval in a geo-referenced CAD file in accordance to Section 2-3.2(a) 4 of the City of Laredo Subdivision Ordinance.
9. No double frontage on any residential lots.
10. Submit all proposed street names to the Planning Department for review and approval.
11. Access to Loop 20 is subject to review and approval from TxDOT.
12. A zone change will be required for intended use.
13. Conform to Section 24-56 of the Laredo Land Development Code (Parkland Dedication requirements).
14. All improvements as per Subdivision Ordinance.

Engineering: No comments submitted.

Fire:

1. No access to streets I and K.

Environmental: No comments submitted.

Water and Utilities:

1. Any lots outside the City cannot provide water and sanitary sewer service – need to annex into City.

Traffic Safety:

1. Some streets will need traffic calming devices.
2. Check sight distance on Cozumel and Ensenada.
3. Check sight distance on Jalapa.
4. Check sight distance on Street N.
5. Check sight distance on Street O.
6. Check sight distance on Street G and Street H.
7. Check sight distance on Street J and Street C.
8. Streets should intersect at perpendicular.
9. Streets K and L don't have any access.
10. Check sight distance on Street E and street with cul-de-sac.

Parks & Leisure: No comments submitted.

WEBB County App: No comments submitted.

AEP Engineers: No comments submitted.

U.I.S.D.:

1. However Phase 4 and Phase 5 are within Webb County boundary. Also master plan shows no street access to Street K and Street I.

L.I.S.D.: No comments submitted.

AT&T: No comments submitted.

NOTICE TO THE DEVELOPER:

Planning:

Only the utility easements within the plat boundaries are subject to change prior to plat recordation, due to revisions by the utility companies.

Second: Cm. Beckelhymer
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

9. CONSIDERATION OF THE FOLLOWING PRELIMINARY PLATS AND PRELIMINARY REPLATS:

A. Preliminary consideration of the plat of Lomas Del Sur Subdivision, Phase IX. The intent is residential.

District I – Cm. Rudy Gonzalez, Jr.

Frank Estrada, Sherfey Engineering, concurred with staff comments.

Cm. Beckelhymer made a motion to **approve** the item subject to the following comments.

APPROVE SUBJECT TO THE FOLLOWING COMMENTS:

Planning:

1. Identify all easements on the plat.
2. Provide a street name for Street "A".

3. Modify the Attestment of the Planning Commission Approval Certificate to reflect J. Kirby Snideman, AICP as the Director of Planning.

Engineering:

1. Provide all necessary easements.

Fire: No comments submitted.

Environmental: No comments submitted.

Water and Utilities:

1. Will need a written notice to the developer's intention to place front utilities at the same time of the preliminary plat is submitted and at the time of plan review submit a front lot utility layout/schematics.
2. Plan needs to show projected flows and demands.
3. Require seal of the Engineer of record.

Traffic Safety:

1. Check sight distance at Street "A" and Francisco Ramirez.
2. Check sight distance at Jose Santos and Francisco Ramirez.
3. Some streets might need calming devices.
4. Check sight distance at Jose Santos and Guaymas.

Parks & Leisure: No comments submitted.

WEBB County App: No comments submitted.

AEP Engineers: No comments submitted.

U.I.S.D.:

1. Question on access to this area. Concerned on residence parking on Jose Santos Dr. from Lomas del Sur to Alfredo Cantu.
2. Possibly requesting a no parking during school hours.

L.I.S.D.: No comments submitted.

AT&T: No comments submitted.

NOTICE TO THE DEVELOPER:

Planning:

1. Only the utility easements within the plat boundaries are subject to change prior to plat recordation, due to revisions by the utility companies.
   All comments set forth herein are preliminary comments and not an exhaustive list. Additional comments may be added prior to final plat approval.

Second: Cm. Flores
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

B. Preliminary consideration of the plat of Los Presidentes Subdivision, Unit 14. The intent is residential.

District II – Cm. Vidal Rodriguez

Ricardo Villarreal, Howland Engineering, concurred with staff comments.

Cm. Flores made a motion to **approve** the item subject to the following comments.

APPROVE SUBJECT TO THE FOLLOWING COMMENTS:

Planning:

1. Identify all easements on the plat.
2. The street names of Merida, Taxco, Leon, and Tepic are already in use. Coordinate street naming with the Planning Department staff.
3. Identify City/County boundaries on the face of the plat as a portion of this subdivision is located outside the corporate limits of the City of Laredo.
4. Annexation of the subdivision may be required before the granting of final plat approval.
5. Modify the Planning Commission Approval Certificate to reflect Erasmo Villarreal as the Chairman of the Planning and Zoning Commission.
6. Modify the City Engineering Certificate to reflect Ramon Chavez, P.E. as the City Engineer.
7. Modify the Attestment of the Planning Commission Approval Certificate to reflect J. Kirby Snideman, AICP as the Director of Planning.
8. Clearly identify lots that will be prohibited from having direct access to Avenida Los Presidentes on Plat Notes.
9. All improvements as per subdivision ordinance.

Engineering: No comments submitted.

Fire: No comments submitted.

Environmental: No comments submitted.

Water and Utilities:

1. Pending master plan review and approval.
2. No comments at this time. Lacking adequate water and sewer information prior to granting approval.

Traffic Safety:

1. Some streets will need traffic calming devices.

Parks & Leisure:

1. Parkland dedication has to be updated according to new master plan. Parkland required for 124 residential lots = 0.48 acres (cash payment in lieu of land = $21,600) & NPIF* = $38,936

WEBB County App.: No comments submitted.

AEP Engineers: No comments submitted.

U.I.S.D.: No comments submitted.

L.I.S.D.: No comments submitted.

AT&T: No comments submitted.

NOTICE TO THE DEVELOPER:

Planning:

1. Only the utility easements within the plat boundaries are subject to change prior to plat recordation, due to revisions by the utility companies.
   All comments set forth herein are preliminary comments and not an exhaustive list. Additional comments may be added prior to final plat approval.

Second: Cm. Beckelhymer
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

C. Preliminary consideration of the plat of North Laredo Industrial Park, Phase II. The intent is commercial.

District VII – Cm. George J. Altgelt

Cm. Flores made a motion to **approve** the item subject to the following comments.

APPROVE SUBJECT TO THE FOLLOWING COMMENTS:

Planning:

1. Clearly define the corporate limits of the City of Laredo. Should a portion of this subdivision be located outside the corporate limits of the City of Laredo, approval by the County of Webb will be required.
2. Revise the Planning and Zoning Commission Approval Certificate to reflect Erasmo Villarreal as Chairman.
3. Revise City Engineer Certificate to reflect Ramon Chavez, P.E. as City Engineer.
4. Add Attestment of Planning Commission Approval Certificate and reflect J. Kirby Snideman, AICP as the Planning Director.
5. Include the word "Lot" to correctly identify Lot 1, Block 2.
6. Provide proper acreage on Owner's Certificate.
7. Modify all certificates to reflect the correct plat name and state that this plat is phase II and not phase I.

Engineering: No comments submitted.

Fire: No comments submitted.

Environmental: No comments submitted.

Water and Utilities:

1. Water and sanitary sewer master plan for development area is needed.
2. Plan needs to show projected flows and demands, require seal of the Engineer of Records.

Traffic Safety: No comments submitted.

Parks & Leisure: No comments submitted.

WEBB County App.: No comments submitted.

AEP Engineers: No comments submitted.

U.I.S.D.: No comments submitted.

L.I.S.D.: No comments submitted.

AT&T: No comments submitted.

NOTICE TO THE DEVELOPER:

Planning:

1. Only the utility easements within the plat boundaries are subject to change prior to plat recordation, due to revisions by the utility companies.
   All comments set forth herein are preliminary comments and not an exhaustive list. Additional comments may be added prior to final plat approval.

Second: Cm. Beckelymer
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

10. CONSIDERATION OF THE FOLLOWING FINAL PLATS AND FINAL REPLATS:

A. Final consideration of the plat of the New Trade Center, Phase 3. The intent is industrial.

District VI – Cm. George J. Altgelt

Cm. Flores excused himself from voting on this item, therefore quorum was lost.

Chairman Villarreal announced that no action would be taking place due to lack of quorum and would have to be postponed.

11. ADJOURNMENT

Cm. Beckelhymer made a motion to **adjourn** the meeting at 7:42 p.m.

Second: Cm. Flores
In Favor: 5
Opposed: 0
Abstained: 0

Motion carried unanimously

James Kirby Snideman
Planning Department

Erasmo Villarreal, Chairman
Planning & Zoning Commission

Community Development **C.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Initiated By: Rosario C. Cabello, Interim Co-City Manager

Staff Source: Arturo Garcia, CD Director

SUBJECT

Authorizing the Co-Interim City Managers to grant housing priority to West Care Permanent Supportive Housing Program participants at risk of being homeless due to the end of their funding for their program. Priority is being requested for the Laredo Municipal Housing waiting list and the HOME program Elderly waiting list. This housing priority will be to prevent program participants from becoming homeless and provide housing priority status for program participants that meet all municipal housing rental requirements. This authorization would also provide for any necessary HOME program policy update to allow prioritizing these participants only for this one-time.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

Effective September 30, 2019 West Care Permanent Supportive Housing Program will be ending all services to program participants. Therefore, West Care is requesting the City's assistance in helping them transition these individuals to permanent housing in order to prevent them from returning to homelessness.

City staff recommends establish a one time house priority of the City owned housing units managed by Laredo Municipal Housing to the West Care participate at risk of homelessness. All participates granted to this priority list must still comply with the requirements needed as per the Municipal Housing rental process. Staff is seeking authorization also for the HOME program policy allowing for the one time prioritization of these participants to the waiting list.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That is motion be passed.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
No Financial Impact

Attachments

WC Letter

7/16/19

To Whom It May Concern:

WestCare Texas- Nest Step Program is located at 6551 Metro Ct. in Laredo, Texas 78041.The program provides 20 single room occupancy (SRO) units of secure permanent supportive housing for adults (m/f, 18+) without children that are experiencing chronic homelessness and chronic substance abuse. Due to unforeseen circumstances, the Next Step Program will be ending all services to our participants on the 30th of September of 2019. The program will completely shut down on October 31st of 2019. At the end of September of 2019 our participants will return to homelessness if no placement is found.

In the program, there are currently 11 out of 20 participants that remain. Of the 11participants, 6 currently have incoming income. The other 5 have no active income and 1 of the 5 is a veteran.

Thank You,

WESTCARE-NEXT STEP PROJECT

Dalila De La Cruz

Interim Project Director

6551 Metro Ct.

Laredo, TX 78041

Phone. 956.267.9464

Community Development **d.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Initiated By: Rosario C. Cabello, Interim Co-City Manager

Staff Source: Arturo Garcia, CD Director

SUBJECT

Authorizing the Co-Interim City Managers to reallocate the unexpended contract amount of $10,668.17 for Emergency Solutions Grant (ESG) funds awarded to the Salvation Army on December 4, 2017. The contract ended on June 30, 2019 and a balance of $10,688.17 remains unexpended. Staff is recommending awarding the reallocation of $5,344.09 to Bethany House of Laredo and $5,344.08 to Casa de Misericordia, and authorizing the amendment of their current contracts in order to provide additional funds for providing Emergency Shelter Operations for the homeless. This reallocation is needed in order to expend all funds by September 30, 2019, as required by the Department of Housing and Urban Development (HUD). Funding is available in 2017 ESG Grant Year.

PREVIOUS COUNCIL ACTION

12/04/17- Council approved the award of the 2017 ESG funds for the following agencies:

- $206,092.00 to Bethany House of Laredo, Inc., for Bethany House Shelter Complex Shelter Operations, provision of Essential Services, Street Outreach Services, Homelessness Prevention Assistance, Rapid Re-Housing Assistance, and Homeless Management Information System (HMIS).
- $40,000.00 to Casa de Misericordia (CASA) for the operation of shelter.
- $39,553.00 to The Salvation Army for Emergency Shelter Operations, Rapid Re-housing Assistance, and Homeless Management Information System (HMIS).

01/22/19- Council approved to award an additional $16,000 to Bethany House for a total of $222,092.00.

BACKGROUND

The Salvation Army was awarded $37,553.00 in 2017 Emergency Solutions Grant (ESG) funds for Shelter Operations, HMIS, and Rapid Re-housing assistance on December 4, 2017. This was their first award using ESG funds. They were unable to utilize all the funding provided within the contract term. The contract period was from February 21, 2018 to June 30, 2019; a balance remains of $10,688.17. Staff recommends to reallocate these remaining funds to Bethany House of Laredo and

Casa de Misericordia. In order to meet the grants expenditure deadline of September 30, 2019. Considered in the award of funds for these non-profit organizations are their past performance including the timely use of ESG program funds and their adherence to program rules and regulations.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this motion be passed.

	Fiscal Impact
Fiscal Year:	2019
Bugeted Y/N?:	Y
Source of Funds:	HUD
Account #:	219-8752
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is in the 2017 ESG Grant Year.

Community Development **e.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Initiated By: Rosario Cabello, Intermin Co-City Manager

Staff Source: Arturo Garcia, Community Development Director

SUBJECT

Authorizing the Co-Interim City Managers to request assistance and partner with the Texas Army National Guard through its Operation Crackdown Program and to authorize the waiver of all applicable City fees to assist the City in demolishing abandoned and neglected structures that have a history of drug and criminal activity and pose an immediate danger to neighborhood residents. The program provides for the no cost demolition of identified structures and the City being responsible for obtaining the necessary clearances, court orders, warrants and/or permits for the destruction and removal/disposal of debris.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

Operation Crackdown is an initiative of the Texas Army National Guard's Counter Drug Program through which structures associated with the drug trade are demolished by Guard members at the request of participating municipalities. This mission helps rid neighborhoods of gangs, drugs, and associated violent activity and allows for community revitalization. The Guard demolishes the units at no cost to an assisted community. However, supported communities must obtain clearances, volunteer participation by property owners, court orders and warrants as necessary and/or permits for destruction and arrange for the removal and disposal of materials. City Staff is supportive of the Operation and its positive effects in the community.

Earlier this year, the City had attempted to conduct the Operation in May, but there had been no approval from the Guard. Unexpectedly, the Guard advised the City recently that there was availability for Operation Crackdown funding, but it would have to be for September 2019. Although, the notification time is short by the Guard, City staff has quickly engaged into preparing for the Operation.

If approved, this will be the fifth year in which the City proposes to participate in Operation Crackdown. It is estimated that approximately twenty (20) to twenty-five (25) structures will be identified throughout the City for this year. This is an estimated demolition cost saving to the community of approximately $200,000. This year's Operation Crackdown is tentatively being scheduled for a two (2) week period from September 16 through September 27, 2019.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this motion be approved.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	
Source of Funds:	
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

No financial impact.

Community Development **f.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Initiated By: Arturo Garcia, Community Development Director
Staff Source: Juan Carlos Villarreal, Noise Abatement Specialist

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SUBJECT

Authorizing the Co-Interim City Managers to amend the Laredo Main Street FY 2018-2019 contract regarding the requested change to the Jamboozie Festival date from September to November 2, 2019 and also the location from the heart of the Laredo downtown area to the Tres Laredos Park. All expenses will be encumbered in FY 2018-2019 Hotel Motel budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

FY 2018-2019 Laredo Main Street Jamboozie Festival contract was approved by council and authorized for City Management to execute on September 2018.

BACKGROUND

Laredo Main Street is requesting an amendment to change the date and location of the Jamboozie Festival event and approval to use the awarded funds for FY 2018-2019 due to the change of date from September to November of 2019.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Y
Source of Funds:	
Account #:	244-4920-553-5472

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the Hotel/Motel Fund.

Engineering **46. a.**

City Council-Regular
Meeting Date: 08/05/2019
Staff Source: J. K. Snideman

SUBJECT

2019-R-109 Authorizing the Co-Interim City Managers to execute an Interlocal Cooperation Agreement by and between the City of Laredo and Webb County for the preliminary engineering including schematic and environmental for the Hachar-Reuthinger Extension (F.M. 1472 to IH-35 West Frontage Road); and declaring an effective date. Funds are available in the 2016 Tax T/E CO Bond.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The City of Laredo (the "City") and the County of Webb (the "County") desire to cooperate and collaborate on the Preliminary Engineering including Schematic and Environmental for the Hachar-Reuthinger Road from F.M. 1472 to the IH-35 West Frontage Road. The State of Texas, by and through the Laredo District of the Texas Department of Transportation has requested that one local government be designated to submit one schematic and environmental document which includes both the N.D. Hachar tract and the Reuthinger Living Trust tract (being from Mines Road FM 1472 to the IH-35 West Frontage Road). By this Interlocal Cooperation Agreement, the City and County designate the County as the local government responsible for submitting a single, unified schematic and environmental to the State of Texas.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of this Resolution.

Fiscal Impact

Fiscal Year:	2018-2019
Bugeted Y/N?:	Y
Source of Funds:	2016 Tax T/E CO Bond
Account #:	470
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funds are available in the 2016 CO Bond.
Accounts: 470-9853-535-8526 and 470-9853-535-9724.

Attachments

Hachar Reuthinger Extension Interlocal
Resolution
Letter

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF LAREDO AND THE COUNTY OF WEBB
Preliminary Engineering including Schematic and Environmental
For the Hachar-Reuthinger Extension
(F.M. 1472 to IH-35 West Frontage Road)

This agreement is entered into between the County of Webb, a political subdivision of the State of Texas, hereinafter referred to as "County" and the City of Laredo, a municipal corporation and home rule city, hereinafter referred to as "City" pursuant to Chapter 791 Texas Government Code;

WHEREAS, County and City desire to cooperate and collaborate on the Preliminary Engineering including Schematic and Environmental for the Hachar-Reuthinger Road from F.M. 1472 to the IH-35 West Frontage Road.; and

WHEREAS, County and City each have the authority to conduct Preliminary Engineering including Schematic and Environmental; and

WHEREAS, County has entered into an Advance Funding Agreement with the State of Texas, by and through the Texas Department of Transportation, to provide Preliminary Engineering including Schematic and Environmental for Hachar Road extension from 0.1 miles east of Beltway Parkway to IH-35 West Frontage Road (across Reuthinger Living Trust Property); and

WHEREAS, the City of Laredo has entered into an agreement with VERDE CORP., a Texas Corporation, to develop and submit a schematic, environmental document (covering the proposed alignment of an approximate 400 ft. wide strip of land which crosses the N.D. Hachar tract from Mines Road (FM 1472) traversing the property to approximately 0.1 mile east of Beltway Parkway) and to coordinate its efforts with Webb County's efforts to prepare and submit a single, unified schematic and environmental assessment; and

WHEREAS, County and City have retained the services of a consultant to prepare the Preliminary Engineering, Schematic and Environmental in sufficient detail to request a Finding of No Significant Impact (FONSI) from TxDOT; and

WHEREAS, the State of Texas, by and through the Laredo District of the Texas Department of Transportation has requested that one local government be designated to submit one schematic and environmental document which includes both the N.D. Hachar tract and the Reuthinger Living Trust tract (being from Mines Road FM 1472 to the IH-35 West Frontage Road); and

WHEREAS, County and City find that it is in the best interest of the public to designate County as the local government responsible for submitting a single, unified schematic and environmental to the State of Texas.

Now, therefore, City and County agree as follows:

Section 1. County agrees to pay for the Preliminary Engineering, Schematic and Environmental across the Reuthinger Living Trust property.

Section 2. City agrees to pay for the Preliminary Engineering, Schematic and Environmental across the N.D. Hachar Trust property.

Section 3. County shall be responsible for coordinating the efforts of consultant/s and ensure that Preliminary Engineering, Schematic and Environmental document is produced by City and County's consultant and submitted to TxDOT in sufficient detail to request a Finding of No Significant Impact (FONSI).

Section 4. County shall be responsible for submitting one Preliminary Engineering, Schematic and Environmental document to TxDOT and request a Finding of No Significant Impact (FONSI) from TxDOT.

Section 5. It is agreed and acknowledged by both parties hereto that each shall pay consultant/s as per their contracts with consultant/s

Section 6. Any additional cost associated with additional services to be performed shall be the sole obligation of the party incurring them.

Section 7. Any notices required to be sent by or to either party, or which either party may desire to serve upon the other, shall be in writing and shall be served by either personal delivery or mail, or mail addressed as follows:

TO THE COUNTY:
Webb County Judge
Webb County Courthouse
3rd Floor
1000 Houston
Laredo, Texas 78040

TO THE CITY:

City Manager
City Hall
1110 Houston
Laredo, Texas 78040

copy to:

City Attorney
1110 Houston St.
Laredo, Texas 78040

Section 8. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

Section 9. Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

Section 10. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

Section 11. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.

Section 12. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof.

Section 13. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.

Section 14. Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

Section 15. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to constitute an original, and such counterparts shall together constitute but one and the same document.

Section 16. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

Section 17. No rights created. This Agreement is not intended to and does not create any rights or interest in persons not a party hereto.

Section 18. Immunity. Neither County or City waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

Section 19. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

This contract was approved by the Commissioners Court of Webb County on the _____ day of July, 2019, and by the City Council of the City of Laredo, on the _____ day of _____, 2019.

WEBB COUNTY
A political subdivision of the
State of Texas

ATTEST:

_____
Margie Ramirez Ibarra
Webb County Clerk

_____
Tano E. Tijerina
Webb County Judge
Signed this ____ day of _____, 2019.

APPROVED AS TO FORM:

_____

Nathan R. Bratton
General Counsel
Civil Legal Division

*By law, the County Attorney's Office may only advise r approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

CITY OF LAREDO
A Texas municipal corporation.

ATTEST:

_____

Jose A. Valdez, Jr.
City Secretary

_____

Rosario C. Cabello
Interim Co-City Manager
Signed this _____ day of _____, 2019.

APPROVED AS TO FORM:

_____

Kristina Laurel Hale
City Attorney

_____

Robert A. Eads
Interim Co-City Manager
Signed this _____ day of _____, 2019.

RESOLUTION NO. 2019-R-___

AUTHORIZING THE CO-INTERIM CITY MANAGERS TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF LAREDO AND WEBB COUNTY FOR THE PRELIMINARY ENGINEERING INCLUDING SCHEMATIC AND ENVIRONMENTAL FOR THE HACHAR-REUTHINGER EXTENSION (F.M. 1472 TO IH-35 WEST FRONTAGE ROAD); AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo and other local governments can act by and through their authorized officers to execute this Agreement pursuant to Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act; and

WHEREAS, the City of Laredo (the "City") and the County of Webb (the "County") desire to cooperate and collaborate on the Preliminary Engineering including Schematic and Environmental for the Hachar-Reuthinger Road from F.M. 1472 to the IH-35 West Frontage Road; and

WHEREAS, City and County each have the authority to conduct Preliminary Engineering including Schematic and Environmental; and

WHEREAS, the City of Laredo has entered into an agreement with VERDE CORP., a Texas Corporation, to develop and submit a schematic, environmental document (covering the proposed alignment of an approximate 400 ft. wide strip of land which crosses the N.D. Hachar tract from Mines Road (FM 1472) traversing the property to approximately 0.1 mile east of Beltway Parkway) and to coordinate its efforts with Webb County's efforts to prepare and submit a single, unified schematic and environmental assessment; and

WHEREAS, County has entered into an Advance Funding Agreement with the State of Texas, by and through the Texas Department of Transportation, to provide Preliminary Engineering including Schematic and Environmental for Hachar Road extension from 0.1 miles east of Beltway Parkway to IH-35 West Frontage Road (across Reuthinger Living Trust Property); and

WHEREAS, City and County have retained the services of a consultant to prepare the Preliminary Engineering, Schematic and Environmental in sufficient detail to request a Finding of No Significant Impact (FONSI) from TxDOT; and

WHEREAS, the State of Texas, by and through the Laredo District of the Texas Department of Transportation has requested that one local government be designated to submit one schematic and environmental document which includes both the N.D. Hachar tract and the Reuthinger Living Trust tract (being from Mines Road FM 1472 to the IH-35 West Frontage Road); and

WHEREAS, the City Council finds that it is in the best interest of the public to designate

the County as the local government responsible for submitting a single, unified schematic and environmental to the State of Texas.

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

Section 1: The Co-Interim City Managers are hereby authorized to enter into and execute an Interlocal Cooperation Agreement, attached hereto as Exhibit A, between the City of Laredo and the County of Webb for the Preliminary Engineering including Schematic and Environmental for the Hachar for the Hachar-Reuthinger Extension (F.M. 1472 to IH-35 West Frontage Road).

Section 2: This Resolution is effective immediately upon passage.

DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF_____, 2019.

_____
PETE SAENZ
MAYOR

ATTESTED:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY

BY: _____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

DAVIS/
SANTOS/P.C.

Sarah Santos
ssantos@dslawpc.com

July 23, 2019

WEBB COUNTY ENGINEERING DEPT.
Attn: Mr. Guillermo Cuellar
1620 Santa Ursula
Laredo, Texas 78040

Via E-mail: gbcuellar@webbcountytx.gov

Via Hand-Delivery
Received by: MARTHA H. PALACIOS
Printed Name
OFFICE MANAGER
Title
Signature
Date Received: 7/23/19 3:08pm

Re: **Hachar-Reuthinger Loop Public Meeting Held July 9, 2019 / CSJ's No. 0922-33-165 and 0922-33-166**

Dear Mr. Cuellar,

Please be advised that my firm represents Webb Commercial Development, Inc. ("**Webb Commercial**"), a property owner that would be substantially affected by the proposed construction of the new Hachar-Reuthinger Highway from FM 1472 (Mines Road) to I-35 Frontage Road (the "**Proposed Highway**"). Kindly direct all future correspondence on this matter to me or my partner, Jason Davis.

By way of background, Webb Commercial purchased a tract of land containing 185.43 acres (the "**Webb Commercial Tract**") on or about August 19, 2015 from Lilia Jeanette Hachar, David A. Hachar, Lilia Ethel Jasso, Guadalupe Hachar de la Fuente Trust, Olga Hachar LaVaude Trust, George L. Hachar Trust, Guadalupe Hachar Didieu Trust, and Nicholas David Hachar Estate Trust (collectively, the "**Hachar Trust Parties**"). This tract is located between property owned by one or more Hachar Trust Parties and property owned by the Reuthinger Living Trust. The Proposed Highway purports to cross the Webb Commercial Tract at the southwest corner.

As the City of Laredo is aware, on or about October 21, 2014, representatives of Webb Commercial met with the City Manager and several City of Laredo department heads to discuss the fact the Webb Commercial held an option to purchase the Webb Commercial Tract through which the Proposed Highway was expected to run. At this meeting, Webb Commercial informed the City of Laredo's representatives that it was not agreeable to donating land for the Proposed Highway as it was purchasing such land from the Hachar Trust Parties for considerable compensation. After further discussion and representations to Webb Commercial that it stood to benefit from the four corners of the intersection of the Proposed Highway and Beltway Parkway, Webb Commercial informed the City that it would help facilitate the construction of the

Proposed Highway on the Webb Commercial Tract provided Webb Commercial was adequately compensated.

At or near the time that Webb Commercial purchased the Webb Commercial Tract, it was provided a copy of a March 11, 2015 "Hachar Loop Project Location Map" prepared by Dannenbaum Engineering ("**Dannenbaum**"), which showed the Proposed Highway's location and alignment. A copy of the same is attached as Exhibit A to this letter. Then, shortly after Webb Commercial purchased the Webb Commercial Tract, a representative of Dannenbaum contacted Webb Commercial to request access to the Webb Commercial Tract. Based on Webb Commercial's prior discussions with the City of Laredo, Dannenbaum's March 11, 2015 "Hachar Loop Project Location Map," and Webb Commercial's expectations arising from both, Webb Commercial provided the City of Laredo and Dannenbaum with written permission to enter upon the Webb Commercial Tract to perform the required engineering on the same.

After providing the requested access, Webb Commercial was not included in, consulted or privy to any discussions or design strategies with Dannenbaum or others regarding the alignment or location, or any changes thereto, of the Proposed Highway.

Given this background and these circumstances, while Webb Commercial is generally in favor of the Proposed Highway, it has never consented and does not intend to consent to the proposed taking without adequate and just compensation. Moreover, Webb Commercial has important concerns with regards to the most recent proposed alignment and location of the Proposed Highway across the Webb Commercial Tract.

Mrs. Irma G. Garza Montemayor, Webb Commercial's General Manager, submitted written comments and concerns on behalf of Webb Commercial at the Public Meeting held on July 9, 2019. A copy of the submission is attached as Exhibit B to this letter and incorporated herein by reference. As Mrs. Garza outlines and explains in her written comments, without adequate and just compensation for the proposed taking and certain concessions by adjoining landowners, the Proposed Highway would greatly harm Webb Commercial and cause Webb Commercial to incur substantial damages.

Specifically, the Proposed Highway, with its current location and alignment, would, among other things:

1. inflict undue hardship on Webb Commercial and cause Webb Commercial to incur substantial damages considering: (i) the proposed taking represents over 20% of the total Webb Commercial Tract; (ii) the price that Webb Commercial paid the Hachar Trust Parties per acre for the Webb Commercial Tract; (iii) the residual damage to the Webb Commercial Tract at three of the corners of the proposed intersection of the Proposed Highway and Beltway Parkway; and, (iv) the limited benefit of the Proposed Highway to the remaining Webb Commercial acreage given that it already has access to Interstate 35;

2. affect and negatively impact an approved plat that Webb Commercial obtained pertaining to the Webb Commercial Tract at a significant cost;

3. prevent Webb Commercial from being able to reasonably develop three of the four corners of the intersection between Beltway Parkway and the Proposed Highway;

4. leave undefined who bears the cost for the construction of the necessary extension of Beltway Parkway and the timeline for such construction;

5. negatively impact the use of Beltway Parkway if the proposed extension of Beltway Parkway is not built with the materials and to the specifications necessary to meet the required standards for use by heavy vehicles;

6. negatively impact the remaining acreage Webb Commercial Tract if the Proposed Highway does not extend to the property line between the Webb Commercial Tract and the Reuthinger tract; and

7. negatively impact the remaining acreage of the Webb Commercial Tract if the frontage roads and shoulders and associated retaining walls are not constructed to provide the proper support and access to the acreage that will front the Highway on both sides.

Moreover, Webb Commercial has concerns with regards to: (i) the access of the four corners created by the intersection of the Proposed Highway and Beltway Parkway to the access roads of the Proposed Highway given access restrictions at the intersection; (ii) the timing of the construction of the shoulders and the frontage roads, the elevation of the same, and the required retaining structures; (iii) the timing of construction of the full and ultimate design of the Proposed Highway in the section that crosses the Webb Commercial Tract; and (iv) the Proposed Highway terminating at 0.1 miles east of Beltway Parkway during Phase 1 rather than being extended to the property line between the Webb Commercial Tract and the Reuthinger tract.

Currently, neither Dannenbaum's March 11, 2015 "Hachar Loop Project Location Map" or any other schematics provided by Dannenbaum to date provide the location of the Webb Commercial Tract. Webb Commercial has made its own efforts to superimpose the Webb Commercial Tract on the schematics of the Proposed Highway and to compare the location and alignment proposed by Dannenbaum in 2015 to the location and alignment being proposed today. However, because Webb Commercial may not have all the specific information necessary to create an accurate depiction, Webb Commercial would request that Dannenbaum superimpose the Webb Commercial Tract on the schematics of the Proposed Highways and provide the same to Webb Commercial for review. Attached as Exhibit C is a copy of the Warranty Deed pertaining to the Webb Commercial Tract for use by Dannenbaum. If the revised schematics are acceptable to Webb Commercial, we would propose they be used by all parties to attempt to resolve the concerns and objections set forth in Exhibit B and herein.

Webb Commercial welcomes further dialogue on these and other concerns it has with the Proposed Highway and trusts that the above issues can be resolved amicably. We look forward to working with you and all other interested parties to reach agreements that are mutually beneficial to all.

If you have any questions or require any other information at this time, please do not hesitate to contact me or Jason Davis at 210-853-5882.

Sincerely,

Sarah Santos

Cc: Texas Department of Transportation — *Via CMRRR: 7017 2620 0000 1409 6373*
Attn: David M. Salazar, Jr, P.E.
Laredo District Engineer
1817 Bob Bullock Loop
Laredo, Texas 78043-9770

City of Laredo — *Via CMRRR: 7017 2620 0000 1409 6380*
Attn: The Honorable Pete Saenz, Mayor
1110 Houston Street
Laredo, Texas 78040

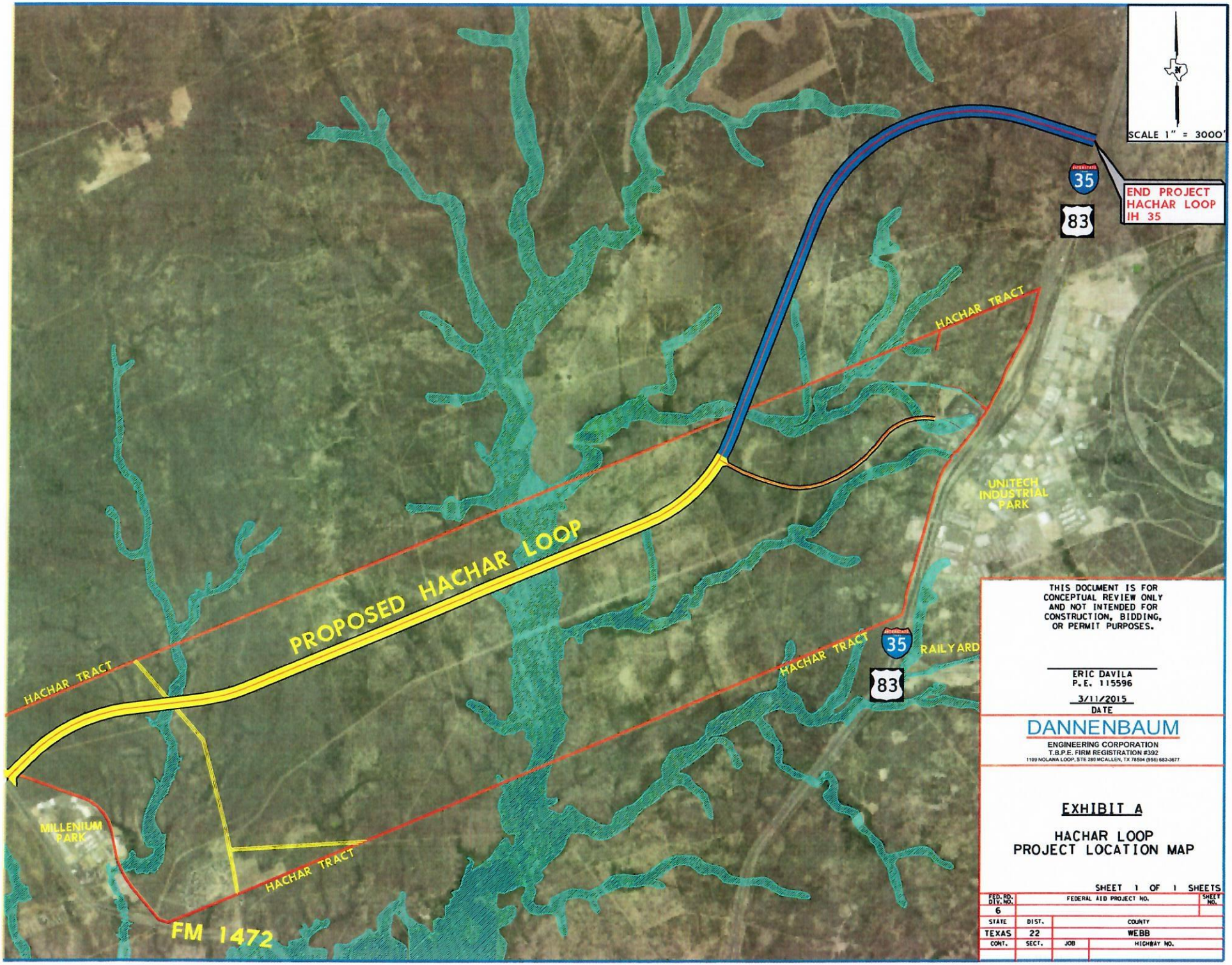
Verde Corp. — *Via CMRRR: 7017 2620 0000 1409 6397*
Attn: Nicholas Van Steenberg, President
7718 McPherson Road, Suite 304
Laredo, Texas 78045

Webb County — *Via CMRRR: 7017 2620 0000 1409 6403*
Attn: The Honorable Tano Tijerina,
Webb County Judge
1000 Houston St., 3rd Floor
Laredo, Texas 78040

Reuthinger Living Trust — *Via CMRRR: 7018 1830 0000 5535 1452*
Attn: Viola Hortense Reuthinger, Trustee
2102 Gustavus St.
Laredo, Texas 78043-2339

Dannenbaum Engineering — *Via CMRRR: 7018 1830 0000 5535 1469*
Attn: Gustavo O. Lopez, P.E. — *Via E-mail: gustavo.lopez@dannenbaum.com*
Vice President / Director South Texas Transportation Division
415 Embassy Oaks, Suite 102
San Antonio, Texas 78216

Exhibit A



THIS DOCUMENT IS FOR CONCEPTUAL REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

ERIC DAVILA
P.E. 115596

3/11/2015
DATE

DANNENBAUM
ENGINEERING CORPORATION
T.B.P.E. FIRM REGISTRATION #392
1109 NOLANA LOOP, STE 280 MCALLEN, TX 78504 (956) 682-3677

EXHIBIT A

HACHAR LOOP
PROJECT LOCATION MAP

SHEET 1 OF 1 SHEETS

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			
STATE	DIST.	COUNTY	
TEXAS	22	WEBB	
CONT.	SECT.	JOB	HIGHWAY NO.

Exhibit B

1/3 Q

Hachar-Reuthinger Loop
CSJ's No. 0922-33-165 and 0922-33-166
Public Meeting
July 9, 2019

The City of Laredo and Webb County thank you for attending this Public Meeting and welcome your comments on the proposed construction of the Hachar-Reuthinger Highway. Please complete the following information and place your completed sheet in the box or return it by mail to the Webb County Engineering Department, 1620 Santa Ursula, Laredo, Texas 78040, Attn: Guillermo Cuellar. Verbal comments can be made through the phone at (956) 523-5652. Comments must be received on or before July 23, 2019 to be part of the official meeting record.

Name: IRMA G. GARZA MONTEMAYOR

Organization or Affiliation: WEBB COMMERCIAL DEVELOPMENT INC. (WEBB)

Address: 7305 SAN DARIO AVE. / SUITE 6 PMB #330 LAREDO, TX 78045

Telephone Number: +52 1 81 83 96 99 00 (956) 602-0699

Email Address: irma.garza@grupo san marino.mx.

Your comments (use additional sheets if necessary): I HAVE HAD A CONVERSATION WITH GUSTAVO LOPEZ (DANNENBAUM) DURING WHICH THE CONCERNS OF WEBB AND POSSIBLE SOLUTIONS WERE DISCUSSED. WEBB INTENDS TO PROVIDE A WRITTEN STATEMENT OF ITS POSITION TO TEX-DOT, THE CITY OF LAREDO AND DANNENBAUM PRIOR TO JULY 23, 2019. A SCHEMATIC ILLUSTRATING SOME OF THE CONCERNS OF WEBB WERE PROVIDED TO GUSTAVO LOPEZ. WEBB IS IN FAVOR OF THE PROJECT, BUT IS NOT IN FAVOR OF DONATING ALL OR SOME OF THE RIGHT OF WAY ON WEBB'S PROPERTY, UNLESS CONCESSIONS ARE MADE BY THE ADJOINING LANDOWNERS. THE AMOUNT OF WEBB ACREAGE NEEDED FOR THE RIGHT OF WAY WOULD IMPOSE AN UNDUE BURDEN ON WEBB CONSIDERING THE AMOUNT OF ACREAGE THAT WEBB OWNS, THE AMOUNT PAID FOR THE ACREAGE AND THE LIMITED BENEFIT TO THE REMAINING WEBB ACREAGE. IN ADDITION WEBB HAS A RECORDED PLAT THAT WILL BE NEGATIVELY IMPACTED

Irma G. Garza

Hachar-Reuthinger Loop
CSJ's No. 0922-33-165 and 0922-33-166
Public Meeting
July 9, 2019

The City of Laredo and Webb County thank you for attending this Public Meeting and welcome your comments on the proposed construction of the Hachar-Reuthinger Highway. Please complete the following information and place your completed sheet in the box or return it by mail to the Webb County Engineering Department, 1620 Santa Ursula, Laredo, Texas 78040, Attn: Guillermo Cuellar. Verbal comments can be made through the phone at (956) 523-5652. Comments must be received on or before July 23, 2019 to be part of the official meeting record.

Name: _____

Organization or Affiliation: _____

Address: _____

Telephone Number: _____

Email Address: _____

Your comments (use additional sheets if necessary): BY THE TEXDOT RIGHT OF WAY AND THE SCHEDULED EXTENSION OF BELTWAY PARKWAY. IN ADDITION THE LOCATION OF THE INTERSECTION OF BELTWAY PARKWAY AND THE HACHAR-REUTHINGER LOOP PREVENTS THE COMMERCIALLY REASONABLE DEVELOPMENT OF THREE OF THE FOUR CORNERS OF SUCH INTERSECTION AS WELL AS THE PROPERTY LEADING UP TO THE INTERSECTION. THERE IS A CONCERN WITH RESPECT TO WHETHER THE EXTENSION OF BELTWAY PARKWAY WILL BE BUILT WITH THE MATERIALS NECESSARY TO WITHSTAND THE HEAVY AXIL COUNT AND WEIGHT THAT WILL BE CARRIED ON THE ROAD. THE ACCESS OF THE FOUR CORNERS TO THE ACCESS ROADS OF THE LOOP IS ALSO A CONCERN. IN ADDITION, THE TIMING OF THE CONSTRUCTION OF THE SHOULDERS AND THE FRONTAGE ROADS, AS WELL AS THE ELEVATION THEY WILL BE BUILT AT AND THE REQUIRED RETAINING STRUCTURES ARE ALSO A CONCERN.

Hachar-Reuthinger Loop
CSJ's No. 0922-33-165 and 0922-33-166
Public Meeting
July 9, 2019

The City of Laredo and Webb County thank you for attending this Public Meeting and welcome your comments on the proposed construction of the Hachar-Reuthinger Highway. Please complete the following information and place your completed sheet in the box or return it by mail to the Webb County Engineering Department, 1620 Santa Ursula, Laredo, Texas 78040, Attn: Guillermo Cuellar. Verbal comments can be made through the phone at (956) 523-5652. Comments must be received on or before July 23, 2019 to be part of the official meeting record.

Name: _____

Organization or Affiliation: _____

Address: _____

Telephone Number: _____

Email Address: _____

Your comments (use additional sheets if necessary): WEBB ALSO OBJECTS TO THE PROJECT TERMINATING AT 0.1 MILES EAST OF BELTWAY PARKWAY. WEBB BELIEVES THAT THE LOOP SHOULD EXTEND TO THE BOUNDARY OF THE HACHAR AND REUTHINGER TRACT. WEBB BELIEVES ALL OF THOSE ISSUES CAN BE RESOLVED AND LOOKS FORWARD TO WORKING WITH TEX-DOT, THE CITY OF LAREDO AND ADJOINING LANDOWNERS IN REACHING THE NECESSARY RESOLUTIONS.

SINCERELY

IRMA G. GARZA MONTEMAYOR

GENERAL MANAGER

WEBB COMMERCIAL DEVELOPMENT INC.

JULY 9th, 2019.

Exhibit C

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WEBB §

THAT THE UNDERSIGNED, **David A. Hachar, Lilia Jeanette Hachar and Lilia Ethel Jasso, all individually and Falcon International Bank, as Trustee of all the Trusts created under the Last Will and Testament of Nicolas D. Hachar; Louis P. LaVaude and George L. "Buddy" Hachar, Jr., as Co-Trustees of the Nicolas David Hachar Estate Trust aka N.D. Hachar Estate Trust**, acting herein by and through its duly authorized agent, hereinafter called "Grantor", whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable consideration to the undersigned in hand paid to Grantor by Webb Commercial Development, Inc., a Texas Corporation, hereinafter called Grantee, whose mailing address is 6909 Springfield Ave., Suite 200, Laredo, Texas, 78041, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee of one certain promissory note of even date herewith in the principal sum of SIX MILLION SIX HUNDRED NINETEEN THOUSAND EIGHT HUNDRED FIFTY AND NO/100THS ($6,619,850.00) DOLLARS, payable to the order of TEXAS COMMUNITY BANK, as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to Joe Sanchez, Trustee, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Grantee, the real property described as follows:

The Surface Only to a tract of land containing 185.43 acres (8,077,212 S.F.), more or less, situated in Porcion 12, SANTIAGO SANCHEZ ORIGINAL GRANTEE, ABSTRACT 278 and Porcion 13, JOSE M. GARCIA ORIGINAL GRANTEE, City of Laredo, Webb County, Texas, said 185.43 acre tract of land being out of a called 6,132.06 acre tract of land deeded to N.D. Hachar in Volume 303, Pages 164-172, Deed Records, Webb County, Texas and being more particularly described as follows:

COMMENCING at a found concrete monument (N:17,140,446.58, E:670,893.74) being the Northerly corner of Travel Center of America boundary as recorded in Volume 26, Pages 10-17 of the Webb County Map Records, Texas also being an exterior corner of N.D. Hachar Industrial Park, Phase I as recorded in Volume 29, Pages 17-18 of the Webb County Map Records, Texas, THENCE, South 65 degrees 40 minutes 55 seconds West, a distance of 7286.64 feet to a found 1/2 inch iron rod being the West corner of Webb Commercial Development, Inc. being a 219.28 acre tract as per deed recorded in Volume 3509, Pages 185-195, W.C.D.R. for an interior corner of this tract with coordinates of (N:17,137,899.141, E:665,461.054) and the TRUE POINT OF BEGINNING;

THENCE, South 72 degrees 22 minutes 09 seconds East, along the Southern

Landtitle Texas, L.L.C.
GF No. 1500132

boundary line of said 219.28 acres tract, a distance of 703.74 feet to a point on a curve having a radius of 2260.0 feet, chord of South 81 degrees 08 minutes 26 seconds East, 689.28 feet;

THENCE, along said curve continuing along said 219.28 acre tract and into said 81.10 acre tract and arc length of 691.98 feet to a non-tangent point of being on the West side of Utility Easement being 3.55 acres as recorded in Volume 2677, Pages 774-782, W.C.D.R., for an exterior corner hereof;

THENCE, South 07 degrees 38 minutes 40 seconds West, along said Utility Easement, a distance of 1068.43 feet to a set 1/2 inch iron rod for an exterior corner hereof;

THENCE, North 74 degrees 46 minutes 44 seconds West, a distance of 2666.21 feet to a set 1/2 inch iron rod for a deflection point hereof;

THENCE, North 56 degrees 17 minutes 17 seconds West, a distance of 518.56 feet to a set 1/2 inch iron rod for an exterior corner hereof;

THENCE, North 33 degrees 42 minutes 43 seconds East, a distance of 1055.00 feet to a set 1/2 inch iron rod for an exterior corner hereof;

THENCE, North 61 degrees 31 minutes 08 seconds West, a distance of 677.00 feet to a set 1/2 inch iron rod for an interior corner hereof;

THENCE, South 35 degrees 10 minutes 39 seconds West, a distance of 993.60 feet to a set 1/2 inch iron rod for an exterior corner hereof;

THENCE, North 56 degrees 17 minutes 17 seconds West, a distance of 1658.92 feet to a set 1/2 inch iron rod being approximately 25 feet from the North boundary line of said N.D. Hachar Ranch, for the Northwest corner hereof;

THENCE, North 67 degrees 50 minutes 47 seconds East, following North boundary line of said N.D. Hachar Ranch approximately with a 25 foot offset, a distance of 3257.68 feet to a set 1/2 inch iron rod, for the most Northerly corner hereof;

THENCE, South 67 degrees 01 minutes 58 seconds East, a distance of 1360.62 feet to a found 1/2 inch iron rod being the Northwest corner of said 219.28 acre tract, for an exterior corner hereof;

THENCE, South 17 degrees 37 minutes 51 seconds West, along said 219.28 acre Westerly boundary line, a distance of 1695.78 feet to the Point of Beginning of the 185.43 acre tract of land, more or less.

Grantor reserves for itself, its successor and assigns, and excepts from this conveyance, all of the ground water rights that pertaining to the real property (regardless of the method by which any

such ground water rights are produced), and it is understood that Grantee acquires no interests therein.

Grantor reserves for itself, its successor and assigns, and excepts from this conveyance, all of the oil, gas, coal, barite, uranium and all other minerals in, on and under the above described property (regardless of the method by which any such mineral or substance is, or may be mined or produced), and it is understood that Grantee acquires no interests therein; and this conveyance shall be subject to the rights of the owners of said oil, gas and other minerals and subject to such oil, gas and/or mineral leases as are currently in effect and as may be executed in the future. Surface minerals such as sand, gravel, caliche and dirt are being conveyed.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of the free uninterrupted, and perpetual use of, subject to the limitations set forth herein and in a separate right to maintain, a nonexclusive 30 foot wide access easement over the above described property. This easement is described in Exhibit A attached hereto and incorporated herein by reference. The easement is perpetual and nonexclusive, and Grantor reserves for Grantor and Grantors heirs, successors, and assigns the right to convey the easement or other rights to others, subject to the right of Grantee to improve the easement and dedicate the easement to the public. Notwithstanding any other provisions, within 60 days of the dedication and acceptance by the City of Laredo of the section of Beltway Parkway to be constructed over the section of the easement set forth above, the Grantor will execute a Termination of Easement in a form recordable with the Webb County Clerk.

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time:

1. Volume 1507, Page 814, Official Records, Webb County, Texas, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin, unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

2. Off-Site Variable Utility Easement as shown according to the map or plat thereof recorded in Volume 26, Pages 10-17, Map Records, Webb County, Texas.

3. Right of way easement granted to Central Power and Light Company, its successors and assigns, dated August 25, 1955, filed September 16, 1955 recorded in Volume 242, Page 429, Deed Records, and Delineation of Easement and Restrictive Covenant granted to AEP Texas Central Company, its successors and assigns, dated November 19, 2003, filed December 9, 2003, recorded in Volume 1507, Page 814, Official Records, Webb County, Texas.

4. Right of way easement granted to Medina Electric Cooperative, Inc., its successors and assigns, dated March 3, 1961, filed March 7, 2002 recorded in Volume 1182, Page 210, Official Records, Webb County, Texas.

5. Terms, conditions, restrictions, reservations, easements and right of ways as set forth in Partition Deed dated January 12, 1963, recorded in Volume 303, Page 164, Deed Records, Webb County, Texas.

6. Delineation of easement granted to Central Power and Light Company, its successors and assigns, dated December 16, 1994, filed January 20, 1995 recorded in Volume 281, Page 603, Official Records, Webb County, Texas.

7. Memorandum of Non-Exclusive Pipeline Right-of-Way Agreement granted to Eagle Ford Escondido Gathering, LLC, its successors and assigns, dated November 2, 2010, filed February 4, 2011, recorded in Volume 3047, Page 109, Official Records, Webb County, Texas.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns, to **WARRANT AND FOREVER DEFEND**, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

But it is expressly agreed that the Vendor's Liens, as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

The said Vendor's Lien and Superior Title herein retained are hereby transferred, assigned, sold and conveyed to TEXAS COMMUNITY BANK, its successors and assigns, the payee named in said note without recourse on Grantor.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OR ANY OTHER MATTERS AFFECTING OR RELATING TO THE PROPERTY OR ANY IMPROVEMENTS THEREON (OTHER THAN THE WARRANTY OF THE TITLE TO BE CONTAINED IN THIS DEED) , AND THE GRANTEE IS RELYING ENTIRELY ON THE GRANTEE'S INSPECTION AND INVESTIGATION OF THE PROPERTY WITH RESPECT TO ALL SUCH MATTERS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPRTY AND ANY IMPROVEMENTS THEREON ARE TO BE CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT THE GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (OTHER THAN WARRANTY OF TITLE TO BE CONTAINED IN THE DEED) CONCERNING THE PROPERTY THEREON, INCLUDING,WITHOUTLIMITATION,(i)THEVALUE,CONDITION,MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY AND ANY IMPROVEMENTS THEREON, (ii) THE MANNER OR QUALITY OF THE

CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY SUCH IMPROVEMENTS, (iii) ANY QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY AND ANY IMPROVEMENTS THEREON. GRANTOR IS NOT LIABLE OR BOUND IN ANY MATTER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN.

EXECUTED this 19th day of AUGUST, 2015.

David A. Hachar

Lilia Jeanette Hachar

Lilia Ethel Jasso

Falcon International Bank, as Trustee of all the Trusts
Created under the Last Will and Testament of Nicolas D. Hachar:
Guadalupe Hachar Didieu Trust
Olga Hachar LaVaude Trust
George L. Hachar Trust
Guadalupe Hachar de la Fuente Trust

By: _____
Nicholas Van Steenberg, President, Trust Department,
Falcon International Bank, Trustee of all the Nicolas D. Hachar Trusts

Nicolas David Hachar Estate Trust
aka N.D Hachar Estate Trust

By: _____
George L. Hachar, Jr., Trustee

Nicolas David Hachar Estate Trust
aka N.D Hachar Estate Trust

By: _____
Louis P. LaVaude, Trustee

THE STATE OF TEXAS §

COUNTY OF WEBB §

The foregoing instrument was acknowledged before me on the 19th day of AUGUST, 2015, by David A. Hachar.

DORA ALICIA SILVA
MY COMMISSION EXPIRES
October 1, 2018

Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

The foregoing instrument was acknowledged before me on the 19th day of AUGUST, 2015, by Lilia Jeanette Hachar.

DORA ALICIA SILVA
MY COMMISSION EXPIRES
October 1, 2018

Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

The foregoing instrument was acknowledged before me on the 19th day of AUGUST, 2015, by Lilia Ethel Jasso.

DORA ALICIA SILVA
MY COMMISSION EXPIRES
October 1, 2018

Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

The foregoing instrument was acknowledged before me on the 19th day of AUGUST, 2015, by Nicholas Van Steenberg, President of the Trust Department of Falcon International Bank, as Trustee of all the Trusts created under the Last Will and Testament of Nicolas D. Hachar, a state banking association, on behalf of said association.

DORA ALICIA SILVA
MY COMMISSION EXPIRES
October 1, 2018

Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

THESTATEOFTEXAS §

COUNTY OF WEBB §

The foregoing instrument was acknowledged before me on the 19th day of AUGUST, 2015, by George L. Hachar, Jr., Trustee of the Nicolas David Hachar Estate Trust aka N.D Hachar Estate Trust on behalf of said Trust.

DORA ALICIA SILVA
MY COMMISSION EXPIRES
October 1, 2018

Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

THESTATEOFTEXAS §

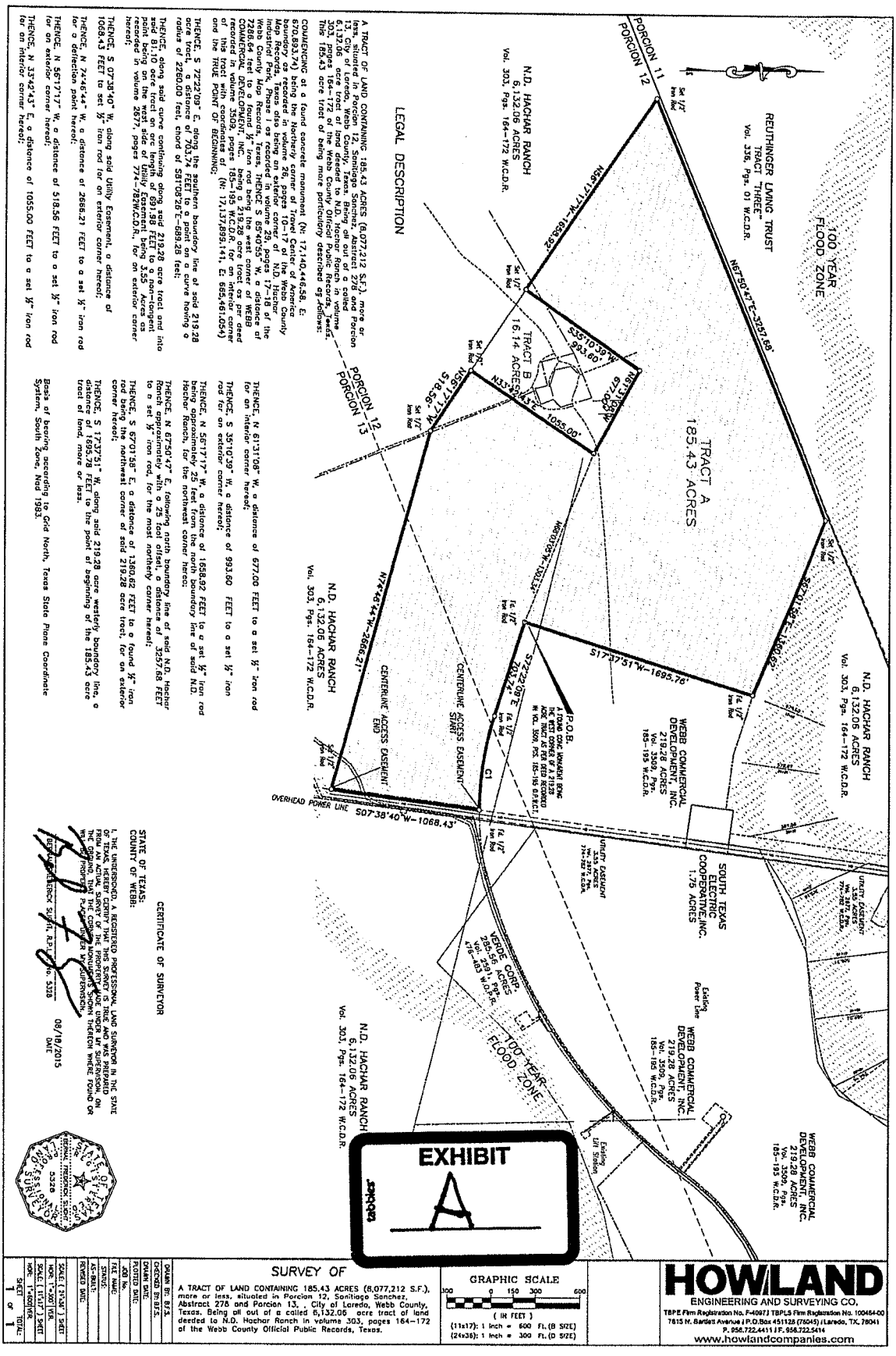
COUNTY OF WEBB §

The foregoing instrument was acknowledged before me on the 21st day of AUGUST, 2015, by Louis L. LaVaude, Trustee of the Nicolas David Hachar Estate Trust aka N.D Hachar Estate Trust on behalf of said Trust.

DORA ALICIA SILVA
MY COMMISSION EXPIRES
October 1, 2018

Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

Volume: 3845 Page: 348



HOWLAND
ENGINEERING AND SURVEYING CO.

LEGAL DESCRIPTION

Centerline Access Easement out of a 185.43 acre tract

CENTERLINE OF 1064.50 LF FOR AN ACCESS EASEMENT with a 15 feet on each side, more or less, situated in Porcion 13, City of Laredo, Webb County, Texas. Being out of a called 6,132.06 acre tract of land deeded to N.D. Hachar as per deed recorded in volume 303, pages 164-172 of the Webb County Deed Records, Texas. This centerline access easement being more particularly described as follows:

COMMENCING at a found ½" iron rod being the most westerly corner of a tract containing 219.28 acres as recorded in volume 3509, pages 185-195 of the Webb County Deed Records, Texas having a coordinate (N: 17,137,899.141 E: 665,461.054) THENCE, S 76°34'02" E, a distance of 1374.21 FEET to the **TRUE POINT OF BEGINNING;**

THENCE, S 07°38'40" W, paralleling the west side of Medina Electric Easement as per deed recorded in volume 461, pages 641 Webb County Deed Record, Texas, with a 15 foot offsite west, a distance of **1064.50 FEET** to the end of this access easement.

Basis of bearing according to Grid North, Texas State Plane Coordinate System, South Zone, Nad 1983.

EXHIBIT
tabbies
A-1

www.howlandcompanies.com
7615 N. Bartlett Avenue | P.O. Box 451128 (78045) | Laredo, TX 78041 P. 956.722.4411 | F. 956.722.5414
TBPE Firm Registration No. F-4097 | TBPLS Firm Registration No. 100464-00

STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND AT THE TIME STAMPED HERON BY ME AND WAS DULY RECORDED IN THE VOLUME AND PAGE OF THE OFFICIAL PUBLIC RECORDS OF WEBB COUNTY TEXAS AS STAMPED HEREON BY ME

Margie Ramirez Ibarra
COUNTY CLERK
WEBB COUNTY, TEXAS

Doc # 1242709
Recorded
8/28/2015 1:11:09 PM

Signed:
BY DEPUTY
MARGIE RAMIREZ IBARRA
COUNTY CLERK
Fees: $58.00

Engineering **b.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Ramon E. Chavez, P.E., City Engineer; Yvette Limon, Bridge Director

---

SUBJECT

Consideration for approval of amendment no. 3 an increase of $84,400.00 to the professional services contract with Structural Engineering Associates, Inc., San Antonio, Texas, for the World Trade International Bridge, US Customs Exit Booth Expansion for additional design, surveying and construction services for the FAST Lanes relocation portion of overall project. Current engineering contract amount with this amendment is $1,978,534.00. Funding is available in the Bridge Construction Fund-Buildings.

PREVIOUS COUNCIL ACTION

On November 20, 2017, City Council amendment no. 2 an increase of $1,341,684.00 design, bid and construction phase services for the weigh in motion scales at the existing U.S. Customs exit control booths; design, bid and construction phase services for the CBP 559 Donations Acceptance Program (DAP) Fast Lane Relocation Project; for the Presidential Permit Application preparation and coordination services for the World Trade International Bridge Expansion through the 2018 calendar year; and to create animated video presentation for Fast Lane Relocation Project.

BACKGROUND

This amendment no. 3 scope of services includes:

Install a new technology (Z-Portal) within the Lane #1 of the FAST Lanes Relocation Project. The inclusion of Z-Portal in the FAST Lanes Relocation Project required significant time and effort to revise the 559 DAP Program requirement and agreement document, as well as a redesign, additional surveying, and inclusion of multiple construction phases into the project. Also, CBP requested a temporary By-Pass Lane be paved to allow for interim processing of empty commercial vehicles and tractor only vehicles that required some additional design evaluation and additional surveying to incorporate into the overall construction plans. Integration of recently changed CBP design guides for Information Technology infrastructure, access control, and surveillance technology.

Breakdown for amendment no. 3 is as follows:

Complete design phase (additional design, re-design and additional survey)	$68,800.00
Construction phase (additional services due to phasing)	$4,200.00

Site survey (additional surveying due to Z-Portal and By-Pass Lanes)	$4,000.00
Overall project management for additional services (SEA)	$7,400.00
Total amendment no. 2	$84,400.00

Original engineering contract amount (Approved by City Council on September 19, 2016)	$111,840.00
Amendment no. 1 (Approved by City Council on January 17, 2017) To complete the conceptual design of weigh in motion scales in existing exit control lanes, to complete the conceptual design of fast lane donation acceptance program project for the World Trade International Bridge Expansion Project Preliminary Coordination and Consultation of Amended Presidential Permit.	$440,610.00
Amendment no. 2 (Approved by City Council on November 20, 2017) For design, bid and construction phase services for the weigh in motion scales at the existing U.S. Customs exit control booths; design, bid and construction phase services for the CBP 559 Donations Acceptance Program (DAP) Fast Lane Relocation Project; for the Presidential Permit Application preparation and coordination services for the World Trade International Bridge Expansion through the 2018 calendar year; and to create animated video presentation for Fast Lane Relocation Project.	$1,341,684.00
This amendment no. 3	$84,400.00
Current contract amount	$1,978,534.00

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	Bridge Construction Fund
Account #:	553-4050-585-9201
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the Bridge Construction Fund-Buildings.
Account No. 553-4050-585-9201

Attachments

Amendment No. 3 submitted by Structural Engineering Associates, Inc.

STRUCTURAL ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS

3838 N.W. LOOP 410
SAN ANTONIO, TX 78229

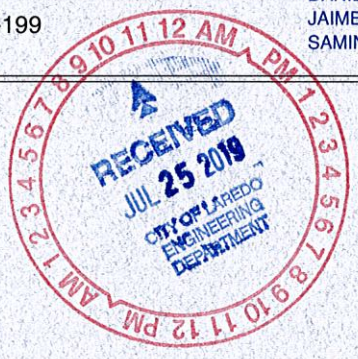
E-mail:
sea@seatx.com

(210) 735-9202
FAX (210) 735-2074

TBPE FIRM REGISTRATION No. F-199

DAVID T. COVARRUBIAS, P.E.
SALVADOR H. LOPEZ
SIDNEY "SID" A. MIELKE, P.E.
MARTIN R. COVARRUBIAS, P.E.
FARREN S. BASSE, P.E.
ERIC H. JAHELKA, P.E.
ADRIAN M. ROMERO, P.E.
MELVIN K. LARA, P.E.
JOHNNY E. MARTINEZ, P.E.
DANIEL B. RODRIGUEZ, P.E.
JAIME OZUNA JR., P.E.
SAMIN DEHKHARGHANIAN, P.E.

JOHNNIE C. CHING, P.E.
CHARLES F. GARZA
ERNEST J. MECHE, P.E.
DAVID A. ROCHA, P.E.
ALLEN G. SHIAU, P.E.
WILLIAM "MAC" M. GLEESON, P.E.
SAM O. PALOMERO, P.E.
MD NURUL AMIN, P.E.
DANIEL M. MORALES, P.E.
BINAYA SHRESTHA, P.E.
UMIT "JOHN" C. OKSUZ, P.E.
MANASA VANGIPURAM, P.E.



July 24, 2019

Ms. Gloria Saavedra, P.E.
The City of Laredo
1110 Houston Street
Laredo, Texas 78040

REF: World Trade Bridge – U.S. Customs Exit Booth Expansion - Amendment No. 3
- FAST LANE Relocation Project Design/Construction Phase & Survey Services

Dear Gloria,

As you are likely aware, there have been multiple changes to the FAST Lanes Relocation Project since we last requested an amendment to our contract for this overall World Trade Bridge Project. Our last amendment was requested in October 2017, and approved by City Council action soon thereafter. In early 2018, the CBP Field Office informed the City of Laredo and the design team that the agency desired to install a new technology (Z-Portal) within the lane #1 of the FAST Lanes Relocation project, and that this installation would occur prior to actual construction of the FAST Lanes Relocation project. The inclusion of the Z-Portal in the FAST Lanes Relocation Project required significant time and effort to revise the 559 DAP Program requirement and agreement documents, as well as a redesign, additional surveying, and inclusion of multiple construction phases into the project. Also, in early 2019, CBP requested that a temporary By-Pass Lane be paved through the FAST Lane Relocation Project footprint, as soon as possible, to allow for interim processing of empty commercial vehicles and tractor only vehicles. This inclusion of a temporary By-Pass Lane also required some additional design evaluation and additional surveying to incorporate it into the overall construction plans and phasing plans for the FAST Lanes Relocation project. Lastly, owing to significant additional time having elapsed since the original design fee submittal for the FAST Lanes Relocation Project, the requirements for Information Technology infrastructure, access control, and surveillance technology has changed within the CBP design guides, with increased design requirements now forced onto the FAST Lanes Relocation Project design team. These changes in the scope of work for the FAST Lanes Relocation Project has caused our design team to expend more time and design/drafting efforts than had been foreseen back in October 2017, with additional design efforts needing to be expended to complete the design phase and a small amount to supplement the construction phase for this project.

Therefore, we are requesting an amendment number 3 to our existing contract for the World Trade Bridge – U.S. Customs Exit Booth Expansion, as it relates to the design, surveying, and construction services for the FAST Lanes Relocation portion of the overall project. A brief summary, of the requested additional services is as follows:

COMPONENT 2 – FAST LANE RELOCATION PROJECT		
2D-1. Complete Design Phase (Add'l design, re-design & add'l survey)	= $	68,800.00
2F-1. Construction Phase (Add'l services due to phasing)	= $	4,200.00
2G-1. Site Survey (Add'l surveying due to Z-Portal & By-Pass Lanes)	= $	4,000.00
2H. Overall Project Management for Add'l Services (SEA)	= $	7,400.00
Subtotal FAST Lanes Request Amendment No. 3	= $	84,400.00

We have attached detailed spreadsheet breakdown for this amendment request, along with copies of proposal by our subconsultants. These additional services are intended to be a "Not to Exceed" value for the time period between July 1, 2019 and June 30, 2021. These additional services will only be billed as expended on an hourly plus expenses basis.

All exclusions which were included within our original scope of work, and the revised scope of work for amendments # 1 and #2 remain as exclusions for this amendment #3. As always, the City of Laredo's prompt attention is appreciated for this request, and should you have any further questions and/or comments concerning this matter, please feel free to contact us at our office in San Antonio, 210-735-9202.

Sincerely,

Sidney A. Mielke

Sidney A. Mielke, P.E.
Senior Project Manager

Cc: Mr. David T. Covarrubias, P.E., SEA
Ms. Yvette Limon, City of Laredo

Via email 07-24-19, original via Lone Star Overnite

CITY OF LAREDO
WORLD TRADE BRIDGE - U.S. CUSTOMS EXIT BOOTH EXPANSION
COMPONENT 2 - FAST LANE RELOCATION PROJECT
ADDITIONAL SERVICES DUE TO INCLUSION OF Z-PORTAL, DESIGN OF MULTIPLE CONSTRUCTION PHASES, ADDITIONAL OR SPECIALTY NETWORK INFRASTRUCTURE, ACCESS CONTROL & SURVEILANCE, PLUS ADDITIONAL SURVEYING REQUIRED TO SUPPORT Z-PORTAL AND BY-PASS LANE ADDITIONS

STRUCTURAL ENGINEERING ASSOCIATES, INC. ***SUMMARY AMENDMENT NO. 3 TO EXISTING CONTRACT*** ***19-Jul-19***
PROPOSED MANHOURS/FEES - TOTAL FEE PROPOSAL

Task Description	Project Manager	Sr. Stuctural Engineer	Structural Engineer	Jr. Eng'r/ EIT	CADD Operator	Clerical	Total Hours	Total Fee
2D-1. COMPLETE DESIGN PHASE - FAST LANE RELOCATION (ADDITIONAL SERVICES)								
SEA							0	$0.00
Frank Architects (Network Infrastructure, Access Control, and Surveilance Systems								$45,000.00
CEC (Re-Design Project for Z-Portal)								$8,400.00
CEC (Re-Design for Multiple Construction Phases								$11,800.00
CEC (Revise Completed Plans & CAD Files for Z-Portal & Multiple Construction Phases								$3,600.00
Sub-Total Add'l Design Services - FAST Lane Relocation								**$68,800.00**
2F-1. CONSTRUCTION PHASE SERVICES - FAST LANE RELOCATION (ADDITIONAL SERVICES)								
SEA								$0.00
Frank Architects								$0.00
CEC ***								$4,200.00
Sub-Total Add'l Construction Phase Services								**$4,200.00**
2G-1. PRELIMINARY SITE SURVEY (ADDITIONAL SURVEYS)								
CEC (Survey for Z-Portal Construction Stakeout)								$2,200.00
CEC (Survey to Locate By-Pass Lane Pavement & Temp. Booth/Barriers								$1,800.00
Sub-Total for Add'l Surveys								**$4,000.00**
2H. OVERALL COMPONENT PROJECT MANAGEMENT								
SEA	40							$7,400.00
	40	0	0	0	0	0	40	
Hourly Rates	$185.00	$185.00	$145.00	$104.00	$86.00	$74.00		**$84,400.00**

CEC
CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.

July 18, 2019

Structural Engineering Associates, Inc.
Sid Mielke, PE
3838 N.W. Loop 410
San Antonio, Texas 78229

E0556201

RE: Proposal for Additional Professional Services – Amendment #1
World Trade International Bridge Expansion Projects

Dear Mr. Mielke:

The Laredo Division of Civil Engineering Consultants (CEC) appreciates the opportunity to present this proposal to provide professional surveying and engineering services for the above referenced project. In response to your request, we offer the following fee proposal to provide additional services for the DAP 559 FAST Lane Relocation and the World Trade Bridge Expansion. Thus, unless otherwise instructed, the scope and principal elements of work for our services will include the following:

SCOPE OF WORK:

TASK 1 – ADDITIONAL SURVEYING – TEMPORARY CITY IMPROVEMENTS ($1,800.00)

1. *Conduct additional field survey of interim city improvements. Tie-in all newly constructed temporary city of Laredo improvements including but not limited to booths, barricades and paving.*
2. *Update CAD base drawing with the latest existing field data.*
3. *Provide an updated CAD file with updated data to team members.*

TASK 2 – Z-PORTAL DESIGN PHASE ($8,400.00)

1. *Meet w/ stakeholders and SEA to review proposed work areas.*
2. *Prepare and present a conceptual layout of the proposed improvements surrounding the proposed Z-Portal (by others)*
3. *Design Z-Portal ingress and egress roadway profile elevations.*
4. *Incorporate comments received. Incorporate the Z-Portal design into the FAST Lane Relocation plans. Re-submit plan sets as needed.*

TASK 3 – Z-PORTAL CONSTRUCTION PHASE ($4,200.00)

1. *Provide additional engineering services during the construction of the project to clarify and interpret the construction plans and specifications*
2. *Attend 4 construction progress meetings / conference calls, coordinate change orders (if required), review contractor pay requests and recommend payments to the Contractor*

TASK 4 – PHASE 0 & PHASE 1A FAST LANE PLAN SET FOR INTERIM IMPROVEMENTS ($11,800.00)

1. *Prepare a separate set of construction plans, details and specifications for the construction of Z-Portal improvements. Plan sheets to include survey control, storm drainage, roadway, grading, lighting and striping, storm water pollution prevention, dry utilities and details related to the construction of the Z-portal lane and related improvements in the area.*
2. *Update and resubmit a 90% plan set to the team members and stakeholders for review and comments.*
3. *Update and resubmit 100% construction plans, details and specifications to the team members and stakeholders.*

TASK 5 – FAST LANE PLAN SET UPDATE (INTERIM IMPROVEMENTS REMOVAL) ($3,600.00)

1. *Remove interim improvements from FAST Lane Relocation plan set. Edit and reorganize plan sheets to reflect interim improvements to be done by a separate plan set (refer to Task 4).*

FEE: Our Fee Budget for these services will be as follows:

Task 1 – Additional Surveying – Temporary City Improvements	$ 1,800.00
Task 2 – Z-Portal Design Phase	$ 8,400.00
Task 3 – Z-Portal Construction Phase	$ 4,200.00
Task 4 – Phase 0 & Phase 1A Fast Lane Plan Set for Interim Improvements	$ 11,800.00
Task 5 – Fast Lane Plan Set Update (Interim Improvements Removal)	$ 3,600.00
Total Fee:	**$ 29,800.00**

The following services are not included in the proposal and if needed; would require an additional services agreement:

1. *This proposal does not include an ALTA level survey.*
2. *This proposal does not include any governmental fees, if required.*
3. *This proposal does not include any subsurface utility research.*

GOVERNMENTAL FEES: Governmental fees are not anticipated for this project. If any fees are required, CEC assumes that the Owner will pay all fees. If requested by the Owner, CEC can pay fees that are less than $500, and if we do, we reserve the right to bill you for the amount advanced on your behalf plus 10%.

OTHER CHARGES: No other charges are anticipated for this project; however, should other additional services be required which necessitate travel, it will be added to your invoices, such as mileage at the rate of $0.60 per mile, overnight charges, reproduction charges, lodging and meals per diem at the rate of $35.00 per person per day plus actual cost of lodging and meals.

TERMS: You will be invoiced on a monthly basis for work performed. Payment of each invoice is due upon receipt. If any balances remain unpaid for more than 30 days, we reserve the right to charge interest at the rate of 1% per month. In addition, if any balance remains unpaid for 60 days or more, we reserve the right to suspend work until the account is brought current. Other terms and conditions are included in the Standard Terms and Conditions, attached.

SCHEDULE: The following project completion schedule is an estimate of time based on past experiences with projects of similar requirements. Once we receive the signed proposal and Notice to Proceed, we propose to complete the field work staking within 1 week.

ACCEPTANCE AND AUTHORIZATION TO PROCEED: To authorize us to proceed with this work, please sign in the space indicated below and return one copy to us. We will begin work upon your written notice to proceed and/or a signed copy of this proposal; to which, if authorized to proceed, you acknowledge acceptance of this proposal. This proposal is valid for 15 days from the date on this letter. After 15 days, CEC reserves the right to adjust the fee and schedule if necessary.

DELIVERABLES: CEC will provide SEA and its team members the following ***additional*** deliverables on this project:

- Survey Phase – Provide electronic file in AutoCAD format of the interim improvements by City of Laredo that were surveyed to all team members.
- FAST Lane Interim Improvements Phase – Provide electronic file in AutoCAD format of the proposed design line work to all team members. Provide construction plans and details in PDF format (11" x 17") for the 90% and 100% Submittal.

We appreciate the opportunity to provide you with our proposal for your important project. If you have any questions, please do not hesitate to contact me.

Sincerely,

CIVIL ENGINEERING CONSULTANTS
LAREDO DIVISION

Edward L. Ochoa, P.E., S.I.T., CFM
Senior Project Manager

By accepting this proposal, I certify that I am the owner of the property that will be improved by this work, or a legally authorized representative of the owner.

ACCEPTED:

_____
Printed Name, Title

_____
Signature

_____
Date

CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.

July 19, 2019

Structural Engineering Associates, Inc.
Sid Mielke, PE
3838 N.W. Loop 410
San Antonio, Texas 78229

E0556201

RE: Proposal for Additional Professional Services – Amendment #2
World Trade International Bridge Expansion Projects

Dear Mr. Mielke:

The Laredo Division of Civil Engineering Consultants (CEC) appreciates the opportunity to present this proposal to provide professional surveying services for the above referenced project. In response to your request, we offer the following fee proposal to provide additional services for the DAP 559 FAST Lane Relocation and the World Trade Bridge Expansion. Thus, unless otherwise instructed, the scope and principal elements of work for our services will include the following:

SCOPE OF WORK:

TASK 1 – CONSTRUCTION SERVICES – Z-PORTAL STAKING ($2,200.00)

1. *Receive Z-portal and pull box location information from design team.*
2. *Import pull box location data and update Phase 0 of the interim improvements design plans to reflect pull box locations.*
3. *Prepare construction staking data to be used by survey crew.*
4. *Field stake location of Z-Portal corners and field stake the location of 6 pull boxes in the vicinity of the Z-Portal as proposed on Phase 0 of the interim improvements design plans.*

FEE: Our Fee Budget for these services will be as follows:

Task 1 – Construction Services – Z-Portal Staking	$ 2,200.00
Total Fee:	**$ 2,200.00**

The following services are not included in the proposal and if needed; would require an additional services agreement:

1. *This proposal does not include an ALTA level survey.*
2. *This proposal does not include any governmental fees, if required.*
3. *This proposal does not include any subsurface utility research.*

GOVERNMENTAL FEES: Governmental fees are not anticipated for this project. If any fees are required, CEC assumes that the Owner will pay all fees. If requested by the Owner, CEC can pay fees that are less than $500, and if we do, we reserve the right to bill you for the amount advanced on your behalf plus 10%.

OTHER CHARGES: No other charges are anticipated for this project; however, should other additional services be required which necessitate travel, it will be added to your invoices, such as mileage at the rate of $0.60 per mile, overnight charges, reproduction charges, lodging and meals per diem at the rate of $35.00 per person per day plus actual cost of lodging and meals.

TERMS: You will be invoiced on a monthly basis for work performed. Payment of each invoice is due upon receipt. If any balances remain unpaid for more than 30 days, we reserve the right to charge interest at the rate of 1% per month. In addition, if any balance remains unpaid for 60 days or more, we reserve the right to suspend work until the account is brought current. Other terms and conditions are included in the Standard Terms and Conditions, attached.

SCHEDULE: The following project completion schedule is an estimate of time based on past experiences with projects of similar requirements. Once we receive the signed proposal and Notice to Proceed, we propose to complete the field work staking within 1 week.

ACCEPTANCE AND AUTHORIZATION TO PROCEED: To authorize us to proceed with this work, please sign in the space indicated below and return one copy to us. We will begin work upon your written notice to proceed and/or a signed copy of this proposal; to which, if authorized to proceed, you acknowledge acceptance of this proposal. This proposal is valid for 15 days from the date on this letter. After 15 days, CEC reserves the right to adjust the fee and schedule if necessary.

DELIVERABLES: CEC will provide SEA and its team members the following ***additional*** deliverables on this project:

- Field Staking of Z-portal corners and field staking of 6 pull boxes in the vicinity of the Z-portal.

We appreciate the opportunity to provide you with our proposal for your important project. If you have any questions, please do not hesitate to contact me.

Sincerely,

CIVIL ENGINEERING CONSULTANTS
LAREDO DIVISION

Edward L. Ochoa, P.E., S.I.T., CFM
Senior Project Manager

By accepting this proposal, I certify that I am the owner of the property that will be improved by this work, or a legally authorized representative of the owner.

ACCEPTED:

_____
Printed Name, Title

_____
Signature

_____
Date

FRANK ARCHITECTS INC

July 15, 2019

Sid Mielke, P.E.
Structural Engineering Associates, Inc.
3838 NW Loop 410
San Antonio, Texas 78229

A/E PROPOSAL – Amendment No. 01

Project:
World Trade Bridge – FAST Lane Relocation Project

A. Project Scope of Work:
The proposed scope of work is for normal architectural, mechanical, electrical, and plumbing services for:
~~1. (5) new weigh in motion scales at the existing exit control booths.~~
~~2. New weigh in motion scales at the new FAST lanes.~~
3. Relocation of the FAST lanes at World Trade Bridge.
4. Network infrastructure, access control, and surveillance as required.

B. Compensation:
Normal Architectural, Mechanical, Electrical, Plumbing Engineering, and Special Systems will be included in the work. Invoices will be submitted monthly. The amount invoiced will be calculated pursuant to the percentage-of-work-completed-to-date basis.

Total Compensation is two hundred seventy-five thousand dollars $ 275,000.00 to be broken down in the following phases:

~~1. New motion scales at the existing exit control booth: $20,000.00~~
~~a. Construction Documents $15,000.00~~
~~b. Bid Phase $1,000.00~~
~~c. Construction Administration $4,000.00~~

~~2. New motion scales at the new FAST lanes: $15,000.00~~
~~a. Construction Documents $12,000.00~~
~~b. Construction Administration $3,000.00~~

3. FAST Lanes relocation project: $230,000.00
   a. Conceptual Design $46,000.00
   b. Construction Documents $126,500.00
   c. Bid Phase $11,500.00
   d. Construction Administration $46,000.00

4. Network Infrastructure, access control, and surveilance $45,000.00
   a. Construction Documents $33,750.00
   b. Bid Phase $2,250.00
   c. Construction Administration $9,000.00

FRANK ARCHITECTS INC

C. Basic Services:

Architectural design will be based on the following current applicable codes for the City of Laredo and the State of Texas: International Building Code 2012; International Plumbing Code 2012; International Mechanical Code 2012; National Electrical Code 2011; International Energy Code 2015, and TDLR Texas Accessibility Standards.

D. Basic Services NOT included in this proposal:

1. Civil Engineering.
2. Structural Engineering.
3. ~~Security, Surveillance, or special systems design.~~
4. Traffic Design.
5. Accessibility Consultant (Owner Provided)
6. City of Laredo permitting and/or associated fees is not included in this proposal.
7. Detailed Construction Estimates.
8. Environmental Testing and Reports.
9. Geotechnical Testing and Reports.
10. Surveys or Surveying Services.
11. "As Built" Drawings.
12. 3D Animations
13. Reprographic printing.

E. Additional Services:

If additional services are required, those services will be billed hourly at the following rates:

Principal Time:	$ 200. an hour
Associate Time:	$ 150. an hour
CAD Time:	$ 95. an hour
Administration Time:	$ 45. an hour

F. Direct Reimbursable Expenses

Reimbursable expenses, such as reproductions, airline travel, car rental, car travel ($ 0.50 per mile), computer plots, postage, deliveries, etc., are billed in addition to professional fees at 1.1 times the actual cost to Frank Architects Inc.

G. Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Client and Frank Architects Inc., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Frank Architects Inc. and their subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, (referred to hereafter collectively as "Claims"), so that the total aggregate liability of Frank Architects Inc. and their subconsultants to all those named shall not exceed Frank Architects Inc.'s total fee for professional services rendered on this project ; provided, however, that (i) the foregoing limitation of liability shall not apply to the extent of any third party Claims that the Client may incur by reason of injury or damage sustained to any person or property arising out of or occurring in connection with negligent professional services by Frank Architects Inc., its agents, employees or contractors of its/ their duties and obligations under this Agreement.

FRANK ARCHITECTS INC

Once again thank you for allowing us to submit this proposal for your consideration. Please call me if you have any questions concerning the proposal.

Sincerely,

Rey Gonzalez
Sr. Project Manager
Frank Architects Inc.

Client Approval:

Signature Date

Printed Name / Title

Engineering C.

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Ramon E. Chavez, P.E., City Engineer

SUBJECT

Consideration for approval of acceptance of the CDBG Freddy Benavides Recreational (Sisters of Mercy) Water Feature (Lazy River) adjacent to the City of Laredo Cigarroa Recreation Center Swimming Pool at 2201 Zacatecas Street as complete, release retainage, and approval of final payment in the amount of $21,533.09 to RLI Insurance Co, the Surety company which completed the project after the contract was terminated with Ayala Pools dba Sunset Pools on December 20, 2018. The surety company, together with the City of Laredo, successfully completed the items not completed by the original contractor, Sunset Pools. There is an amount of $142,395.00 remaining including $71,000.00 plus $71,395.00 retainage. The remaining funds in the amount of $120,861.91 from the original contract will be used for other amenities on site. Final contract amount is $1,498,900.00. Funding is available in the Community Development Fund, Capital Improvements Fund, 2014 CO, 2015 CO and 2016 CO Issue.

PREVIOUS COUNCIL ACTION

On June 4, 2018, City Council denied a motion to add the automatic water levelers and automatic chlorinators in the amount of $9,000.00. However, City Council approved the two 250-foot water slides that were pending final approval and clarification as recommended by staff.

BACKGROUND

City Council approved the selection of Ayala Pools dba Sunset Pools on January 4th, 2016. On December 20, 2018, the City of Laredo terminated the contract with the contractor for the project, Ayala Pools dba Sunset Pools. After termination, the surety company, RLI Insurance Co, was notified it was to take over and complete the project. The surety company, together with the City of Laredo, successfully completed the items not completed by the original contractor, Sunset Pools. $142,395.00 remained from the original contract funds. The Surety company completed $21,533.09 worth of work. The remaining funds from the original contract will return to the City.

The original scope of services include, but is not limited to the following:

1. Build 4936 square feet of Lazy River (4 feet deep and 9 feet wide).
2. Build a kiddie Pool area consisting of approximately 2232 square feet. This project consists of a beach entrance in a pebble finish leading lo a 4 foot deep area of water. (Note this area includes 3 play structures: 1 bucket play structure, 1 (one) 8 ft. high mushroom and 6 Pentair LED Lighted bubblers).
3. Two slides 50 foot long each with a height of about 20 feet high).
4. One Kiddie pool water feature with water slides and various sprays and buckets).
5. Six Color Lighted Bubblers on shallow area of Kiddie Pool).
6. Build six new showers on lazy river area next to equipment room. All necessary equipment and plumbing as per city codes and specs.
7. Connect deck areas between Lazy river and existing pool.
8. All Engineering, Design and testing fees are included in the contract price.
9. Including all ADA certifications and city, state and federal requirements.

Original contract amount (Approved by City Council on January 26, 2016)	$1,300,000.00
Change order no. 1 (Approved by City Council on December 12, 2016) To add restrooms and showers and a perimeter security fence and to add sixty (60) calendar days to the construction contract time.	$198,900.00
Change Order No. 2 (Approved by City Manager on August 25, 2017) To add ninety (90) calendar days to the construction contract time.	$-0-
Change order no. 3 (Approved by City Council on January 24, 2018) To add one hundred sixty-six (166) calendar days to the construction contract time.	$-0-
Staff Report (Approved by City Council on March 19, 2018) Staff Report and motion to approve and negotiate a contract amendment for the acceptance of two 250-foot slides and a completion date.	$-0-

Staff Report (Approved by City Council on May 21, 2018) Staff report and motion to demand the liquidated damages incurred as of May 15, 2018, and to set a date of June 22, 2018, as the final deadline granted to Mr. Ayala to complete the project, after which he will be terminated from the project and liquidated damages will continue and to call on the bond contingent upon the non-completion of the project by the June 22 deadline, as amended.	$-0-
Change order no. 4 (Denied by City Council on June 4, 2018) To add the automatic water levelers and automatic chlorinators in the amount of $9,000.00. However, City Council approved the two 250-foot water slides that were pending final approval and clarification as recommended by staff.	$-0-
Final contract amount	$1,498,900.00

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	Comm. Development Fund
Account #:	211-0000-206-0100
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	Capital Improvements Fund
Account #:	402-0000-206-0100

Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	2014 CO Issue
Account #:	468-0000-206-0100
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	2015 CO Issue
Account #:	469-0000-206-0100
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	2016 CO Issue
Account #:	470-9822-535-4465
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Attachments

Final Costs
Contract Termination Letters

RLI | cbic an RLI Company

CONTRACTORS BONDING & INSURANCE COMPANY

CLAIM DEPARTMENT: P.O. BOX 3961 • PEORIA, IL 61612-3961
UPS/FEDEX: 9025 N. LINDBERGH DR • PEORIA, IL 61615-1431
P 800-444-0406
F 866-692-6796
RLICORP.COM

June 7, 2019

Via USPS/Email: rchavez@ci.laredo.tx.us
Ramon E. Chavez, P.E.
City Engineer
City of Laredo – Engineering Dept.
PO Box 579
Laredo, TX 78040-0579

Re:	Claim No.:	00435300
	Obligee:	City of Laredo
	Bond No.:	CSB0000985
	Principal:	Ayala Pools dba Sunset Pools
	Surety:	Contractors Bonding & Insurance Company
	Contract:	Freddy Benavides Recreational Water Feature Adjacent to the City of Laredo

Dear Mr. Chavez:

As you are aware, the City of Laredo (the "Obligee") opened the Freddy Benavides Water Park Lazy River (the "Project") to the general public on June 1, 2019 . Thereby, the Obligee has confirmed satisfactory completion and acceptance of the work outlined per the terms in the Memorandum of Understanding (the "Agreement") executed on 2/15/19 by Contractors Bonding & Insurance Company (the "Surety") and the Obligee. A copy of the Agreement is enclosed.

As you also know, the Surety has incurred costs in performance of the Surety's obligations outlined in the Agreement, in the amount of $21,533.09. A breakdown of these costs is also attached.

Pursuant to the terms of the Agreement, the Obligee is obligated to reimburse the Surety for all costs incurred from the remaining Contract Balance of $146,475.00.

Accordingly, this letter represents a formal request for reimbursement in the amount of **Twenty-one thousand Five-hundred Thirty-three and 09/100 dollars ($21,533.09)** per the terms of the Agreement. If this matter is to be resolved consensually, we will need to receive all amounts set forth above within twenty (20) days from the date of this letter.

Lastly, please execute and return the attached Unconditional Release of the Bond to finalize the closeout of this matter.

CONTRACTORS BONDING & INSURANCE COMPANY

This letter is written under a full reservation of rights by the Surety to assert any legal or equitable defenses to any and all further claims on the Bond, including any applicable statute of limitations, notice, and/or suit filing requirements. Any actions the Surety has taken or may take does not constitute a waiver of any defenses available under the Bond or applicable law, and nothing in the Surety's claims handling processes should be construed as a waiver of any such rights.

If you have any questions in the meantime, please contact me.

Very truly yours,

Ryan Issel, PE | Surety Engineer
Direct Phone: 312.360.1566 x1261
Email: ryan.issel@rlicorp.com

Enclosure: Release to execute; MOU dated 2/15/19; Final Costs Incurred dated 6/7/19

cc: Kristina Hale - khale@ci.laredo.tx.us

RLI | cbic an RLI Company

CONTRACTORS BONDING & INSURANCE COMPANY

CLAIM DEPARTMENT: P.O. BOX 3961 • PEORIA, IL 61612-3961
UPS/FEDEX: 9025 N. LINDBERGH DR • PEORIA, IL 61615-1431
P 800-444-0406
F 866-692-6796
RLICORP.COM

UNCONDITIONAL WAIVER AND RELEASE

Bond No.:	CSB0000985
Principal:	Ayala Pools dba Sunset Pools
Surety:	Contractors Bonding & Insurance Company
Obligee:	City of Laredo
Contract:	Freddy Benavides Recreational Water Feature Adjacent to the City of Laredo

Per the terms in the Memorandum of Understanding executed by the Surety and Obligee above, and upon the Obligee's occupancy of the project site, the undersigned does hereby fully and finally exonerate the Bond and release any claim or rights the Obligee and its successors and assigns have or may ever have against Surety arising out of the above referenced Bond.

DATED this _____ day of _____ , 20____,

_____
(Print or type name of Obligee)

By:_____
(Print or type name of person signing)

_____
(Sign here)

Its:_____
(Title of person signing)

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____, who personally appeared before me, signed this instrument, on oath stated that he was authorized to execute the instrument as the _____ for the above referenced Obligee, and acknowledged to me that such corporation executed the within instrument.

DATED this _____ day of _____, 20____,

_____
Notary Public in and for the State of _____,
Residing at _____.
My commission expires _____

February 15, 2019

Mr. Ramon E. Chavez, P.E.
City of Laredo
City Engineer
1110 Houston St.
Laredo, Texas 78042

RE: MEMORANDUM OF UNDERSTANDING
Principal: Ayala Pools dba Sunset Pools
Surety: Contractors Bonding and Insurance Company
Bond No.: CSB0000985
Project: Freddy Benavides Recreational Water Feature

Mr. Chavez,

The purpose of this memorandum of understanding is to memorialize the agreement between Contractors Bonding and Insurance Company ("Surety") and City of Laredo ("Obligee") regarding the actions undertaken and to be undertaken by the Obligee in connection with the captioned Project. As you know, Obligee terminated Sunset Pool's ("Principal") .contract for cause and submitted a demand upon the Surety to complete via a claim on the performance bond issued by the Surety. Thereafter, Surety, Surety's selected consultant The Vertex Companies, Inc. ("Vertex"), and Obligee met to discuss the Project and the process of having the Project completed.

Pursuant to the discussions between the Obligee and the Surety, it is the parties' understanding that the completion of the remaining work shall proceed as follows:

1. Obligee and the Surety agree that the attached punch list ("Exhibit A") is the final punch list and contains all of the items which remain to be completed.
2. Obligee will complete all work identified as "City of Laredo" on Exhibit A on a Time and Materials ("T&M") basis. The Obligee acknowledges its obligations to mitigate the costs incurred in the performance of its identified completion scope and perform that work in a timely manner.
3. Obligee will provide all backup documentation supporting their final costs incurred under the T&M basis, including, but not limited to, invoices and timesheets, for verification by the Surety and final agreement by the Obligee and Surety.
4. Vertex and/or the Principal's subcontractors (collectively referred to as "completion contractors") will complete portions of the field work identified in Exhibit A as "Vertex" wherein the completion can be expedited or the Obligee is unable to complete the work. All completion contractors shall be skilled workmen, licensed to perform and complete the Project work listed and shall comply with all applicable federal, state and local laws.
5. Where required, Vertex will facilitate the use of existing subcontractors to perform its completion scope under the terms and conditions of the project's construction contract.

6. Completion contractors will complete the construction inspection of the slide and completion of the administrative closeout.
7. The Parties agree that the remaining balance of contract funds is $146,475.00, subject to any modifications, change orders, increases, or deductions to the balance of the contract price agreed to by the Obligee and Surety. The remaining balance of contract funds, including all said modifications, is hereafter referred to as the "Contract Balance."
8. Upon acceptance of the work identified in Exhibit A, the Obligee agrees to make payment to the Surety from the Contract Balance to fully reimburse the Surety for all costs incurred in the performance of its obligations under the performance and/or payment bond. Should the Surety's incurred costs exceed the Contract Balance, the Obligee shall not be obligated to pay more than the Contract Balance to the Surety. Any remaining funds after the Surety has been fully reimbursed shall be withheld by Obligee for the warranty period. At the end of the warranty period and issuance of final acceptance of the project by the Obligee, the Surety reserves rights to demand a full and final reimbursement of all costs incurred to secure final acceptance and contract closeout with the Obligee from any remaining funds.
9. Principal shall not complete any remaining portion of the project without Obligee's written consent.
10. It is expressly acknowledged that Obligee and Surety reserve any and all rights and defenses available to them and by entering into this agreement to proceed, neither party is waiving any rights. Further, Obligee and Surety acknowledge that nothing contained herein impacts, affects in any manner, or waives any rights that Principal may have against any party related to the Project in any manner whatsoever.
11. Parties agree to promptly and efficiently complete the tasks identified on Exhibit A. Parties shall use best efforts to ensure completion of the project within forty-five (45) days of execution of this agreement.

Please acknowledge Obligee's agreement with the understanding set forth above by your countersigned approval of this memorandum below, thereafter returning and executed copy to me.

If you have any questions or need any additional information, please contact me.

Very truly yours,

Ryan Issel, PE | Surety Engineer
Direct Phone: 312.360.1566 x1261
Email: ryan.issel@rlicorp.com

IN WITNESS WHEREOF, the parties having agreed to the terms as set forth above, the undersigned: (a) Personally represents and warrants that they have the full right, power and authority to execute this Agreement on behalf of the respective parties; and (b) Signs and agrees.

ATTEST:

OBLIGEE:

City of Laredo

By: Horacio C. Cabello

Title: Co-Interim City Manager

Date: 2/15/19

LAREDO, TEXAS
1755

EXHIBIT A

CDBG Freddy Benavides Park Swimming Pool & Lazy River

Obligee: City of Laredo
Principal: Tony Ayala Pools dba Sunset Pools

Engineering Department			
Item No.	Description	Location	Responsibility
06	Shower heads at outdoor shower not complete (leaking / missing teflon)	Outdoor Showers	VERTEX
	Pool final cleaning	General	CITY OF LAREDO
18	Adjust downspouts at the restrooms	Restrooms	CITY OF LAREDO
Parks and Leisure Services Department			
Item No.	**Description**	**Location**	**Responsibility**
02	Slide Railing - not leveled or bolted properly	Large Slide	VERTEX
	Slide Platform - Trip hazard at top of stairs/platform	Large Slide	VERTEX
	Slide Structure - Bolts missing or not adequately tightened	Large Slide	VERTEX
	Grout missing at column base plate	Large Slide	VERTEX
07	Slide leaking	Large Slide	VERTEX
15	Railing at the lazy river not adequate	Lazy River	CITY OF LAREDO
16	Water jet pump missing	Lazy River	VERTEX
	Missing some numbers on tiles (cool-deck)	Lazy River	CITY OF LAREDO
	Gap under platform (North side)	Kid Slide	VERTEX
	Small kids slide too short (remove slide & add bubble)	Kid Slide	VERTEX
Building Department			
Item No.	**Description**	**Location**	**Responsibility**
02	Structure/Slide must be approved by structural engineer	Administrative	VERTEX
04	Verify grounding at the foundation of the lazy river	Lazy River	VERTEX
05	Provide a plastic covered typewritten schedule identifying all circuits	Mech Rm 1 & 2	VERTEX
06	Verify wire gauge used on pumps	Mech Rm 1 & 2	VERTEX
07	Breaker in Mech. Room missing cover	Mech Rm 2	VERTEX
08	Cleanout adjacent to Mech. Rm 1 clogged	Mech Rm 1	VERTEX
09	Missing water heater	Restrooms	VERTEX
10	Missing wall-cap (Outdoor Shower Masonry Wall)	Outdoor Showers	CITY OF LAREDO
11	Missing three filters	Mech Rm 1 & 2	VERTEX
12	Vent pipe missing cover	Outdoor Showers	VERTEX
13	Need to replace one faucet to match	Men's Restroom	VERTEX
16	Poor finish on wall patch in handicap stall	Women's Restroom	CITY OF LAREDO
18	Complete waterline for exterior spigot	Mech Rm 1	VERTEX
	Hand Towel Dispenser (1 Per Restroom)	Restrooms	CITY OF LAREDO
Fire Department			
Item No.	**Description**	**Location**	**Responsibility**
02	GFCI's not functioning (N. side of Mech Rm 1)	Mech Rm 1	VERTEX
03	GFCI's not functioning (S. side of restrooms)	Restrooms	VERTEX
Risk Department			
Item No.	**Description**	**Location**	**Responsibility**
06	Missing Signs	General	CITY OF LAREDO

Administrative Closeout			
Item No.	Description	Location	Responsibility
01	Submit all manuals (including warranty) for mechanical room	Administrative	VERTEX
02	Lazy River pump testing, manual & warranty	Administrative	VERTEX
03	Water Supply to swimming pools needs to be approved by Park & Utilities	Administrative	CITY OF LAREDO
04	Pay Parks Department for use of electricity	Administrative	CITY OF LAREDO
05	Submit Payrolls	Administrative	VERTEX
06	Payment Invoice (Homero Negrete)	Administrative	VERTEX
07	Payment Invoice (Aranda Iron Works)	Administrative	VERTEX
08	Submit testing reports (South Texas Testing)	Administrative	VERTEX
09	Submit all manuals (including warranty) for the slide	Administrative	VERTEX
10	Closeout Electrical Permit	Administrative	VERTEX
11	Closeout Plumbing Permit	Administrative	VERTEX
12	Closeout Building Permit (Pending closeout of Electrical & Plumbing)	Administrative	VERTEX
13	Sunset Pools payrolls	Administrative	VERTEX
14	Restitution Check for one Sunset Pools employee	Administrative	VERTEX
15	Payrolls (Serna, Faz, Negrete, Aranda)	Administrative	VERTEX
16	Certificate of Insurance missing (South Texas Testing & Engineering)	Administrative	VERTEX
17	Certificate of Insurance missing (John McIntyre Structural Engineering)	Administrative	VERTEX
18	Certificate of Insurance missing (Terra South Engineering)	Administrative	VERTEX

(Design/Build Project) Freddy Benavides Recreational Water Features
Adjacent to the City of Laredo Cigarroa Recreation Center Swimming Pool at 2201 Zacatecas St., Laredo, TX
Claim: 00435300 | Bond: CSB0000985 | Principal: AYALA POOLS DBA SUNSET POOLS | Claimant: CITY OF LAREDO ENGINEERING

Check Number	Pay To	Statement of Account		Gross Amount	Issue Date
1112733	The Vertex Companies Inc	INV # <0099937> DATED <02/04/2019>		$3,407.71	2/28/2019
1113085	The Vertex Companies Inc	INV # 0101517 DATED 03/04/2019		$9,877.36	4/2/2019
1113347	The Vertex Companies Inc	INV # <0102926> DATED <04/08/2019>		$5,463.75	4/25/2019
1113537	The Vertex Companies Inc	INV # 0104763 dated 5/3/19 less $0.30 prior invoice overpayment		$1,162.20	5/16/2019
1113757	The Vertex Companies Inc	INV # 0106215 DATED 06/03/2019		$542.50	6/7/2019
			Total Consultant Expense =	$20,453.52	
	RLI - Chargeback	1/25/19 Site visit		$1,079.57	3/4/2019
			TOTAL COSTS INCURRED =	**$21,533.09**	

CITY OF LAREDO
ENGINEERING DEPARTMENT

LAREDO, TEXAS
1755

December 20, 2018

VIA Certified Mail # 7007 0710 0003 7801 4076
Contractors Bonding and Insurance Company
9025 N. Lindbergh Dr.
Peoria, IL 61616

Re: Bond No. CSB0000985- *(Design/Build Project) Freddy Benavides Recreational Water Features Adjacent to City of Laredo Cigarroa Recreation Center Swimming Pool at 2201 Zacatecas St. Laredo, TX*

OWNER'S NOTICE TERMINATING DESIGN/BUILD SERVICES PROVIDED BY CONTRACTOR WITH DEMAND ON SURETY TO "TAKE OVER" AND COMPLETE PROJECT

Dear Mr. Issel:

This letter shall serve as written notice from the City of Laredo, regarding the above-referenced bond and project that the Contractor, Ayala Pools dba Sunset Pools, 3660 East Delmar Blvd., Suite #8, Laredo, Texas 78045 is in default . City has terminated its construction contract with the Contractor and this letter shall serve as notice to Surety to "take over" the Project in accordance with the bond document.

To begin the process of completing the contract, please contact Rogelio Rivera, P.E., City Engineer at once at 956-791-7346 or Lisa Paul, Assistant City Attorney, at 956-791-7319.

Sincerely,

Rogelio Rivera, P.E.,
City Engineer

cc: Horacio A. De Leon, Jr., City Manager
Ramon Chavez, Executive Director of Public Services
Lisa M. Paul, Assistant City Attorney

CITY OF LAREDO
ENGINEERING DEPARTMENT

LAREDO, TEXAS
1755

December 20, 2018

VIA Certified Mail # 7007 0710 0003 7801 4083
VIA Email: sunsetpools@yahoo.com
Ayala Pool DBA Sunset Pools
3660 East Delmar Blvd Suite #8
Laredo, Texas 78045

Re: Project – (Design/Build Project) Freddy Benavides Recreational Water Features Adjacent to the City of Laredo Cigarroa Recreation Center Swimming Pool at 2201 Zacatecas Street

NOTICE TO TERMINATE FOR CAUSE AND TAKE POSSESSION OF THE WORK SITE

Dear Mr. Ayala:

This letter shall serve as the City of Laredo's written notice to terminate the above-mentioned contract for cause under § A.14.2 of the contract documents for failure to persistently and/or repeatedly failing to supply enough properly skilled workers or proper materials to complete the project and, for substantial breach of the contract documents, by failing to complete the contract within the requisite time period and by failing to submit required reports and payroll documents.

Despite repeated attempts by the City staff to allow you the time and opportunity to complete the project, the project remains incomplete. The opportunities given to you to finish the project have been unsuccessful. Thus, the City hereby terminates the above-mentioned agreement.

Without waiving any other rights under the contract documents and pursuant to §A.14.2.2 of the contract documents, the City exercises its right to take possession of the work site and of all materials, equipment, tools, and construction machinery and equipment thereon.

The City reserves all rights to complete this project by whatever methods it deems expedient and reserves its right to collect all damages, including, without limitation, the full amount of liquidated and actual damages available under the contract documents.

Sincerely,

Rogelio Rivera, P.E.
City Engineer

cc: Horacio A. De Leon, Jr., City Manager
Ramon Chavez, Executive Director of Public Services
Lisa M. Paul, Assistant City Attorney
Contractors Bonding and Insurance Company

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: John Porter, Enviromental Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew contract FY17-042 for the Chacon Creek Hike/Bike Trail Maintenance to low bidder Romo Contractors, Laredo, TX for an amount of $85,900.00 per year. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution and subject to future appropriations. This is the last extension period. Funding for this contract is available in the Environmental Services Department Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

Contract FY17-042 was approved on July 17, 2017 for the Chacon Creek Hike/Bike Trail Maintenance to low bidder Romo Contractors, Laredo, TX for an amount of $85,900.00 per year. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for one (1) additional two (2) year period.

BACKGROUND

The City of Laredo went out on formal invitation for bids-contract FY17-042 for the Chacon Creek Hike/Bike Trail Maintenance and received eleven(11) bid submittals. Low bid submittal from Romo Contractors, Laredo, TX for an amount of $85,900.00 per year, has been reviewed by City Staff and has been determined to be the lowest responsive/responsible bidder. This is a two year contract, subject to future appropriations and can be automatically renewed for two additional years if price remains the same and upon mutual agreements of the parties.
Bid submittals received were as follows:

Romo Contractors	$ 85,900.00	Torres Landscaping	$ 154,956.00
Junior Construction	$ 87,800.00	Brewster Environmental	$ 157,800.00
Nick Benavides	$ 125,988.00	Airstream Professional	$ 156,450.00
Abba Construction	$ 138,678.00	Cantu Electric	$ 199,300.00

Triple O Landscaping	$ 178,249.00	Seal Coat Solution	$ 223,478.00
Smart Pacc	$ 267,450.00		

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Y
Source of Funds:	Y
Account #:	249-3840-543-3930
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the Environmental Services Department Budget. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Environmental Services Storm Water Improvements Contractual Services, Creek/Brush Cleaning Fees
249-3840 543 5537

Attachments

Renewal Letter

City of Laredo
Purchasing Division

Renewal Notice

July 15, 2019

Mr. Nelso Molina
Romo Contractor
203 Valladolid
Laredo, Texas 78046

Re: Chacon Creek Hike & Bike Trail Maintenance
Contract FY17-042
Renewal Extension 2

Dear Mr. Molina,

A contract for providing maintenance to the Chacon Creek Hike & Bike Trail was awarded to your company on 7/17/17. This award provided for the possible extension of this contract for one additional two year periods with the same contract pricing. This is the last extension periods.

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Romo Contractor

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: _____

Print Name: Nelso Molina

Date: 7-16-19

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 794-1730 Email: caldape@ci.laredo.tx.us

RCMO
CONTRACTORS, LLC.

Laredo TX, July 11, 2019

Miguel Pescador
Purchase Agent
5512 Thomas Ave
Laredo TX 78046

RE: Maintenance of the "Chacon Creek Hike/Bike Trail" FY17-042

Dear Mr. Pescador:

This letter is to notify you in writing our interest in renewing the contract FY17-042 (Maintenance of the "Chacon creek hike/bike trail") for another year. As stated on contract documents (see attached PO for Contract), the current contract can be extended for Two additional years under the same terms and conditions and without changing the prices of the bid schedule

We would appreciate your response in this matter.

Sincerely,

Nelso Molina

956-231-9142

City Council-Regular
Meeting Date: 08/05/2019

Staff Source: Steve E. Landin, Fire Chief; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew and amend contract FY16-027 to Galls, LLC., Lexington, KY. This contract amendment is to allow for a six (6) percent increase in the annual amount to $228,000.00; this is needed to allow for the necessary purchase of uniforms, boots and accessories for the Fire Department. These items are included in the Collective Bargaining Agreement between the City and the Firefighters Union. Each firefighter has a $600.00 clothing allowance that may be used to purchase any of the listed items in the agreement. This is the first of two additional one (1) year renewals, subject to future budget appropriations. Funding is available in the General Fund - Fire Department's operational budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

Contact FY16-027 Fire Department Uniforms was approved by City Council on February 1, 2016 for an amount of $215,400. The original term of this contract was for three (3) years with an option to renew two (2) one (1) year periods upon mutual agreement of parties.

BACKGROUND

Consideration to renew and amend contract FY16-027 to the sole bidder, Galls, LLC., Lexington, KY. Requesting to amend the annual amount from $215,400 to $228,000.00, for the purchase of uniforms, boots and accessories for the Fire Department. These items are included in the Collective Bargaining Agreement between the City and the Firefighters Union. Each firefighter has a $600.00 clothing allowance that may be used to purchase any of the listed items in the agreement. This is the first renewal of two. The term of the first renewal is for one (1) year, subject to future budget appropriations.

Bids were requested on December 17, 2015 for the purchase of uniforms, boots. multi-purpose tools, rain suits, duffel bags and other items approved by the department. These items are included in the collective bargaining agreement. Each fire fighter has $600.00 clothing allowance that may be used to purchase any of these items. Galls LLC from Lexington, KY was the sole bidder. The original term of the contract was for three years with an option to extend it for two additional one (1) year

period each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Y
Source of Funds:	Fire's General Fund
Account #:	101-2410-522-0800
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance or an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchase can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	101-2415-522-0800
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	101-2425-522-0800

Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2019
Bugeted Y/N?: Yes
Source of Funds:
Account #: 101-2430-522-0800
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2019
Bugeted Y/N?: Yes
Source of Funds:
Account #: 101-2435-522-0800
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

Bid & Vendor Submission

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

CITY OF LAREDO
FIRE DEPARTMENT UNIFORM CONTRACT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a multiyear supply contract for the purchase of duty uniforms and related equipment required by the Fire Department.

Copies of the specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com.

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on January 12, 2016 and all bids received will be opened and read publicly at 2:00 PM at the Office of the City Secretary on January 13, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Fire Department Uniforms
FY16-027

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Doanh T. Nguyen** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Doanh T. Nguyen** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

COPY

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time can be considered in making the award. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SUPPLY CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded by sections to the lowest responsive, responsible bidder or bidders whose price and other factors have been considered, as per request for bid document, in accordance to the provisions of the State of Texas - Local Government Code and State of Texas - Procurement Statues.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Laredo Fire Department.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

(d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us . For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7328.

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

City of Laredo
Formal Request for Bid
Fire Department Uniforms and Related Equipment

14.0 Scope of Work

GENERAL INTENT - It is the intent of the City of Laredo to solicit sealed competitive bids for a three year term contract (awarded by sections) for the purchase of fire fighters uniforms and related equipment for the Laredo Fire Department. The Laredo Fire Department's collective bargaining agreement allows for a uniform allowance of $600.00 per fire fighter. The Fire Chief approves a list of uniforms and related equipment that may be purchased with this allowance. The intent of this contract is to provide a contract that allows each individual fire fighter to purchase the uniforms and equipment of their discretion from the approved order list and approved vendor(s). There are four hundred (400) authorized fire fighter positions.

14.1 GENERAL CONDITIONS

14.1.1 It is the requirement of the bidders to acquaint themselves fully with the conditions of the specifications and the type of service expected. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve him from any obligation of this bid invitation.

14.1.2 All bid quotations must be submitted on the bid quotation form supplied with this specification. Partial bids will not be accepted. A bid may be withdrawn, however, and resubmitted any time prior to the closing time for receipt of bids.

14.1.3 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City charter and or City ordinances and State and Federal statutes.

14.1.4 No City employee or elected official of the City of Laredo shall have a financial interest, direct or indirect, in any contract with the City or shall be financially interested directly or indirectly, in the sale to the City of any materials, supplies or services.

14.1.5 There are currently four hundred (400) fire fighter positions who are provided an annual clothing allowance of the $600.00. The estimated annual contract award may be modified due to changes in the number of personnel actually employed by the City of Laredo.

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

15.1 Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

15.3 All equipment will be quoted FOB jobsite or unless advised by the Laredo Fire Department personnel.

16.0 TERM OF CONTRACT

The term of this contract shall be for a period of three (3) years beginning as of the date of its execution. The contract may be extended for two, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents.

17.0 General Requirements

When contractor cannot abide by the terms and conditions in fulfilling his contract, contractor must supply the materials, service or supplies from other sources at the contract price. If contractor delays in providing the services or supplies, the City of Laredo reserves the right to purchase these items and charge the contract vendor any additional cost that the City incurred. Bids not submitted on these forms will not be considered. Award to the successful bidder will be made by the City Council.

17.1 Payment and Invoicing
All invoices must show purchase order number and invoice should be legible. All invoices have a 30 day term from receipt of order.

17.2 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract services on the open market and charge the contract vendor the price difference.

17.3 Bids not submitted on these forms will not be considered.

17.4 Bids will be based on a total bid basis. The contract will be awarded by sections.

17.5 Bidders are required to submit a complete bid based on the items in the bid specifications.

18.0 AWARD OF CONTRACT

This contract will be awarded by section to the lowest responsive, responsible vendor whose proposed price and other factors have been considered, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities. This contract will be awarded as an ALL or NOTHING.

The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

19.0 PATENTED MATERIAL, DEVICES AND PROCESSES

If the awarded bidder is required or desires to use any design, device, material or process covered by letters of patent or copyright he/she shall provide for such use by suitable agreement with the patentee or owner. The awarded bidder and the surety shall indemnify and save harmless the City of Laredo from any and all claims for infringement by reason of the use of any patented design, device, materials or process or any trademark or copyright used in connection with the work and they shall indemnify the City of Laredo against any cost, expense or damages which it may be obliged to pay by reason of such infringement, at any time during the prosecution or after the completion of the work.

20.0 DELIVERY REQUIREMENTS – Delivery of uniforms shall occur *on as needed basis*. The Fire Department request that the uniforms must be delivered within 90 days after receipt of the purchase order. Successful contractor will coordinate schedule of deliveries with designated Firefighters Department officials prior to commencement of contract.

21.0 QUANTITY

The quantities listed on the bid sheet are estimates only. The City of Laredo reserves the right to increase or decrease quantities and delivery locations at will with 10 days prior notice. The City will purchase uniforms and accessories during the contracted term on an "as need" basis. Quantities (if indicated) are estimates only, based on prior year usage. Unknown quantities are to be purchased for certain items that cannot be reasonably determined; i.e., shirts, pants, jackets, caps, hats, raincoats, sweaters, ties, bicycle wear, etc.

22.0 Warranty Terms

All equipment described in this specification shall carry of warranty for a period of (1) year from date of final acceptance, to be free from defects in workmanship, design or material.

23.0 Permits/Licenses

Contractor is responsible for all permits and/or licenses to perform the duties of this contract.

24.0 Good Faith Effort

This contract is subject to the State of Texas "Good Faith Effort" requirements for Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms in the Construction, Supplies, Equipment, and Services procurement categories.

25.0 BID REJECTION OR PARTIAL ACCEPTANCE – The CITY OF LAREDO reserves the right to reject any or all bids. It further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City of Laredo.

26.0 GENERAL SPECIFICATIONS

26.1 Patches and embroidery will be designed and applied free of charge.

26.2 The embroidery for each shirt where applicable will be incorporated into the cost of the shirt. (I.e., Shirts/sweaters/polo's/Bags etc., with the officers name and Laredo Fire Department Logo)

26.3 Laredo Fire Department will purchase in bulk the patches from said distributor who is awarded the uniform Contract. The patches will remain the property of Laredo Fire Department, but will be housed at the distributor's warehouse for application to the uniforms.

26.4 It is the intention of the Laredo Fire Department to choose one sole vendor capable of supplying the patches and providing the uniforms/hard goods.

26.5 Bid award will be made on an *all* or nothing basis. (This contract will be awarded by section)

26.6 Bidders are required to state exactly what they intend to furnish, and you shall be required to furnish the items as specified. Samples may be requested by the City to insure clarification and adherence to the bid specifications.

26.7 Vendor will be responsible for hemming the pants as requested.

26.8 Vendor shall be responsible with his carrier for any concealed damages. Damaged items shall be replaced or repaired to new condition.

26.9 All material specified is to be new, no less than one year factory warranty from date of acceptance.

26.10 The successful vendor will be required to measure fire fighters during a three day period. The vendor shall have samples of the contract products for viewing during this three day order process period.

26.11 The successful vendor shall maintain a ninety percent (90%) fill rate within thirty (30) days during the contract period. The fill rate shall apply to standard size clothing.

26.12 The vendor may supply any of the materials specified or offer an equivalent. The Fire department shall determine whether the material offered is equivalent to that specified. The vendor shall make all "or Equal" submittals with thirty (30) calendar days after issuance of Notice to Proceed. Any request or submittal received after the specified period will be considered as "Not Equal" to that so specified and will be processed as a substitution described hereinafter.

BASE BID DESCRIPTION:
SPECIFICATIONS FOR THE PURCHASE OF UNIFORMS FOR THE FIRE DEPARTMENT, SHALL NOT BE LESS THAN THE FOLLOWING SPECIFICATIONS, BUT MAY EXCEED THEM. PLEASE READ YOUR SPECIFICATIONS THOROUGY AND BE SURE THAT THE TERM CONTRACT COMPLIES WITH ALL THE REQUIREMENTS.

27.0 Insurance Requirements

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

27.1 Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed.
Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

27.2 Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

27.3 Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

27.4 Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

27.5 A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

27.6 With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

27.6.1 The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

27.6.2 All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

27.6.3 A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies.

27.6.4 All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

27.6.5 All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

27.6.6 All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

27.6.7 Required limits may be satisfied by any combination of primary and umbrella liability insurances.

27.6.8 Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

27.6.9 Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance

27.6.10 All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

27.6.11 Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

27.6.12 Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

27.6.13 Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

28.0 Coop Pricing

The City of Laredo is a member of the following cooperative purchasing programs:

State of Texas
Houston Galveston Area Council of Governments (H-GAC)
BuyBoard
TCPN
US Communities
National Cooperative Purchasing Alliance (NCPA)
National Joint Powers Alliance (NJPA)

29.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Service Contract

30.0 **Tab A – Bidder Information Questionnaire**

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) ~~Gatis~~, LLC

Signature of person authorized to sign bid _____ Date 1-8-16

Print Name of person authorized to sign bid Adam Hall

Title: Sr. Sales Director

Business Address: 1340 Russell Cave Rd.

City, State, Zip Code: Lexington, Ky 40505

Telephone Number: 800-876-4242 Fax Number: 877-914-2557

Contact Person Email Address: Heather Sims

Federal Tax ID Number: 20-3545989

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: LLC

If other state business status: _____

State how long under its present business name: 49 years

If applicable, list all other names under which the Business identified above operated in the last five years.

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / (No.)

Is any litigation pending against the Business? Yes / (No)

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / (No)
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / (No.)

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / (No)

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / (No)

Is the Business in arrears in any contract or debt? Yes / (No)

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / (No.)

State if company is a certified minority business enterprise: N/A					
Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE):	Yes	No
Minority Business Enterprise (MBE):	Yes	No	Women Business Enterprise (WBE):	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify _____		
This company is not a certified minority business:	☐				

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

31.0 Tab B Price Schedule

31.1 Section 1 (Uniforms Includes: Men's/Women's Shirts,Tie, Trousers and Jackets)

Item	Color	Est. QTY	Size	Unit Price	Extended Total
SHIRTS / TIE					
Men's Elbeco® **Short Sleeve** Tex-Trop 2™ Uniform Shirt with NANO- DRY® (w/sowing of applicable patches & name embroidery)	WHT/NAV	1800	14.5-18	$ 38.00	$ 68,400.00
				$	$
				$	$
Men's Elbeco® **Long Sleeve** Tex-Trop 2™ Uniform Shirt with NANO- DRY® (w/sowing of applicable patches & name embroidery)	WHT/NAV	1800	14.5-18	$ 43.00	$ 77,400.00
				$	$
				$	$
Elbeco® V2 External Vest Carrier (w/sowing of applicable patches & name embroidery)	WHT/NAV	10	XS-4X	$ 82.00	$ 820.00
				$	$
				$	$
Women's Elbeco® **Short Sleeve** Tex-Trop 2™ Uniform Shirt with NANO-DRY® (w/sowing of applicable patches & name embroidery)	WHT/NAV	25	28-52	$ 38.00	$ 950.00
				$	$
				$	$
Women's Elbeco® **Long Sleeve** Tex-Trop 2™ Uniform Shirt with NANO-DRY® (w/sowing of applicable patches & name embroidery)	WHT/NAV	25	30-52	$ 44.00	$ 1,100.00
				$	$
				$	$
Men's VERTEX PHANTOM LT Rip Stop SHIRT **Short Sleeve** (w/embroidery of applicable patches Left chest area and Name and Rank if applicable on Right chest area)	WHT/NAV	900	S-XL	$ 51.00	$ 45,900.00
			2X-3X	$ 55.00	$ 55.00
			4X-5X	$ 67.00	$ 67.00
Men's VERTEX PHANTOM LT Rip Stop SHIRT **Long Sleeve** (w/embroidery of applicable patches Left chest area and Name and Rank if applicable on Right chest area)	WHT/NAV	900	S-XL	$ 55.00	$ 49,500.00
			2X-3X	$ 63.00	$ 63.00
			4X	$ 68.00	$ 68.00
Women's VERTEX PHANTOM LT Rip Stop SHIRT **Short Sleeve** (w/embroidery of applicable patches Left chest area and Name and Rank if applicable on Right chest area)	WHT/NAV	25	S-XL	$ 51.00	$ 1,275.00
			2X-3X	$ 55.00	$ 55.00
			4X-5X	$ 67.00	$ 67.00
Women's VERTEX PHANTOM LT Rip Stop SHIRT **Long Sleeve** (w/embroidery of applicable patches Left chest area and Name and Rank if applicable on Right chest area)	WHT/NAV	25	S-XL	$ 55.00	$ 1,375.00
			2X-3X	$ 63.00	$ 63.00
			4X	$ 68.00	$ 68.00

Item	Color	Est QTY	Size	Unit Price	Extended Total
Spiewak SPDU **Men's** Performance Duty **Short Sleeve** Shirt (w/embroidery of applicable patches Left chest area and Name and Rank if applicable on Right chest area) Mfg# SPDU10	WHT/NAV	900	S-XL	$ 62.00	$ 55,800.00
			2X-3X	$ 73.00	$ 73.00
			4X-6X	$ 84.00	$ 84.00
Spiewak SPDU **Men's** Performance Duty **Long Sleeve** Shirt (w/embroidery of applicable patches Left chest area and Name and Rank if applicable on Right chest area) Mfg# SPDU15	WHT/NAV	100	15.5-17.5	$ 71.00	$ 7,100.00
			18-195	$ 83.00	$ 83.00
			20-22	$ 90.00	$ 90.00
Spiewak SPDU **Women's** Performance Duty **Short Sleeve** Shirt (w/embroidery of applicable patches Left chest area and Name and Rank if applicable on Right chest area) Mfg# SPDU13	WHT/NAV	50	28-48	$ 66.00	$ 3,300.00
				$	$
				$	$
Spiewak SPDU **Women's** Performance Duty **Long Sleeve** Shirt (w/embroidery of applicable patches Left chest area and Name and Rank if applicable on Right chest area) Mfg# SPDU16	WHT/NAV	50	30-42	$ 71.00	$ 3,550.00
			44-48	$ 83.00	$ 83.00
				$	$
Flying Cross **Men's** Power Stretch Polyester **Short Sleve** Duty Shirt	WHITE	200	S-2X	$ 50.00	$ 10,000.00
			2X-4X	$ 61.00	$ 61.00
Flying Cross **Men's** Power Stretch Polyester **Long Sleeve** Duty Shirt	WHITE	200	15-18.5	$ 53.00	$ 10,600.00
			19-20	$ 68.00	$ 68.00
PROPPER Lightweight Tactical Ripstop Long Sleeve **Men's** Shirt	NAVY	100	S-4X	$ 37.00	$ 3,700.00
				$	$
PROPPER Lightweight Tactical Ripstop Long Sleeve ***Women's*** Shirt	Navy	10	S-XL	$ 37.00	$ 370.00
				$	$
PROPPER Lightweight Tactical **Men's** Trousers	Navy	100	28-56	$ 33.00	$ 3,300.00
				$	$
PROPPER Lightweight Tactical ***Women's*** Trousers	Navy	10	2-24	$ 33.00	$ 330.00
				$	$
Vertex Action **Men's** Polo with Coldblack **Long Sleeve** (w/embroidery of applicable patches Left chest area and Name and Rank if applicable on Right chest area)	WHT/NAV	900	S-2X	$ 54.00	$ 48,600.00
			3X-4X	$ 62.00	$ 62.00
				$	$
Vertex Action **Men's** Polo with Coldblack **Short Sleeve** (w/embroidery of applicable patches Left chest area and Name and Rank if applicable on Right chest area)	WHT/NAV	900	S-2X	$ 54.00	$ 48,600.00
			3X-4X	$ 62.00	$ 62.00
				$	$

Item	Color	Est QTY	Size	Unit Price	Extended Total
Vertex Action **Women's** Polo with Coldblack **Long Sleeve**	WHT/NAV	25	S-2X	$ 54.00	$ 1,350.00
(w/embroidery of applicable patches Left chest area and Name and Rank if applicable on Right chest area)			3X-4X	$ 62.00	$ 62.00
				$	$
Vertex Action **Women's** Polo with Coldblack **Short Sleeve**	WHT/NAV	25	S-2X	$ 54.00	$ 1,350.00
(w/embroidery of applicable patches Left chest area and Name and Rank if applicable on Right chest area)			3X-4X	$ 62.00	$ 62.00
				$	$
5.11 Tactical **Men's** Snag-Free Performance Polo **Short Sleeve**	WHT/NAV	900	XS-3X	$ 41.00	$ 36,900.00
(w/embroidery of applicable patches Left chest area and Name and Rank if applicable on Right chest area)				$	$
				$	$
5.11 Tactical **Men's** Snag-Free Performance Polo **Long Sleeve**	WHT/NAV	900	XS-3X	$ 43.00	$ 38,700.00
(w/embroidery of applicable patches Left chest area and Name and Rank if applicable on Right chest area)				$	$
				$	$
5.11 Tactical **Women's** Snag-Free Performance Polo **Short Sleeve**	WHT/NAV	25	S-XL	$ 41.00	$ 1,025.00
(w/embroidery of applicable patches Left chest area and Name and Rank if applicable on Right chest area)				$	$
				$	$
5.11 Tactical **Women's** Snag-Free Performance Polo **Long Sleeve**	WHT/NAV	25	XS-3X	$ 43.00	$ 1,075.00
(w/embroidery of applicable patches Left chest area and Name and Rank if applicable on Right chest area) # Not Avail. In womens				$	$
				$	$
5.11 Utili-**T Shirt** pkg of three(3) (w/screen print of applicable patches & screen print on the back "LAREDO FIRE DEPARTMENT")	WHT/NAV	1000	S-3X	$ 54.00	$ 54,000.00
				$ —	$ —
Gildan **T-Shirt** (w/screen print of applicable patches & screen print on the back "LAREDO FIRE DEPARTMENT"name)	WHT/NAV	1000	S-5X	$ 14.00	$ 14,000.00
				$ —	$ —
Propper **T- Shirt** pkg of three(3) (w/screen print of applicable patches & screen print on the back "LAREDO FIRE DEPARTMENT")	WHT/NAV	350	S-4X	$ 45.00	$ 15,750.00
				$ —	$ —
				$ —	$ —
Class A Coat Shirt Clip on Tie	Nav	50	15.5"-21.5"	$ 4.00	$ 200.00
TROUSERS					
Elbeco® Tex-Trop 2™ Polyester NANO-DRY® Gabardine **Men's** Trousers	NAVY	1800	28-64	$ 37.00	$ 66,600.00
				$ —	$ —
				$ —	$ —
Elbeco TexTrop 2 ***Lady's*** Choice Class A Pants	NAVY	25	2-28	$ 37.00	$ 925.00
				$ —	$ —
Vertex Phantom LT **Men's** Pant	NAVY	900	28-44	$ 41.00	$ 36,900.00
			46-50	$ 44.00	$ 44.00

				$	$
Vertex Phantom LT ***Women's*** Pant	NAVY	25	0-18	$ 41.00	$ 1,025.00
				$ —	$ —
Item	Color	Est. QTY	Size	Unit Price	Extended Total
Spiewak Performance Duty **Men's** Cargo Trousers	NAVY	900	28-50	$ 72.00	$ 64,800.00
				$ —	$ —
				$ —	$ —
Spiewak Performance Duty **Women's** Cargo Trousers	NAVY	900	4-24	$ 72.00	$ 64,800.00
				$ —	$ —
				$ —	$ —
Mocean Supplex Zip-Off Bike Pants	NAVY	50	S-5X	$ 105.00	$ 5,250.00
				$ —	$ —
5.11 Tactical Performance **Men's** Training Shorts w/screen print of applicable patches	NAVY	50	28-44	$ 38.00	$ 1,900.00
5.11 Tactical Performance **Women's** Training Shorts w/screen print of applicable patches	NAVY	10	2-20	$ 38.00	$ 380.00
JACKETS					
Red Kap Softshell Jacket	NAV	20	S-XL	$ 65.00	$ 1,300.00
5.11 Tactical Responder Parka with removal Fleece Inner Liner (w/ applicable certification patches and velcro name) & (Embroidery Name and Patches on Inner Liner)	Nav	200	S-2X	$ 200.00	$ 40,000.00
			3X-4X	$ 205.00	$ 205.00
5.11 Tactical Long Reversible Hi Vis Rain Coat	NAV	50	S-2X	$ 130.00	$ 6,500.00
5.11 Tactical Firefighter Quarter Zip Job Shirt (w/ applicable certification patches and embroidered name)	NAV	50	S-2X	$ 64.00	$ 3,200.00
			2X-5X/Lng	$ 70.00	$ 70.00
Flying Cross Reversible Hi-Vis Duty Jacket (w/ applicable certification patches and embroidered name)	NAV	50	S-XL	$ 148.00	$ 7,400.00
			2X-3X	$ 180.00	$ 180.00
Tru Spec 65/35 LS Combat Shirt	NAV	50	XS-3X	$ 65.00	$ 3,250.00
				$ —	$ —
Tru Spec 50/50 Long Sleeve Combat Shirt	NAV	50	XS-3X	$ 65.00	$ 3,250.00
				$ —	$ —
Flying Cross Command Double Breasted DRESS Coat (w/sowing of applicable patches and stripes on sleeve) *Price includes 1 stripe. Additional cost will apply for additional stripes.	NAV	50	32-46	$ 155.00	$ 7,750.00
			48-54	$ 170	$ 170
Fechheimer Fleece Lined Commando Sweater (w/ applicable certification patches and embroidered name)	NAV	50	S-XL	$ 88.00	$ 4,400.00
Newport Harbor Men's Darien Trench Coat	NAV	10	32-46	$ 175.00	$ 1,750.00
				Grand Total $	927,700.00

Note: Brand Name or "Equivalent"

31.2 Section 3 (Miscellaneous Items-Bags, Duty Belt, Hat, Badges & Pins, Swiffts)

Item	Color	Est QTY	Size	Unit Price	Extended Total
MISCELLANEOUS					
BAGS					
Arsenal® 5005W Wheeled F&R Gear Bag	RED	100	—	$ 89.00	$ 8,900.00
Step-In Turnout Fire Fighter Gear Bag Denier Nylon 15.5" x 18.5" 1000 x 20".	RED	100	—	$ 43.00	$ 4,300.00
Ergodyne Arsenal 5080L SCBA Mask Bag * Galls BG027	RED	100	—	$ 13.00	$ 1,300.00
Under Armour Undeniable Large Duffle Bag - Black/White	BK/WH	100	—	$ 35.00	$ 3,500.00
Duty Belt					
Gould & Goodrich™ Leather Trouser Belt	SIL/GLD	400	26-60	$ 25.00	$ 10,000.00
HATS					
5.11 Tactical Fleece Watch Cap (w/sowing of applicable patches)	NAV	50	S-XL	$ 18.00	$ 900.00
Port Authority Ball Cap (w/sowing of applicable patches)	NAV	300	XS-XL	$ 18.00	$ 5,400.00
Flexfit Pro Wool Cap (w/sowing of applicable patches)	NAV	50	XS-XL	$ 23.50	$ 1,175.00
Under Armour® Stretch Cap (w/sowing of applicable patches)	NAV	300	M-L	$ 24.00	$ 7,200.00
BAYLY Inc. BELL CROWN HAT	NAV/WHT	25	XS-XL	$ 99.00	$ 2,475.00
TRUSPEC POLY/COTTON RIP STOP WIDE BRIM BOONIE	NAV/WHT	50	7-7 3/4	$ 14.75	$ 737.50
CMC Super Plasma Rescue Helmet Vertex Vent Helmet FE986	Colors BLK	50	—	$ 105.00	$ 5,250.00
BADGES & PINS					
Fire Fighter Smith and Warren	RHD	100	—	$ 43.00	$ 4,300.00
ASST. DRIVER Smith and Warren	TSG	25	—	$ 70.00	$ 1,750.00
DRIVER BADGE Smith and Warren	TGS	25	—	$ 70.00	$ 1,750.00
Captain-2 Bugles Smith and Warren	GLD	25	—	$ 51.00	$ 1,275.00
Dist Chief-3 Bugles Smith and Warren	GLD	25	—	$ 51.00	$ 1,275.00
Deputy Chief-4 bugles Smith and Warren	GLD	25	—	$ 51.00	$ 1,275.00

Item	Color	Est QTY	Size	Unit Price	Extended Total
Clip on Leather Badge Holder	BLK	350	—	$ 6.00	$ 2,100.00
FD PIN BLACKINTON J78 BLACKINTON	GLD/SLV	50	—	$ 7.00	$ 350.00
BLACKINTON NAME TAG J3	GLD/SLV	50	—	$ 9.00	$ 450.00
BLACKINTON SINGLE BUGLE PIN J50	SLV	50	—	$ 5.50	$ 275.00
BLACKINTON SINGLE BBLE COLLAR BRASS - A3613	SLV	50	—	$ 9.00	$ 450.00
BLACKINTON 2 CROSS BUGLES J52 or J51	GLD	50	—	$ 5.50	$ 275.00
BLACKINTON 2 CROSS BUGLES COLLAR BRASS A3575	GLD	50	—	$ 9.00	$ 450.00
BLACKINTON 3 CROSS BUGLES J53	GLD	50	—	$ 5.50	$ 275.00
BLACKINTON 3 CROSS BUGLES COLLAR BRASS A3615	GLD	50	—	$ 9.00	$ 450.00
BLACKINTON 4 CROSS BUGLES J54	GLD	50	—	$ 5.50	$ 275.00
BLACKINTON 4 CROSS BUGLES COLLAR BRASS A2872	GLD	50	—	$ 9.00	$ 450.00
BLACKINTON 5 CROSS BUGLES J55	GLD	50	—	$ 5.50	$ 275.00
BLACKINTON 5 CROSS BUGLES COLLAR BRASS A3574	GLD	50	—	$ 9.00	$ 450.00
FLASHLIGHTS					
AC/DC Charge Cord for Streamligh Stinger	—	50	—	$ 15.00	$ 750.00
Streamlight® Polystinger® DS™ C4 LED Rechargeable Flashlight - with Standard Charger	—	50	—	$ 130.00	$ 6,500.00
Streamlight® ProPolymer™ 4AA Helmet Lighting Kit	—	50	—	$ 24.00	$ 1,200.00
Streamlight® Survivor™ LED Flashlight with AC/DC Steady Charger	orange Yellow	50	—	$ 120.00	$ 6,000.00
Streamlight® Survivor Replacement Lamp	—	50	—	$ 7.50	$ 375.00
Streamlight® Survivor Replacement Battery	—	50	—	$ 39.00	$ 1,950.00
Streamlight® Vantage Light	—	50	—	$ 105.00	$ 5,250.00
Nightstick NSP-1172 Safety Light / Flashlight	Red	50	—	$ 31.00	$ 1,550.00
Battery Stick For Streamlight® Stinger™ Rechargeable Flashlights	—	50	—	$ 17.00	$ 850.00

Item	Color	Est QTY	Size	Unit Price	Extended Total
MEDICAL					
ADC® Hip Holster Set	—	50	—	$29.00	$1,450.00
Littmann® Lightweight II SE Stethoscope	BLK	50	—	$48.00	$2,400.00
RESCUE					
Resqme Window Punch / Seat belt cutter	—	300	—	$9.00	$2,700.00
911 Series One Piece Extrication Suit C086	NAV	50	S-4X	$157.00	$1,850.00
Propper FE212			—	$ —	$ —
HexArmor Extrication Rescue Level 5 cut gloves	YL/BLK	50	6-10	$35.00	$1,750.00
			11-12	$40.00	$ 40.00
Ringer's® Long Wrist Extrication Gloves	YL/BLK	50	XS-2X	$47.00	$2,350.00
Res-Q-Rench		50	—	$22.00	$1,100.00
SOG® Trident Tanto Folding Knife Fusion Tactical Knife	BLK	50	—	$82.00	$4,100.00
Gerber® Diesel Multi-Plier	Silver	50	—	$50.00	$2,500.00
Gerber® Multi-Plier 800 Legend Tungsten carbide-steel blades, stainless steel, nickel-coated die-cast aluminum handle	Chpgn	50	—	$72.00	$3,600.00
Smith and Wesson Assisted Opening Swat Knife	Blk	50	—	$35.00	$1,750.00
Leatherman MUT Duty Specific Multi Tool Knife	BLK	50	—	$126.00	$6,300.00
Stat Gear T3 Tactical Auto Rescue Tool Knife	BLK	50	—	$29.00	$1,450.00
Damascus Fisker S Leather Duty Gloves with Spectra® Lining	BLK	50	—	$27.00	$1,350.00
Swift Water Rescue					
NRS Rescue Wetsuit	BLK/YEL	50	—	$260.00	$13,000.00
				$ —	$ —
				$ —	$ —
NRS Reactor Rescue Gloves	BLK/YEL	50	—	$42.00	$2,100.00
NRS Rapid Rescuer PFD	BLK/YEL	50	—	$195.00	$9,750.00
NRS Havoc Livery Helmet	Assorted	50	—	$35.00	$1,750.00
Petzl Duo LED 5 Headlamp	BLK/YEL	50	—	$112.00	$5,600.00
Princeton Tec Meridian Strobe Helmet Light	BLK/YEL	50	—	$26.00	$1,300.00
				Grand Total $	167,862.50

Note: Brand Name or "Equivalent"

Section 1 + section 2 Total: $1,095,562.50

31.3 Section 3 Footwear

Item	Color	QTY	Size	Unit Price	Extended Total
FOOTWEAR in Black					
10" Justin Black Pitstop Steel Toe Style #4767	BLK	100	7-14	$140.00	$14,000.00
10" Justin Black Melo-Veal Style # 3170	BLK	100	7-14	$155.00	$15,500.00
10" Justin Black Kipskin Roper W/Leather Sole #3133	BLK	50	6-15	$120.00	$6,000.00
8 "Red Wing Lace UP #4473	BLK	100	7-14	$160.00	$16,000.00
Fire Boot Kit (#4473) Zipper Kit for Red Wing Lace up	Blk	50	8-11	$20.00	$1,000.00
11" Red Wing Pull On Steel Toe Electrical Hazard Boot #4471	BLK	100	6.5-14	$170.00	$17,000.00
11" Red Wing Pull On Non Steel Toe #1125	BLK	50	7-15	$150.00	$7,500.00
11" Red Wing Pull On Steel Toe Boot #2252	BLK	10	6-15	$160.00	$1600.00
NRS Work Book Wet Shoe	BLK	20	6-14	$73.00	$1460.00
Rocky® Alpha Force 8" Zipper Boot FQ0002173	BLK	50	4-15	$90.00	$4,500.00
Under Armour Men's Tactical Mirage Shoe (Work out / Running Shoes)	BLK	100	8-14	$65.00	$6,500.00
Thorogood 14" Power HV Structural Bunker Boots	BLK	50	5-15	$260.00	$13,000.00
Thorogood 8" Zipper Waterproof / Safety Toe Station Boots 804-6032	BLK	50	8-14	$115.00	$5,750.00
Magnum Stealth Force 8" Waterproof Zipper Boot #5870	BLK	50	7-15	$110.00	$5,500.00
Rocky® Pro Cell Hi Gloss Oxfords FQ00510-8	BLK	50	3-14	$85.00	$4,250.00
			Gand Total $		121,560.00

Note: Brand Name or "Equivalent"

Equipment Make and Model: Specific to each line item | section 1-3 total: $1,217,122.50

Model Year: N/A

Estimated Time of Delivery: 10-14 in stock Items Days

Type of Contract: Fire Dept. Uniform

Contract Number: TBD Upon award

List the Cooperative Purchasing Program and Contract Number –

Company Name: Galls, LLC

Owner/President Name: Michael Wessner, CEO

Company Address: 1340 Russell Cave Rd.

City, State, Zip Code: Lexington, KY 40505

Company Authorized Representative's Signature: Heather Sims

Company Representative's Name: Heather Sims

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

32.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

33.0 Tab C

[X] **I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.**

Charles Molfar — **Name** | **Signature** | 1-11-16 — **Date**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity — Date

34.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF ~~TEXAS~~ Kentucky {}
COUNTY OF ~~WEBB~~ Fayette {}

CHUCK Moyer

Being first duly sworn, deposes and says:

That he/she is Chief Operating Officer
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 8th day of Jan 20 16.

Nancy Lenhart
Notary Public #509690

My commission expires:

5/3/18

35.0 Tab E

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☑ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ **List of contributors:** N/A

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☑ I am not aware of any conflict(s) of interest issues under Section 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(s) of interest:

***Acknowledgements**

☑ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☑ **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☑ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☐ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: _____ Title: COO

Company Name or DBA: Galls, LLC Date: 1-8-16

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

35.0 Tab F

36.0 Tab F

PURCHASE OF UNIFORMS CONTRACT
LAREDO FIRE DEPARTMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This contract is made by and between the City of Laredo, acting by and through its duly authorized City Manager hereinafter termed the Owner, and Galls, LLC (Company name), of the City of Lexington, County of Fayette, State of Kentucky, his/their executors, administrators, heirs, successors, or assigns, hereinafter termed the "Provider".

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

SCOPE OF SERVICES

GENERAL INTENT - It is the intent of the City of Laredo to solicit sealed competitive bids for a three year term contract (awarded by sections) for the purchase of fire fighters uniforms and related equipment for the Laredo Fire Department. The Laredo Fire Department's collective bargaining agreement allows for a uniform allowance of $600.00 per fire fighter. The Fire Chief approves a list of uniforms and related equipment that may be purchased with this allowance. The intent of this contract is to provide a contract that allows each individual fire fighter to purchase the uniforms and equipment of their discretion from the approved order list and approved vendor(s). There are four hundred (400) authorized fire fighter positions.

RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of the Provider to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

INDEMNIFICATION

Contractor covenants and agrees to FULL INDEMNIFY and HOLD HARMLESS, the City and elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of actions, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from or related to Contractor's activities under this Agreement, including any acts or omissions of Contractor, any agent, officer, director, representative, employee consultant or subcontractor of Contractor, and their respective officers, agents, employees, directors and representative while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence causes personal injury, death, or property damage. IN THE EVENT Contractor AND City ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or identity.

Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.

NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

City of Laredo:
Jesus M. Olivares
1110 Houston Street
Laredo, TX 78040

Company Name: Gatti, LLC
COO ~~Owner~~ Name:
Address: 1340 Russell Cave Rd.
City, State, Zip Code: Lex Ky 40505

CORPORATE AUTHORITY

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

FUNDING

This agreement is contingent upon funding being available for the term designated in this agreement. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

AMENDMENT OR MODIFICATION

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

INSURANCE AND PERFORMANCE AND PAYMENT BONDS

The Provider shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. The vendor shall provide four original performance and payment bonds. Pricing of performance payment bonds shall be included in the total price of the project.

ASSIGNMENT

Neither this agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the City of Laredo.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to this subject matter. No other agreement, statement, or promise relating to this subject matter will be valid or binding unless in writing and signed by both parties.

PARAGRAPH HEADINGS

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect whatever.

TEXAS LAW

This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas.

And the Owner in consideration of the full and true performance of the said work by said Contractor hereby agrees to and binds itself to pay the said Provider the unit price set forth in the attached Bid, and in the manner provided in the Specifications.IN WITNESS WHEREOF, the OWNER AND THE PROVIDER have hereunto set their hand this 8 th day of January 2015.

Balls LLC
Provider/Firm (Typed)

Signature

Chuck Moyer
Signature (Typed)

Title: COO

PO Box 450392
Address
Laredo, TX 78045
City/State/Zip Code

Telephone Number:

Fax Number

ATTEST:

CITY OF LAREDO, TEXAS

Doanh T. Nguyen,
Acting City Secretary

Jesus M. Olivares, City Manager

APPROVED AS TO FORM:

Raul Casso, City Attorney

37.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 12, 2016; and all bids received will be opened and read publicly at 2:00 PM at the Office of the City Secretary on January 13, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Fire Department Uniforms
FY16-027

Bids are to be mailed: City of Laredo - City Secretary
C/O Doanh T. Nguyen
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Doanh T. Nguyen
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Galls has been in business for 48 years servicing the public safety market specializing in law enforcement, fire departments, security, corrections, emergency medical services, military and transit uniforms and equipment.

- ✓ Galls was founded in 1967
- ✓ Acquired by ARAMARK in 1995
- ✓ Acquired Long Beach Uniform in 2002
- ✓ 5 Retail / Contract Centers in Southern CA
- ✓ Large and growing customer base
- ✓ Over 1 million individuals
- ✓ 68%+ of all law departments in US make purchases from Galls
- ✓ Launched first custom website in 2004
- ✓ Purchased by CI Capital Investment Group in 2011
- ✓ Purchased Quartermaster Uniforms of Cerritos, CA in January 2013
- ✓ Purchased Roy Tailor's of Cincinnati/Columbus, OH in September 2013
- ✓ Purchased Best Uniforms of VA and NC in August 2014
- ✓ Purchased Blumenthal's Uniforms of the northwest in late 2014
- ✓ Purchased Lone Star Uniforms in late 2014

Galls is a manufacturer of three private label brands (Galls, Duty Pro & Dynamed). We have over 1400 private label products. We are also a tier 1 major distributor of products from over 550 suppliers. We have the staff and resources to partner with our large clients on design and development of custom made uniforms, bags, footwear, etc. In instances where forecasted quantities are not very high but the need still exists, Galls sources the needed item from one of its current vendors or finds a new source and adds the vendor. For each new style that is developed from scratch Galls has a comprehensive product development and QC process. As part of the development process specifications are created to meet the customer's requirements. Independent lab tests are performed on all materials to ensure compliance. QC is done throughout the manufacturing process, prior to shipment from the factories and again upon arrival at Galls DC. Galls uses MIL-STD 105-E, AQL random sampling plan for its QC audits. This is the generally accepted method and is used by most large apparel manufacturers. For BRANDED items purchased from one of Galls suppliers, the majority of these suppliers follow the same QC processes that Galls follows on its own private label products. In addition, Galls performs a series of QC checks as the items move through our system for embellishments and order fulfillment. Quality checks are done within our production area at every step for items being hemmed, patches applied, embroidered, etc. We also conduct accuracy audits for each order that is fulfilled prior to shipment.

Galls has designers and spec writers. We partner with foreign and domestic independent testing labs to conduct various physical property tests as applicable. Our garment fits are time tested across a broad spectrum of the uniform market place. Note: Galls designers have won several NAUMD (National Association of Uniform Manufacturers and Dealers) Image of the Year Awards.

Galls has a fully staffed Inventory Management Department (IM) that is responsible for purchasing and managing our inventory. On average Galls holds approximately $30M in on-hand inventory. The IM Dept. utilizes the E3 planning and forecasting system software which is fully automated. The system uses complex algorithms to compute current and future needs on finished

goods inventory. Galls' IM Team reviews electronic data provided by the E3 system and then adds human logic as well as customer input. Purchase Orders are then released for finished goods to our vendors. This process takes into account constraints such as lead time, process time, cycle time, instability in order patterns, and historical demand. For many of our large programs we have negotiated with vendors to hold safety stock levels which allow us to react quicker on replenishment needs.

Our state-of-the-art Production area can provide all types of uniform embellishments to include hemming, patch applications, embroidery, heat press, name tag engraving, etc.

Galls' distribution center is located in Lexington, KY. The DC is approx. 350,000 sq ft, contains 40,000 active pick locations and 38,000 reserve locations. The DC ships an average of 2700 orders daily or 700k orders annually. They ship an average of 3200 cartons daily or 836k annually. The Production area performs an average of 4800 embellishments daily or 1.25M embellishments annually. Current capacity is 82% in the active and 84% in reserve. We have a fully automated warehouse management software tool (PKMS), state of the art conveyor system for order fulfillment and a complete embellishment department for hemming, striping, embroidery, heat press, patch applications, etc.

Galls also has a dedicated Contract Management Department working in conjunction with our Sales Department who will be responsible for supporting operations and compliance for all large contracts. Within the department we have Program Managers, Contract Specialists, and other support personnel.

The user will access the site and log in using common eCommerce controls by entering a user ID and password. The user will then select products and quantities for their shopping cart and when appropriate, will move the checkout feature for payment; either thru allotment or credit card. Once the order is submitted, the use will receive an email notification of the successful receipt of the order along with an order number. Depending the approval hierarchy that you wish to employ and how quickly those approvals are given; the order will then process to our distribution center via our ERP system that is integrated seamlessly with our web program. Once in our distribution center, our warehouse management system prints a pickticket for the order and the pick team will begin picking the order. Orders requiring embellishment are systematically routed to our Production area as needed. Completed orders are sent to the packing team for final audit to insure accuracy before loading on to the UPS trailer. Over 90% of Galls order that do not require embellishment are picked and shipped within 24 hours of the order being processed. Once shipped, the user will receive an email notification informing them that the order has shipped along with the carrier's tracking information.

GALLS

PROPPER EXTRICATION SUIT

Item# FE212

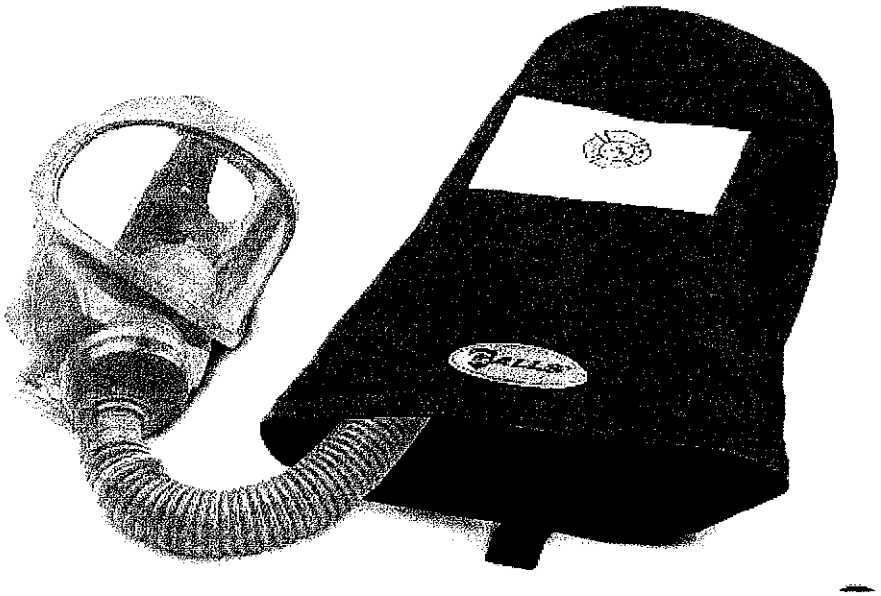
Features:

Propper's extrication coverall suit is built for the toughest situations with reinforced elbows and forearms. Reflective trimming on the arms, back and legs keep you visible when responding in low-light conditions.

- 7.7 oz, FR cotton blend 88% cotton, 12% nylon
- 3" FR triple trim across back, around upper arms and leg cuffs
- Hook and loop adjustable throat latch
- Left chest radio pocket with utility strap
- Mic clip above radio pocket
- Right chest oversized utility pocket
- Lined and reinforced padded elbows and forearms
- Hook and loop adjustable cuff closures
- Heavy duty, two-way Aramid zipper front closure with hook and loop storm flap (fly area - no hook and loop for easy access)
- Hook and loop adjustable take-up straps at waist
- Scissor pocket with straps over semi-bellowed cargo pockets on both thighs
- Two rear patch pockets with hook and loop flap closures
- Padded knees and shins
- 12" leg zipper with hook and loop adjustable straps at ankle
- Made in the USA

GALLS SCBA MASK BAG WITH PROTECTIVE LINING

Item# BG027



Features:

Protect your SCBA mask from dirt or scratches with the Galls SCBA mask bag.

- 1000 denier nylon construction
- Soft felt interior lining to avoid scratching your mask
- Velcro® closure
- Imported
- Measures 14"H x 6"W x 6"D

Mask sold separately• 12" leg zipper with hook and loop adjustable straps at ankle
- Made in the USA

Fleet Management **49. a.**

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Ronald W. Miller, Acting Fleet Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual contract FY18-033 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's Case equipment with Nueces Power Equipment, Corpus Christi, Texas, in an amount up to $93,750.00. All parts and services will be secured on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the last extension period for this contract. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Amended and approved a one year contract on 12/3/18.

BACKGROUND

This contract establishes pricing contract for original equipment manufacturer parts and service for the City's Case equipment. There was no price increase during the last extension period. This is the last extension period for this contract.

Current Contract Pricing:

Nueces Power Equipment

	Case Captive Parts/Service
Discount Offered	0%
Product I.D. (Mfr.)	Case Parts
Labor Rate for Service	$ 130.00 Per Hour
Mileage Rate	$ 0.00 Per Mile

A complete bid tabualation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	593-2810-533-2072
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made.

Attachments

FY18-033 Bid Tab

Contract FY18-033

					Nueces Power Equipment	
					Total Price	$130.00
Line #	Description	Mfgr	QTY	UOM	Unit	Extended
1	Section I: John Deere Captive New Parts/ServiceItem Notes: Parts will be delivered within _____ working days after receipt of order. Business hours are from _____ A.M. to _____ P.M., _____ days per week.	John Deere C	1	PKG	No Bid	
1.1	Percentage of Discount offered	John Deere C	1	EA		
1.2	Hourly Labor Rate for Services		1	EA		
1.3	Mileage Rate (if any) per mile		1	EA		
2	Section II: Case Captive New Parts/ServiceItem Notes: Parts will be delivered within _____ working days after receipt of order. Business hours are from _____ A.M. to _____ P.M., _____ days per week.	Case OEM Pa	1	PKG	**$130.00**	$130.00
2.1	Percentage of Discount Offered	Case OEM Pa	1	EA	0	
2.2	Hourly Labor Rate for Services		1	EA	**$130.00**	
2.3	Mileage Rate (if any) per mile		1	EA	$0.00	$0.00

City of Laredo
Purchasing Division
Contract Renewal Notice

July 19, 2019

Ms. Carla Strasheim
Nueces Power Equipment
101 Oil Parch Road
Laredo, Texas 78043

Re: Case OEM Parts/Services
Contract Renewal Extension II
FY18-033

Dear Mr. Strasheim,

A contract for the purchase of Case OEM parts and services was awarded to your company on 3/19/18. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the last extension period for this contract.

Contract Pricing:

	Case Captive Parts/Service
Discount Offered	0%
Product ID	Case Parts
Date Price Schedule	2018
Labor Rate for Service	$ 130.00 Per Hour
Mileage Rate	$ 0.00 Per Mile

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Nueces Power Equipment

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: Earl Dilland

Print Name: Earl Dilland

Date: 7-22-19

City of Laredo
Purchasing Division

LETTER OF AWARD

December 5, 2018

Ms. Carla Strasheim
Nueces Power Equipment
101 Oil Parch Road
Laredo, Texas 78043

Re: Case OEM Parts/Service
Contract FY18-033
Extension I

Dear Ms. Strasheim,

This is to inform you that contract renewal for FY18-033 was approved by the City Council on December 4, 2018. The term of this contract shall be for a period of one year. This is the first of two extension periods. This contract will be for parts and services.

Contract Pricing:

	Case Captive Parts/Service
Discount Offered	0%
Product ID	Case Parts
Date Price Schedule	2018
Labor Rate for Service	$ 130.00 Per Hour
Mileage Rate	$ 0.00 Per Mile

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.
Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 12/03/2018
Initiated By: Mario Maldonado, Executive Director of Transportation
Staff Source: Heberto "Beto" L. Ramirez, Fleet Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew and amend contract FY18-033 by 25% for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's Case equipment with Nueces Power Equipment, Corpus Christi, Texas, in an additional amount up to $18,750.00 due to an increase in usage; new contract total amount will be $93,750.00. All parts and services will be secured on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the first of two extension periods. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 3/19/18.

BACKGROUND

Due to increase in the purchase of Case parts and services, this contract will fund out before the expiration date. Staff is recommending renewing and amending the contract by 25% with Nueces Power Equipment. There was no price increase during the last extension period. This is the first of two extension periods. The term of this contract shall expire on 3/19/19.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract may be extended for one, additional one (1) year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to

exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Current Contract Pricing:

Nueces Power Equipment

	Case Captive Parts/Service
Discount Offered	0%
Product I.D. (Mfr.)	Case Parts
Type Price Schedule (dealer jobber, etc..)	Retail
Labor Rate for Service	$ 130.00 Per Hour
Mileage Rate	$ 0.00 Per Mile

Current Contract Amount	$ 75,000.00
25% Increase	$ 18,750.00
Revised Contract Amount	$ 93,750.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be amended and renewed.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	593-2810-533-2072
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made.

Attachments

FY18-033 Contract

City of Laredo
Purchasing Division
Contract Renewal Notice

November 19, 2018

Ms. Carla Strasheim
Nueces Power Equipment
101 Oil Parch Road
Laredo, Texas 78043

Re: Case OEM Parts/Services
Contract Renewal Extension I
FY18-033

Dear Mr. Strasheim,

A contract for the purchase of Case OEM parts and services was awarded to your company on 3/19/18. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of two extension periods for this contract.

Contract Pricing:

	Case Captive Parts/Service
Discount Offered	0%
Product ID	Case Parts
Date Price Schedule	2018
Labor Rate for Service	$ 130.00 Per Hour
Mileage Rate	$ 0.00 Per Mile

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Nueces Power Equipment

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Carla Strasheim

Date: 11-19-18

City of Laredo
Purchasing Division
Contract Renewal Notice

November 19, 2018

Ms. Carla Strasheim
Nueces Power Equipment
101 Oil Parch Road
Laredo, Texas 78043

Re: Case OEM Parts/Services
Contract Renewal Extension I
FY18-033

Dear Mr. Strasheim,

A contract for the purchase of Case OEM parts and services was awarded to your company on 3/19/18. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of two extension periods for this contract.

Contract Pricing:

	Case Captive Parts/Service
Discount Offered	0%
Product ID	Case Parts
Date Price Schedule	2018
Labor Rate for Service	$ 130.00 Per Hour
Mileage Rate	$ 0.00 Per Mile

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador for
Purchasing Agent

Nueces Power Equipment

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

City of Laredo
Purchasing Division

LETTER OF AWARD

March 21, 2018

Ms. Carla Strasheim
Nueces Power Equipment
101 Oil Parch Road
Laredo, Texas 78043

Re: Case OEM Parts/Service
Contract FY18-033
Approved by City Council on March 19, 2018

Dear Ms. Strasheim,

This is to inform you that contract FY18-033 was approved by the City Council on March 19, 2018. The term of this contract shall be for a period of one year. This contract has two extension periods. This contract will be for parts and services.

Contract Pricing:

	Case Captive Parts/Service
Discount Offered	0%
Product ID	Case Parts
Date Price Schedule	2018
Labor Rate for Service	$ 130.00 Per Hour
Mileage Rate	$ 0.00 Per Mile

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us.If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.
Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 03/19/2018
Initiated By: Mario Maldonado, Executive Director of Transportation
Staff Source: Heberto "Beto" L. Ramirez, Fleet Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual contract FY18-033 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's Case equipment to the sole bidder Nueces Power Equipment, Corpus Christi, Texas, in an amount up to $75,000.00. All parts and services will be secured on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract allows for two additional, one year extensions upon mutual agreement of the parties. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City went out on formal bid solicitations through Cit-E-Bid for awarding a contract for providing original equipment manufacturer parts and service for the City's Case equipment. Staff is recommending that this contract be awarded to the sole bidder Nueces Power Equipment.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract allows for two additional one year extension upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew

or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Current Contract Pricing:

Nueces Power Equipment

	Case Captive Parts/Service
Discount Offered	0%
Product I.D. (Mfr.)	Case Parts
Type Price Schedule (dealer jobber, etc..)	Retail
Labor Rate for Service	$ 130.00 Per Hour
Mileage Rate	$ 0.00 Per Mile

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2018

Bugeted Y/N?: Yes

Source of Funds:

Account #: 593-2810-533-2072

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made.

Attachments

Contract FY18-033

City of Laredo Purchasing (City of Laredo Purchasing)
Supplier Response

Bid Information

Bid Creator	Enrique Aldape III Administrative Assistant II
Email	ealdape@ci.laredo.tx.us
Phone	(956) 794-1733
Fax	(956) 790-1805
Bid Number	FY18-033 Case & John Deere OEM Parts/Services
Title	Case & John Deere OEM Parts/Services
Bid Type	RFB
Issue Date	1/26/2018 09:25 AM (CT)
Close Date	2/22/2018 05:00:00 PM (CT)

Contact Information

Address	5512 Thomas Avenue Laredo, TX 78041
Contact	Enrique Aldape III
Department	Purchasing Division
Building	Public Works Service Center
Floor/Room	
Telephone	956 (794) 1733
Fax	956 (790) 1805
Email	ealdape@ci.laredo.tx.us

Ship to Information

Address	1110 Houston St 3rd floor Laredo, TX 78043
Contact	Jose A. Valdez, Jr.
Department	City Secretary
Building	City Hall 3rd floor
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Nueces Power Equipment
Address	101 Oil Patch Road Laredo, TX 78043
Contact	Carla Strasheim
Department	
Building	
Floor/Room	
Telephone	(956) 725-0066
Fax	
Email	carla@npetex.com
Submitted	2/23/2018 03:25:00 PM (CT)
Total	$130.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Tiffany Franklin on behalf of Nueces Power Equipment Email carla@npetex.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes
Please review the following and respond where necessary

#	Name	Note	Response
1	Award By Section	This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code	Yes
2	Questionnaire Description	"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".	(No Response Required)
3	Name of Offeror (Business)		Nueces Power Equipment
4	Print Name of person authorized to sign bid		Carla Strasheim
5	Title		Machinery Sales Admin
6	Business Address		101 Oil Patch Road
7	City, State, Zip Code		Laredo, TX 78043
8	Telephone Number		(956) 725-0066
9	Federal Tax ID Number		74-1649707
10	Bidders Principal/Corporate Place of Business Address		PO Box 4789, Corpus Christi, TX 78469
11	Indicated Status of Business		Corporation
12	If other state business status		
13	State how long under its present bsuiness name		1988
14	If applicable, list all other names under which the Business identified above operated in the last five years		Nueces Farm Center, Inc. DBA Nueces Power Equipment
15	Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo?		Yes
16	Question #1	Has the business, or any officer or partner thereof, failed to complete a contract?	No
17	Question 2	Is any litigation pending against the Business?	No
18	Question #3	Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity?	No
19	Question #4	If yes to question 3, offeror needs to explain the expected impact both in organizational and directional terms.	

20	Question #5	Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?	No
21	Question #6	Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting?	No
22	Question #7	Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?	No
23	Question #8	Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default?	No
24	Question #9	Is the Business in arrears in any contract or debt?	No
25	Question #10	Has the Business been a defaulter, as a principal, surety, or otherwise?	No
26	Question #11	Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason?	No
27	State if the Company is a certified minority business enterprise	The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.	(No Response Required)
28	Historically Underutilized Business (HUB)		No
29	Small Disadvantaged Business Enterprise (SDBC)		No
30	Disadvantaged Business Enterprise (DBE)		No
31	Other: Please specify		N/A
32	This company is not a certified minority business		This company is not a certified minority business
33	Contact Person Email Address		carla@npetex.com

34	Conflict of Interest Disclosure	A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.	(No Response Required)
35	Conflict of Intererst Questionnaire Form CIQ	For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	(No Response Required)

36	Question 1. I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS	If you attest there is no conflict of interest, please skip sections 2-8.	I attest there is no coflict of interest
37	Question 2. Name of person who has a business relationship with local governmental entity		
38	Question 3. Check this box if you are filing an update to a previously filed questionnaire.	(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
39	Question 4. Name of local government officer(s) with whom filer has employment or business relationship.	This section (including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.	
40	Question 5. Sub-Part A	A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire?	No
41	Question 6. Sub-Part B	B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?	No
42	Question 7. Sub-Part C	C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more?	No
43	Question 8. Sub-Part D	D. Describe each employment or business relationship with the local government officer named in this section	
44	Disclosure Form	For details on use of this form, see Section 4.01 of the City's Ethics Code.	(No Response Required)
45	This is a		New Submission
46	Question 1. Name of person submitting this disclosure form	Please include First Name, Middle Initial, Last Name and Suffix (if applicable)	Carla Strasheim
47	Question 2. Contract Information	Please include the following: a)Contract or Project Name b)Originating Department	a) Case & John Deere OEM Parts/Service-Fleet Department, FY18-033 b) City of Laredo
48	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)		Nueces Power Equipment
49	Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.		Not Applicable
50	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3	If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.	

51	Question 5. List any individuals or entitites that will be subcontractors on this contract		Not Applicable
52	Question 5. List any individuals or entities that will be subcontractors on this contract	If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.	
53	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract		Not Applicable
54	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract	If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.	
55	Question 7. Disclosure of political contributions	List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)	Not Applicable
56	Question 7. Disclosure of policitcal contributions	If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.	
57	Updates on contributions required	Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.	(No Response Required)
58	Question 8. Disclosure of conflict of interest	Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?	I am aware of conflict of interest
59	8. Disclosure of Conflict of Interest	If you selected I am aware of conflict of interest is question 8, please list them in this section.	N/A (system glitch. Per Brenda M., I had to select this option)
60	Question 9. Updates Required	I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.	I have read and understand this section

61	Question 10. No Contract with City Officials or Staff during Contract Evaluation	I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.	I have read and understand this section
62	Question 11. Conflict of Interest Questionnaire (CIQ)	Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.	I have acknowledge that I have been advised
63	Question 11. Oath	Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date	1) Carla Strasheim 2) Machinery Sales Admin 3) Nueces Farm Center, Inc. DBA Nueces Power Equipment
64	Question 12. Oath	I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.	I swear or affirm information is correct
65	Question 4.List any buisness entity(ites) that is a partner, parent, subsidiary buisness entity(ies) of the individual or entity listed in Question 4		Not Applicable
66	Company Information Questionnaire		I have completed this section
67	Conflict of Interest Questionnaire		I have completed this section
68	Non-Collusive Affidavit		I have completed and included this form
69	Discretionary Contracts Disclosure		I have completed this section

70	Certificate of Interested Parties (Form 1295)	In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 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. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295)	I will comply with this form

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be

returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
4.0 REJECTION OF BIDS
The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.
5.0 WITHDRAWAL OF BIDS
Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE BIDS OR MODIFICATIONS
Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS
If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific

reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.
All protests must be duly submitted via Certified Mail to:
City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded by sections to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without

further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:

Jorge J. Jolly, Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	Section I: John Deere Captive New Parts/Service Item Notes: Parts will be delivered within _____ working days after receipt of order. Business hours are from _____ A.M. to _____ P.M., _____ days per week.	No Bid

Manufacturer: John Deere OEM Parts/Service

Item Notes: Please submit "0" for unit price

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
1.1	1	EA	Percentage of Discount offered	

Manufacturer: John Deere OEM Parts

Supplier Notes:

1.2	1	EA	Hourly Labor Rate for Services	

Manufacturer: Case OEM Parts

Supplier Notes:

1.3	1	EA	Mileage Rate (if any) per mile	

Manufacturer: Case OEM Parts

Supplier Notes:

2	1	PKG	Section II: Case Captive New Parts/Service Item Notes: Parts will be delivered within _____ working days after receipt of order. Business hours are from _____ A.M. to _____ P.M., _____ days per week.	$130.00

Manufacturer: Case OEM Parts/Service

Item Notes:

Supplier Notes: Parts will be delivered within 2-5 working days after receipt of order. Business hours are from 7:00 a.m. to 5:00 p.m., 5 days per week.

Package Line Items:

#	Qty	UOM	Description	Response
2.1	1	EA	Percentage of Discount Offered	0.00

Manufacturer: Case OEM Parts

Item Notes: Please submit "0" for unit price

Supplier Notes: Mfr. CASE, Retail price schedule, N/A Price Schedule Number, N/A Date of price schedule, N/A price schedule column on which discount is based.

2.2	1	EA	Hourly Labor Rate for Services	130.00

Manufacturer: Case OEM Parts

Supplier
Notes:

2.3	1	EA	Mileage Rate (if any) per mile	0.00

Manufacturer: Case OEM Parts

Supplier
Notes:

Response Total: $130.00

#1

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

CASE & JOHN DEERE HEAVY EQUIPMENT OEM PARTS/SERVICE
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of OEM captive parts and repair service of Case and John Deere heavy equipment for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

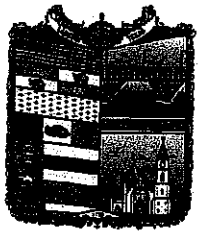
Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 22, 2018; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 23, 2018.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Case & John Deere OEM Parts/Service – Fleet Department
FY18-033

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.



City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the supply of OEM captive parts and repair service of Case and John Deere heavy equipment for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through https://cityoflaredo.ionwave.net/Login.aspx Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 22, 2018** and all bids received will be **opened** and read publicly on **February 23, 2018 at 3:00 PM.**

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FY18-033

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Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 25th DAY OF JANUARY 2018.

Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) *ANNUAL SUPPLY/SERVICE CONTRACTS*: This contract does not commit the City to purchase the quantities indicated.

The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by sections** to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager

956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS (Not required for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

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.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, 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. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Formal Invitation for Bids
Case, Caterpillar, & John Deere OEM Parts/Service

15.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the for awarding an annual contract for the supply of OEM captive parts and repair service of Case and John Deere heavy equipment for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 All questions for this bid shall be submitted in writing or by email no later than, February 7, 2018 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Heberto "Beto" Ramirez	(956) 727-6451	hramirez@ci.laredo.tx.us

15.0 General Conditions

15.1 Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

16.0 General Requirements

16.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

16.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

16.3 Bids will be awarded by sections to the lowest responsible bidder meeting the city's requirements.

16.4 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

16.5 Bids not submitted on these forms will not be considered.

16.6 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.

16.7 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.

16.8 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.

16.9 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

16.10 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

16.11 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.

16.12 Bids for parts exceeding the suggested OEM retail price will be rejected.

16.13 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.

17.0 Specifications

17.1 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award. Outside parts will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.

17.2 Parts by contractor will be billed at the discount noted in the Schedule of Items.

17.3 Invoices:

17.3.1 Must be legible and reference a valid purchase order number.

17.3.2 Must be approved by an appropriate City of Laredo Fleet department representative.

17.3.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

17.4 City of Laredo personnel may pickup parts from Contractor's facility.

17.5 All parts must be new and best available unless authorized in advance by the Fleet Maintenance representative.

17.6 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.

17.7 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

18.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

18.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

19.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.
Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

19.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

20.0 Price Adjustment****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

21.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties (Form 1295)

22.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) NUECES POWER EQUIPMENT

Signature of person authorized to sign bid _____ Date 2/21/2018

Print Name of person authorized to sign bid CARLA STRASHEIM

Title: MACHINERY SALES ADMIN

Business Address: 101 OIL PATCH RD

City, State, Zip Code: LAREDO, TX 78043

Telephone Number: 956-725-0066 Fax Number: 956-725-6466

Contact Person Email Address: CARLA@NPETEX.COM

Federal Tax ID Number: 74-1649707

Bidders Principal/Corporate Place of Business Address: P.O. Box 4789, CORPUS CHRISTI, TX 78469

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 1988

If applicable, list all other names under which the Business identified above operated in the last five years.

NUECES FARM CENTER, INC. DBA NUECES POWER EQUIPMENT

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☑

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

23.0 Tab B Price Schedule

23.1 Section I: John Deere Equipment Captive New Parts/Service

Percent of discount offered	_____%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	
Labor Rate for Services	$_____Per Hour
Mileage Rate (if any)	$ _____Per Mile

Parts will be delivered within _____ working days after receipt of order.

Business hours are from _____ A.M. to _____ P.M., _____ days per week.

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

23.2 Section II: Case Equipment Captive New Parts/Service

Percent of discount offered	0 %
Product identification (Mfr.)	CASE
Type price schedule (dealer, jobber, etc.)	RETAIL
Price Schedule Number	N/A
Date of price schedule	N/A
Price schedule column on which discount is based (i.e. distributor, net, wholesale	N/A
Labor Rate for Services	$ 130.00 Per Hour
Mileage Rate (if any)	$ 0.00 Per Mile

Parts will be delivered within 2-5 working days after receipt of order.

Business hours are from 7:00 A.M. to 5:00 P.M., 5 days per week.

Company Name: NUECES POWER EQUIPMENT

Owner/President Name: CLIFTON BRADSHAW

Company Address: P.O. Box 4789

City, State, Zip Code: Corpus Christi, TX 78469

Company Authorized Representative's Signature:

Company Representative's Name: CARLA STRASHEIM

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

24.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

26.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a X New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First	M.I.	Last	Suffix
CARLA		STRASHEIM	

***2. Contract Information.**

a) Contract or Project name(s): CASE & JOHN DEERE OEM PARTS/SERVICE-FLEET DEPARTMENT
FY18-033

b) Originating Department(s): CITY OF LAREDO

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Name (Print)	Signature	Name (Print)	Signature
NUECES POWER EQUIPMENT			

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies): _____

***5. List any individuals or entities that will be subcontractors on this contract.**

☑ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☑ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☑ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☑ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

_____

_____

***Acknowledgements**

☑ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☑ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☑ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

CARLA STRASHEIM		MACHINERY SALES ADMIN
Name (Print)	Signature	Title
NUECES FARM CENTER, INC. DBA NUECES POWER EQUIPMENT		FEBRUARY 21, 2018
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

[X] I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

CARLA STRASHEIM — Name | Signature | 2/21/2018 — Date

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity — Date

25.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is RODNEY BISHOP
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 21ST day of FEBRUARY 2018

CARLA STRASHEIM
My Notary ID # 124763817
Expires January 13, 2020

Notary Public

My commission expires:

JANUARY 13, 2020

27.0 Tab F – Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

27.1 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.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

27.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

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

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

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 goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

28.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 22, 2018; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 23, 2018.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Case & John Deere OEM Parts/Service – Fleet Department
FY18-033

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

UECES POWER EQUIPMENT
NPE
SALES - RENTALS
O. BOX 4789 • CORPUS CHRISTI TEXAS 78469

RECEIVED
2018 FEB 22 PM 2:00
CITY SECRETARY'S OFFICE

#1

CITY OF LAREDO-CITY SECRETARY
C/O JOSE A. VALDEZ, JR.
CITY HALL-THIRD FLOOR
1110 HOUSTON STREET
LAREDO, TX 78040

BID: CASE & JOHN DEERE OEM PARTS/SERVICE-FLEET DEPARTMENT
FY18-033

Fleet Management **b.**

City Council-Regular
Meeting Date: 08/05/2019
Staff Source: Ronald Miller, Acting Fleet Director

SUBJECT

2019-R-112 Consideration to authorize the City Co-Interim City Managers to sell surplus equipment to the City of Rio Bravo, Texas. Surplus equipment consists of two side loader refuse trucks. Surplus equipment will be sold at a reduced price of the salvage value. The sale price is as follows: Unit 6251 2011 Peterbilt/McNeilus side loader for $9000.00, and Unit 6253 2011 Peterbilt/McNeilus side loader for $9000.00.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	
Source of Funds:	556-0000-374-3000
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Proceeds of sale will be deposited in account #556-0000-374-3000.

Attachments

Asset Transfers
Copy of Vehicle Titles

CITY OF LAREDO
FIXED ASSETS TRANSFER/DISPOSITION FORM

INSTRUCTIONS:

1. Form must be completed by the department transferring/disposing the asset.
2. If, transferring of assets, the form must be signed by both originating and receiving departments. The form must then be sent to Fleet (vehicles) or Finance (equipment). For vehicles, Fleet Management will then submit the form to the Finance Department.
3. For all disposition codes from #1-#6 below, the form must be submitted to the City Manager's office for approval. City Manager's approval must be obtained prior to the disposition of the asset.
4. After City Manager's approval, the form will be sent to the Finance Department. Finance will ensure that the appropriate departments are notified of the approval as well as ensuring that the items are eliminated from the City's Asset System.

ORIGINATING DEPARTMENT	ASSET #/UNIT #	OLD LOCATION	DESCRIPTION	COST
Solid Waste	6251	Solid Waste	2011 Peterbilt Manelos Auto	$226,407.00
DATE OF ACTION	**DISPOSITION CODE**	**SERIAL NUMBER**	**RECEIVING DEPARTMENT**	**NEW LOCATION**
5/6/19	1	3bpz1ooxx6f115401 G93720FBED07	Fleet	Fleet

*NOTE:
DISPOSITION CODE #1 - #6 REQUIRE CITY MANAGER'S APPROVAL PRIOR TO DISPOSITION OF ASSET.

DISPOSITION CODES

1. SURPLUS OR OBSOLETE-SERVICEABLE
2. BEYOND REPAIR-UNSAFE
3. TRADE IN
4. SALE OF ASSET
5. STOLEN
6. OTHER _____
7. TRANSFER BETWEEN DEPARTMENTS

IT IS THE RESPONSIBILITY OF THE ENSUING DEPARTMENT TO ENSURE THE CARE AND FINAL DISPOSITION OF THE ASSET.

Solid Waste
FROM: DEPARTMENT/DIVISION

DEPARTMENT DIRECTOR — DATE 6/4/19

Fleet
TO: DEPARTMENT/DIVISION

DEPARTMENT DIRECTOR — DATE

COMMENTS:

CITY MANAGER APPROVAL _____ DATE 7/28/19

Revised 01/08

FINANCE-WHITE FLEET-CANARY RISK-PINK GOLDENROD-DEPT.

CITY OF LAREDO
FIXED ASSETS TRANSFER/DISPOSITION FORM

INSTRUCTIONS:

1. Form must be completed by the department transferring/disposing the asset.
2. If, transferring of assets, the form must be signed by both originating and receiving departments. The form must then be sent to Fleet (vehicles) or Finance (equipment). For vehicles, Fleet Management will then submit the form to the Finance Department.
3. For all disposition codes from #1-#6 below, the form must be submitted to the City Manager's office for approval. City Manager's approval must be obtained prior to the disposition of the asset.
4. After City Manager's approval, the form will be sent to the Finance Department. Finance will ensure that the appropriate departments are notified of the approval as well as ensuring that the items are eliminated from the City's Asset System.

ORIGINATING DEPARTMENT	ASSET #/UNIT #	OLD LOCATION	DESCRIPTION	COST
Solid Waste	6253	Solid waste	2011 Peterbilt Mcneilus Auto	$226,407.00
DATE OF ACTION	**DISPOSITION CODE**	**SERIAL NUMBER**	**RECEIVING DEPARTMENT**	**NEW LOCATION**
5/6/19	1	3bpz100x3bf115403 G9CC20FC6A7A	Fleet	Fleet

*NOTE:
DISPOSITION CODE #1 - #6 REQUIRE CITY MANAGER'S APPROVAL PRIOR TO DISPOSITION OF ASSET.

DISPOSITION CODES

1. SURPLUS OR OBSOLETE-SERVICEABLE
2. BEYOND REPAIR-UNSAFE
3. TRADE IN
4. SALE OF ASSET
5. STOLEN
6. OTHER _____
7. TRANSFER BETWEEN DEPARTMENTS

IT IS THE RESPONSIBILITY OF THE ENSUING DEPARTMENT TO ENSURE THE CARE AND FINAL DISPOSITION OF THE ASSET.

Solid Waste
FROM: DEPARTMENT/DIVISION

DEPARTMENT DIRECTOR — DATE 5/6/19

Fleet
TO: DEPARTMENT/DIVISION

DEPARTMENT DIRECTOR — DATE

COMMENTS:

CITY MANAGER APPROVAL _____ DATE 7/28/19

Revised 01/08

FINANCE-WHITE FLEET-CANARY RISK-PINK GOLDENROD-DEPT.

Upon sale of this vehicle, the purchaser must apply for a new title within 20 working days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK OF TAB FOR ADDITIONAL INFORMATION.

0130555

CITY OF LAREDO
2800 E SAUNDERS ST
LAREDO, TX 78041-5403

6251
S.W

DETACH HERE

TEXAS CERTIFICATE OF TITLE

TxDMV

TEXAS DEPARTMENT OF MOTOR VEHICLES

98096868

VEHICLE IDENTIFICATION NUMBER	YEAR MODEL	MAKE OF VEHICLE	BODY STYLE
3BPZL00XXBF115401	2011	PTRB	GG

TITLE/DOCUMENT NUMBER: 24020040467151647

DATE TITLE ISSUED: 11/16/2010

MODEL	MFG. CAPACITY IN TONS	WEIGHT	LICENSE NUMBER
6		18595	1113467

PREVIOUS OWNER

RUSH TRUCK CENTER LAREDO LAREDO TX

ODOMETER READING: EXEMPT

OWNER

CITY OF LAREDO
2800 SAUNDERS
LAREDO, TX 78041

REMARK(S)

DIESEL
EXEMPT

X _____
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN: NONE

1ST LIENHOLDER

1ST LIEN RELEASED _____ DATE

BY _____ AUTHORIZED AGENT

DATE OF LIEN

2ND LIENHOLDER

2ND LIEN RELEASED _____ DATE

BY _____ AUTHORIZED AGENT

DATE OF LIEN

3RD LIENHOLDER

3RD LIEN RELEASED _____ DATE

BY _____ AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT

WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

_____ SIGNATURE DATE

_____ SIGNATURE DATE

_____ SIGNATURE DATE

FORM 30-C REV. 2/2010

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.

Upon sale of this vehicle, the purchaser must apply for a new title within 20 working days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK OF TAB FOR ADDITIONAL INFORMATION.

CITY OF LAREDO
2800 E SAUNDERS ST
LAREDO, TX 78041-5403

6253
SW

0 0 9 7 9 3

DETACH HERE

TEXAS CERTIFICATE OF TITLE

TxDMV

TEXAS DEPARTMENT OF MOTOR VEHICLES
98136006

VEHICLE IDENTIFICATION NUMBER	YEAR MODEL	MAKE OF VEHICLE	BODY STYLE
3BPZL00X3BF115403	2011	PTRB	GG

TITLE/DOCUMENT NUMBER: 24020040464165005
DATE TITLE ISSUED: 11/18/2010

MODEL	MFG. CAPACITY IN TONS	WEIGHT	LICENSE NUMBER
6		18617	1113459

PREVIOUS OWNER
RUSH TRUCK CENTER LAREDO LAREDO TX

ODOMETER READING
EXEMPT

OWNER
CITY OF LAREDO
2800 SAUNDERS
LAREDO, TX 78041

REMARK(S)
DIESEL
EXEMPT

X _____
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN: NONE
1ST LIENHOLDER

1ST LIEN RELEASED _____ DATE
BY _____ AUTHORIZED AGENT

DATE OF LIEN
2ND LIENHOLDER

2ND LIEN RELEASED _____ DATE
BY _____ AUTHORIZED AGENT

DATE OF LIEN
3RD LIENHOLDER

3RD LIEN RELEASED _____ DATE
BY _____ AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT
WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

_____ SIGNATURE _____ DATE
_____ SIGNATURE _____ DATE
_____ SIGNATURE _____ DATE

FORM 30-C REV. 2/2010

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

2019-R-101 Authorizing the Co-Interim City Managers to accept a grant award from the Department of State Health Services (DSHS) in the amount of $13,398.67 for the City of Laredo Health Department (CLHD) mosquito surveillance and control activities to prevent vector borne diseases for the term of May 14, 2019 through August 31, 2019.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Texas Department of State Health Services (DSHS) continues to contract with the City of Laredo to provide public health services to residents of Laredo, Webb, and Zapata counties through the City of Laredo Health Department (CLHD). These funds have been awarded specifically for mosquito surveillance and control activities to identify and reduce any threat of vector-borne illness in our communities.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	
Source of Funds:	DSHS
Account #:	226-6012
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The revenue account 226-0000-323-4004 and the expenditure division 226-6012 with Project Number HEHB17 will increase by $13,398.67. The revenue account 226-0000-372-1000 and the expenditure division 226-6801-544-9900 will decrease by $13,398.67. The total budget remains the same.

Attachments

Purchase Order

2019-R-101

Department of State Health Services

Purchase Order

Dispatch via Print

Payment Terms	Freight Terms	Ship Via
	Prepaid & Allow	BEST WAY

If advertised by informal bid, Invitation for Offer, or Request for Proposal; all specifications, terms, and conditions set forth in the advertisement and vendor's conforming responses become a part of this numbered purchase order. Contractor guarantees goods or services delivered meet or exceed numbered purchase order requirements.

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number.

Purchase Order **HHSTX-9-0000189323**

Date	Revision	Page
05/14/19		1

Ship To: 1907 - Harlingen:601 W Sesame Dr
DEPARTMENT OF STATE HEALTH SERVICES
601 W Sesame Dr
Harlingen TX 78550
United States

Vendor: 1746001573 2
CITY OF LAREDO
PO BOX 579
LAREDO TX 780420579
United States

Bill To: Invoice-DSHS Fiscal Claims
DEPARTMENT OF STATE HEALTH SERVICES
1100 W 49th St
PO Box 149347
Austin TX 78756
United States

Fax: 512/458-7442
Email: invoices@dshs.state.tx.us

Purchaser: Aavula,Aparna

Line-Sch	Inventory Item ID - Line Description	Class/Item	Quantity	UOM	PO Price	Extended Amt	Due Date

Terms and Conditions are attached.

FY19 Purchase Order Term: 05/14/2019 thru 08/31/2019

Exempt from Competitive Procurement - HHSC TAC 391.205 (b)(6) intergovernmental transfer

TEXAS GOVERNMENT CODE. TITLE 7, CHAPTER 791. INTERLOCAL COOPERATION CONTRACTS.

Confirmation order DO NOT DUPLICATE

AGENCY CONTACT: Lupita Mata
PHONE: (956) 421-5592
EMAIL: lupita.mata@dshs.state.tx.us

HHSC Purchasing Contact: Aparna Aavula
PHONE: (512) 406-2419
EMAIL: Aparna.aavula@hhsc.state.tx.us

HHSC or the agency does not commit to ordering specific quantities of service/goods or dollar amounts with respect to this purchase order. The agency shall be obligated to pay for only those services actually ordered and received by the agency. Any funds not utilized are automatically cancelled.

This contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature.

Client Purchase/Stock BEST VALUE
PCC EX/0 Requisition # 0000072044
NIGP 988/72

Line-Sch	Inventory Item ID - Line Description	Class/Item	Quantity	UOM	PO Price	Extended Amt	Due Date
1-1	Funding for City of Laredo - Mosquito Surveillance and Control Activities around Laredo, Webb and Zapata Counties as specified in attached Proposal and Budget.	988-72	1.00	EA	13398.67000	$13,398.67	05/14/2019

Schedule Total $13,398.67

Item Total for Line 1 $13,398.67

Department of State Health Services

Purchase Order

Dispatch via Print

Payment Terms	Freight Terms	Ship Via
	Prepaid & Allow	BEST WAY

If advertised by informal bid, Invitation for Offer, or Request for Proposal; all specifications, terms, and conditions set forth in the advertisement and vendor's conforming responses become a part of this numbered purchase order. Contractor guarantees goods or services delivered meet or exceed numbered purchase order requirements.

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number.

Purchase Order **HHSTX-9-0000189323**

Date	Revision	Page
05/14/19		2

Ship To: 1907 - Harlingen:601 W Sesame Dr
DEPARTMENT OF STATE HEALTH SERVICES
601 W Sesame Dr
Harlingen TX 78550
United States

Vendor: 1746001573 2
CITY OF LAREDO
PO BOX 579
LAREDO TX 780420579
United States

Bill To: Invoice-DSHS Fiscal Claims
DEPARTMENT OF STATE HEALTH SERVICES
1100 W 49th St
PO Box 149347
Austin TX 78756
United States

Fax: 512/458-7442
Email: invoices@dshs.state.tx.us

Purchaser: Aavula,Aparna

Line-Sch	Inventory Item ID - Line Description	Class/Item	Quantity	UOM	PO Price	Extended Amt	Due Date

Total PO Amount $13,398.67

No substitutions or cancellations are permitted without prior approval by Health & Human Services Commission. If contractor fails to deliver by promised delivery date (or reasonable time thereafter) or fails to meet requirements, Health & Human Services Commission reserves the right to purchase elsewhere and charge an increased cost and handling to contractor.

Over shipments will not be accepted unless authorized by Buyer prior to shipment. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Health & Human Services Commission and Contractor to attempt to resolve all disputes arising under the contract.

Authorized By

Aparna Aavula, CTCO

05/14/2019

RESOLUTION 2019-R-101

AUTHORIZING THE CO-INTERIM CITY MANAGERS TO ACCEPT A GRANT AWARD FROM THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) IN THE AMOUNT OF $13,398.67 FOR THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) MOSQUITO SURVEILLANCE AND CONTROL ACTIVITIES FOR THE TERM FROM MAY 14, 2019 THROUGH AUGUST 31, 2019

WHEREAS, the Texas Department of State Health Services (DSHS) continues to contract with the City of Laredo to provide public health services to residents of Laredo, Webb, and Zapata counties through the City of Laredo Health Department (CLHD).

WHEREAS, these funds have been awarded specifically for mosquito surveillance and control activities to identify and reduce any threat of vector-borne illness in our communities.

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

Section 1: The Co-Interim City Managers are hereby authorized to accept a grant award from the Department of State Health Services (DSHS) in the amount of $13,398.67 for the City of Laredo Health Department (CLHD) mosquito surveillance and control activities for the term from May 14, 2019 through August 31, 2019.

Section 2: The revenue account 226-0000-323-4004 and the expenditure division 226-6012 with Project Number HEHB17 will increase by $13,398.67. The revenue account 226-0000-372-1000 and the expenditure division 226-6801-544-9900 will decrease by $13,398.67. The total budget remains the same.

Section 3: The Co-Interim City Managers are hereby authorized to make transfers within the budget as allowable under the General Provisions as set forth by the Texas Department of State Health Services to meet the necessary costs to accomplish the scope of work for the project.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA K. LAUREL HALE
CITY ATTORNEY

_____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

2019-R-102 Authorizing the Co-Interim City Managers to accept an additional amount of $22,556.00 for the Women's Health and Family Planning Association of Texas (WHFPT) for the continuation of the City of Laredo Health Department Title X Family Planning Women's Preventive Health and Wellness Services for the term period from April 1, 2019 through March 31, 2020.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On April 15, 2019, Council approved Resolution 2019-R-45.

BACKGROUND

The Women's Health and Family Planning Association of Texas (WHFPT) continues to contract with the City of Laredo Health Department (CLHD) for the Title X Family Planning and Women's Health Program.

Through this agreement the CLHD provides family planning and women's preventive wellness services to include counseling and health education, women's heath wellness and preventive health care services, annual check-ups, family planning, birth control, prenatal, post-partum and interpartum care, laboratory and diagnostic services needed for quality women's health care and in accordance to Title X screening and eligibility guidelines.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year: 2019

Bugeted Y/N?:

Source of Funds: WHFPT

Account #: 226-6203

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The revenue account 226-0000-321-6304 and the expenditure division is 226-6203 will increase by $22,556.00. The revenue account 226-0000-372-1000 and the expenditure division 226-6801-544-9900 will decrease by $22,556.00. The total budget remains the same.

Attachments

Award Notification
2019-R-102

WOMEN'S HEALTH
AND FAMILY PLANNING
ASSOCIATION OF TEXAS
[whfpt.org]

City of Laredo Public Health

2019-2020 Quality Improvement and Access Fund (Part A) Allocation Determination

Total QIA Fund Part A Allocation:	**$22,556**

Calculation Summary

Priority	Data	Total
Percentage of network-wide LARC provision	2.28%	$4,556
Percentage of female clients 100% FPL or below	86.50%	$18,000
2019-2020 Quality Improvement and Access Fund (Part A) Allocation		**$22,556**

WOMEN'S HEALTH
AND FAMILY PLANNING
ASSOCIATION OF TEXAS
[whfpt.org]

Explanation of Data

The Quality Improvement and Access Fund (Part A) formula is calculated using sub-recipient data from April 1, 2018 through March 31, 2019, as submitted to the WHFPT centralized data system.

PRIORITY #1 – Percentage of network-wide LARC provision

Measure: Percentage of females 15-44 who are not pregnant, planning a pregnancy, or abstinent, **receiving** a LARC from April 1, 2018 – March 31, 2019 network-wide that was provided by each agency. This percentage was used to determine the distribution of 50% of the available Quality Improvement and Access Fund (Part A).

Result: City of Laredo Public Health, was responsible for **2.28%** of the total LARCs used across WHFPT's network, which resulted in **$4,556** funds for this measure.

PRIORITY #2 – Percentage of female clients who are at or below 100% FPL

Measure: The percentage of female clients who are at or below 100% FPL:

% of Clients	*Additional Amount*
75-100%	$18,000
50-74.9%	$12,000
0-49.9%	$8,000

Result: City of Laredo Public Health, with **86.50%** of its female clients who were at or below 100% FPL, falls into the **1st** tier, which resulted in $18,000 funds for this measure.

RESOLUTION 2019-R-102

AUTHORIZING THE CO-INTERIM CITY MANAGERS TO ACCEPT AN ADDITIONAL AMOUNT OF $22,556.00 FOR THE WOMEN'S HEALTH AND FAMILY PLANNING ASSOCIATION OF TEXAS (WHFPT) FOR THE CONTINUATION OF THE CITY OF LAREDO HEALTH DEPARTMENT TITLE X FAMILY PLANNING WOMEN'S PREVENTIVE HEALTH SERVICES FOR THE TERM PERIOD FROM APRIL 1, 2019 THROUGH MARCH 31, 2020.

WHEREAS, the Women's Health and Family Planning Association of Texas (WHFPT) continues to contract with the City of Laredo Health Department (CLHD) for the Title X Family Planning and Women's Health Program; and

WHEREAS, through this agreement the CLHD provides family planning and women's preventive wellness services to include counseling and health education, women's heath wellness and preventive health care services, annual check-ups, family planning, birth control, prenatal, post-partum and interpartum care, laboratory and diagnostic services needed for quality women's health care and in accordance to Title X screening and eligibility guidelines.

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

Section 1: The Co-Interim City Managers are hereby authorized to accept an additional amount of $22,556.00 for the Women's Health and Family Planning Association of Texas (WHFPT) for the continuation of the City of Laredo Health Department Title X Family Planning Women's Preventive Health Services for the term period from April 1, 2019 through March 31, 2020.

Section 2: The revenue account 226-0000-321-6304 and the expenditure division is 226-6203 will hereby increase by $22,556.00. The revenue account 226-0000-372-1000 and the expenditure division 226-6801-544-9900 will hereby decrease by $22,556.00. The total budget remains the same.

Section 3: The Co-Interim City Managers are hereby authorized to make transfers within the budget as allowable under the General Provisions as set forth by the Women's Health and Family Planning Association of Texas (WHFPT) to meet the necessary costs to accomplish the scope of work for the project.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA K. LAUREL HALE
CITY ATTORNEY

_____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

2019-R-103 Ratifying the approval of a contract with the Department of State Health Services (DSHS) for a no-cost extension (no additional funding) to further support the City of Laredo Health Department (CLHD) Public Health Preparedness and Response programs, specifically to prevent the Zika virus infection through enhanced laboratory testing, for a term period through July 31, 2020.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On June 4, 2018, Council approved Resolution 2018-R-67.

BACKGROUND

This no cost extension from the Department of State Health Services (DSHS) will further support public health preparedness and response, specifically against the Zika virus through increased capacity for vector control (mosquito disease detection and control), increased epidemiology disease monitoring, detection, and prevention services and increased laboratory capacity for detection, testing and confirmation in the Laboratory Response Network Bio-Safety Level III.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Resolution.

Fiscal Impact

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

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None.

Attachments

Contract

2019-R-103

DocuSign Envelope ID: 27010698-68E6-46FA-8A70-056671C9EB0B

CONTRACT NO. 537-18-0346-00001

AMENDMENT NO. 3

CITY OF LAREDO

The **DEPARTMENT OF STATE HEALTH SERVICES** ("**System Agency**") and **CITY OF LAREDO HEALTH DEPARTMENT** ("**Grantee**"), who are collectively referred to herein as the "**Parties**," to that certain grant contract effective March 1, 2017, and denominated DSHS Contract No. 537-18-0346-00001 (the "**Contract**"), now desire to amend the Contract.

WHEREAS, System Agency has elected to extend the term of the Contract in accordance with Contract **Section III, Duration**, to allow for continued support of the Public Health Zika Response activities;

WHEREAS, the Parties desire to revise Contract **Attachment B, ELC Statement of Work**;

WHEREAS, the Parties desire to revise Contract **Attachment C, Budget**.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION III, DURATION,** is hereby amended to reflect a revised termination date of July 31, 2020.

2. **SECTION (I)(G)** of **ATTACHMENT B - ELC STATEMENT OF WORK,** is hereby amended to add the following programmatic reporting periods and reporting dates:

PERIOD COVERED	REPORT DUE DATE
August, September, October	November 30, 2019
November, December, January	February 28, 2020
February, March, April	May 31, 2020
May, June, July	August 31, 2020

3. **SECTION (I)(H)** of **ATTACHMENT B - ELC STATEMENT OF WORK,** is hereby deleted in its entirety and replaced with the following:

I. Complete and submit an end-of-year performance report to System Agency in a format specified by System Agency in accordance with the below schedule:

PERIOD COVERED	REPORT DUE DATE
March 1, 2017 through July 31, 2019	August 15, 2019
August 1, 2018 through July 31, 2020	August 15, 2020

4. **ATTACHMENT C - BUDGET,** is hereby amending the budget table with the changes below:

DocuSign Envelope ID: 27010698-68E6-46FA-8A70-056671C9EB0B

Budget Categories	**ELC 03/01/2017 – 07/31/2020**	**VC 03/01/2017 – 07/31/2020**
Personnel	$280,167	$40,240
Fringe Benefits	$117,194	$18,951
Travel	$10,760	$1,018
Equipment	$74,318	$7,695
Supplies	$133,769	$7,832
Contractual	$27,054	$0
Other	$71,751	$4,450
Sum of Direct Costs	$715,013	$80,186
Indirect Costs	$0.00	$0.00
Sum of Total Direct Costs and Indirect Costs	$715,013.00	$80,186.00
TOTAL	**$715,013.00**	**$80,186.00**

5. This Amendment No. 03 shall be effective as of August 1, 2019.

6. Except as amended and modified by this Amendment No. 03, all terms and conditions of the Contract shall remain in full force and effect. In the event of a conflict between the terms of the Contract and the terms of this Amendment, the terms of this Amendment shall prevail.

7. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: 27010698-68E6-46FA-8A70-056671C9EB0B

SIGNATURE PAGE FOR AMENDMENT NO. 03
DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. 537-18-0346-00001

DEPARTMENT OF STATE HEALTH SERVICES

_____

Date of Execution: _____

CITY OF LAREDO HEALTH DEPARTMENT

DocuSigned by:
By: Rosario Cabello
02A65EA7AB6B443...

Name: Rosario Cabello

Title: Co-Interim City Manager

Date of Execution: July 17, 2019

DocuSign SECURED

Certificate Of Completion

Envelope Id: 2701069868E646FA8A70056671C9EB0B
Status: Sent
Subject: Amending $994,168; 537-18-0346-00001; City of Laredo Health Dept A-3; DSHS/CPS/ZIKA
Source Envelope:
Document Pages: 10
Signatures: 1
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Texas Health and Human Services Commission
1100 W. 49th St.
Austin, TX 78756
PCS_DocuSign@hhsc.state.tx.us
IP Address: 167.137.1.16

Record Tracking

Status: Original
7/17/2019 11:28:19 AM
Holder: Texas Health and Human Services Commission
PCS_DocuSign@hhsc.state.tx.us
Location: DocuSign

Signer Events	Signature	Timestamp
Rosario Cabello rcabello@ci.laredo.tx.us Co-Interim City Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Rosario Cabello 02A65EA7AB6B443..	Sent: 7/17/2019 11:33:43 AM Viewed: 7/17/2019 11:53:02 AM Signed: 7/17/2019 11:53:42 AM
	Signature Adoption: Pre-selected Style Using IP Address: 8.46.77.53 Signed using mobile	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
John Hellerstedt john.hellerstedt@dshs.texas.gov Commissioner Texas Health and Human Services Commission Security Level: Email, Account Authentication (None)		Sent: 7/17/2019 11:53:44 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
CMU Mailbox CMUcontracts@dshs.texas.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/17/2019 11:33:42 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Jennifer Boggs Jennifer.Boggs@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/17/2019 11:33:42 AM
Mary Ann Graham maryann.graham@hhsc.state.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/17/2019 11:33:41 AM
Lauren Miller Lauren.miller@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/17/2019 11:33:42 AM Viewed: 7/17/2019 11:40:40 AM
Hector Gonazalez hgonzalez@ci.laredo.tx.us Director city of laredo health Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/17/2019 11:33:43 AM Viewed: 7/17/2019 1:09:55 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/17/2019 11:53:44 AM

Payment Events	Status	Timestamps

RESOLUTION 2019-R-103

RATIFYING THE APPROVAL OF A CONTRACT WITH THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR A NO-COST EXTENSION (NO ADDITIONAL FUNDING) TO FURTHER SUPPORT THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) PUBLIC HEALTH PREPAREDNESS AND RESPONSE PROGRAMS, SPECIFICALLY AGAINST THE ZIKA VIRUS, FOR A TERM PERIOD THROUGH JULY 31, 2020.

WHEREAS, this no cost extension from the Department of State Health Services (DSHS) will further support public health preparedness and response, specifically against the Zika virus through increased capacity for vector control (mosquito disease detection and control), increased epidemiology disease monitoring, detection, and prevention services and increased laboratory capacity for detection, testing and confirmation in the Laboratory Response Network Bio-Safety Level III.

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

Section 1: The Co-Interim City Managers are hereby authorized to ratify the approval of a contract with the Department of State Health Services (DSHS) for a no-cost extension (no additional funding) to further support the City of Laredo Health Department (CLHD) Public Health Preparedness and Response programs, specifically against the Zika virus, for a term period through July 31, 2020.

Section 2: The revenue account is 226-0000-323-4093 and the expenditure division 226-6036 with Project Numbers HEZE02 and HEZZ01.

Section 3: The Co-Interim City Managers are hereby authorized to make transfers within the budget as allowable under the General Provisions as set forth by the Department of State Health Services to meet the necessary costs to accomplish the scope of work for the project.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2019.

_____

PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA K. LAUREL HALE
CITY ATTORNEY

_____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

2019-R-104 Authorizing the Co-Interim City Managers to accept two (2) continuation contract amendments from the Health and Human Services Commission (HHSC) Title V Prenatal Services for $37,000.00 and Title V Child Health for $115,750.00 for the continuation of the City of Laredo Health Department prenatal and dental patient care and prevention services to provide appropriate maternal child health care and preventive services for the period from September 1, 2019 through August 31, 2020.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On September 4, 2018, Council approved Resolution 2018-R-121.

BACKGROUND

The Department of State Health Services (DSHS) continues to contract with the City of Laredo to provide public health preventive and screening patient care services for the uninsured, underserved and medically indigent of Laredo through the City of Laredo Health Department (CLHD).

Funding through these grants provide eligible women prenatal, preventive, and primary women's health care including limited dysplasia, newborn services and dental and preventive care services to eligible children and adolescents. The program will bill Title V or Medicaid for all Medicaid eligible services and will ensure that all program income generated through Medicaid be used to expand and enhance women health services, conduct maternal (prenatal) and women's preventive health care, children's health services and men and families preventive and chronic disease health care with quality wellness and preventive health care services for the underserved, uninsured and medically indigent.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year: 2019
Bugeted Y/N?:
Source of Funds: DSHS
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

For Prenatal Services, the revenue account 226-0000-323-4005 and the expenditure division 226-6019 with project number HEPN12 will decrease by $3,446.00. The revenue account 226-0000-372-1000 and the expenditure division 226-6801-544-9900 will increase by $3446.00. The total budget remains the same.

For Child Health, the revenue account is 226-0000-323-4047 and the expenditure division is 226-6016 with project number HEDE12.

Attachments

2019-R-104
Award Notice

RESOLUTION 2019-R-104

AUTHORIZING HE CO-INTERIM CITY MANAGERS TO ACCEPT TWO (2) CONTINUATION CONTRACT AMENDMENTS FROM THE HEALTH AND HUMAN SERVICES COMMISSION (HHSC) TITLE V PRENATAL SERVICES FOR $37,000.00 AND TITLE V CHILD HEALTH FOR $115,750.00 FOR THE CONTINUATION OF THE CITY OF LAREDO HEALTH DEPARTMENT PRENATAL AND DENTAL PATIENT CARE AND PREVENTION SERVICES TO PROVIDE APPROPRIATE MATERNAL CHILD HEALTH CARE AND PREVENTIVE SERVICES FOR THE PERIOD FROM SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2020.

WHEREAS, the Department of State Health Services (DSHS) continues to contract with the City of Laredo to provide public health preventive and screening patient care services for the uninsured, underserved and medically indigent of Laredo through the City of Laredo Health Department (CLHD); and

WHEREAS, funding through these grants provide eligible women prenatal, preventive, and primary women's health care including limited dysplasia, newborn services and dental and preventive care services to eligible children and adolescents. The program will bill Title V or Medicaid for all Medicaid eligible services and will ensure that all program income generated through Medicaid be used to expand and enhance women health services, conduct maternal (prenatal) and women's preventive health care, children's health services and men and families preventive and chronic disease health care with quality wellness and preventive health care services for the underserved, uninsured and medically indigent.

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

Section 1: The Co-Interim City Managers are hereby authorized to accept two (2) continuation contract amendments from the Health and Human Services Commission (HHSC) Title V Prenatal Services for $37,000.00 and Title V Child Health for $115,750.00 for the continuation of the City of Laredo Health Department prenatal and dental patient care and prevention services to provide appropriate maternal child health care and preventive services for the period from September 1, 2019 through August 31, 2020.

Section 2: For Prenatal Services, the revenue account 226-0000-323-4005 and the expenditure division 226-6019 with project number HEPN12 will hereby decrease

by $3,446.00. The revenue account 226-0000-372-1000 and the expenditure division 226-6801-544-9900 will hereby increase by $3446.00. The total budget remains the same.

Section 3: For Child Health, the revenue account is 226-0000-323-4047 and the expenditure division is 226-6016 with project number HEDE12.

Section 4: The Co-Interim City Managers are hereby authorized to make transfers within the budget as allowable under the General Provisions as set forth by the Department of State Health Services (DSHS) to meet the necessary costs to accomplish the scope of work for the project.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA K. LAUREL HALE
CITY ATTORNEY

_____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

FW: FY20 Title V Maternal and Child Health Award

Hector F. Gonzalez
Sent: Monday, July 15, 2019 12:48 PM
To: Andrea D. Tijerina; Erika Martinez; Luis T. Cerda; Rosario Morales; Martin Aleman

Have we gotten actual award? If not lets go with this to council

City of Laredo Health Department
Public Health

Hector F. Gonzalez MD. MPH
Director of Health
City of Laredo Health Department
A: 2600 Cedar Ave. Laredo, Texas 78040
P: (956) 795-4920 | M: (956) 763-3758
F: (956) 726-2632 | E: hgonzalez@ci.laredo.tx.us
www.cityoflaredohealth.com

From: Luis T. Cerda
Sent: Tuesday, July 02, 2019 4:24 PM
To: 'Acosta,Marissa (HHSC)'
Cc: Hector F. Gonzalez; Rosario Morales; Martin Aleman
Subject: RE: FY20 Title V Maternal and Child Health Award

Thank you very much. We will let you know if we have any questions.

From: Acosta,Marissa (HHSC) [mailto:Marissa.Acosta05@hhsc.state.tx.us]
Sent: Tuesday, July 2, 2019 4:07 PM
To: Luis T. Cerda
Cc: Jose F. Castillo; Cortez,JR (HHSC); Wheatfall,Josie (HHSC); Bresette,Callie (HHSC/DSHS); Paton,Sarita (HHSC)
Subject: FY20 Title V Maternal and Child Health Award

Good Afternoon Mr. Cerda,

City of Laredo Health Department has been selected as an awardee for the Title V program. HHSC is proposing following award detail for your organization for Fiscal Year 2020:

Child Health and Dental:

Award for Child Health: $13,618.00

Cost Per Client: $222.00

Clients Served: 61

Award for Child Dental: $102,132.00

Cost Per Client: $750.00

Clients Served: 136

Prenatal Medical and Dental Services:

Award for Prenatal Medical: $24,667.00

Cost Per Client: $1,000.00

Clients Served: 25

Award for Prenatal Dental: $12,333.00

Cost Per Client: $50.00

Clients Served: 25

Please reply to this email with interest in proceeding with a contract consistent with these details.

Please note that all award amounts and details are not final until HHSC and your organization sign a contract.

Thank you,
Marissa Acosta, MS
Manager of Contracting
Office of Primary and Specialty Health (OPSH)
Health and Developmental Services
Office: 512-776-3317
Cell: 512-739-9269

TEXAS Health and Human Services | Medical and Social Services

Health e.

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

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SUBJECT

Authorizing the Co-Interim City Managers to approve the purchase of a modular building for the City of Laredo Health Department Women, Infants and Children (WIC) nutrition, supplemental and health promotion program for the Rio Bravo clinic in the amount of $196,483.00. Funding is available through the Health Department WIC Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On June 3, 2019, Council approved Resolution 2019-R-91.

BACKGROUND

The Women, Infants and Children (WIC) nutrition, supplemental and Health Promotion Programs of the City of Laredo Health Department currently operate and provide services from eight sites located throughout Webb County and provide an array of services including eligibility, certification, nutrition education, counseling, immunizations, food supplement voucher distribution, and numerous other health promotion services. The purchase of this modular building has been approved by the Department of State Health Services (DSHS) and funding is available through the Health Department WIC budget, line item 226-6008-545-9201.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve this Motion.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	
Source of Funds:	DSHS

Account #: 226-6008-545-9201

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available through Health Department WIC budget, line item 226-6008-545-9201.

Attachments

Pricing Schedule

Approval

RAMTECH Building Systems

AMERICA'S LEADER IN
DESIGN-BUILD
MODULAR
CONSTRUCTION

April 15, 2019

Via e-mail: gwalls@ci.laredo.tx.us

Mr. Guillermo Walls, WIC Program Supervisor
CITY OF LAREDO HEALTH DEPARTMENT
10225 Atlanta Dr
Laredo TX 78042

Re: Laredo WIC Clinic II – Revised to Include Requested Changes

Subject: Proposal for a 28x72 Modular WIC Clinic via BuyBoard

Mr. Walls:

We thank you for considering Ramtech Building Systems, Inc. for your new clinic. The enclosed information includes our *Pricing Schedule;* the scope of *Services Provided* by Ramtech; *Floor Plan* and *Proposal Specifications* describing the materials, systems and method of construction for your new building.

Ramtech's proposal is based upon several factors – the desires and needs as defined during previous discussion and the exchange of information during this process; site conditions as we assume them to be; model building codes adopted by the State of Texas; and other items identified by Ramtech that affect the final design of the building.

While Ramtech has attempted to address all national and state code compliance issues in its proposal, the Client is responsible for all site related issues including local permitting, foundation elements required by local codes, utility construction/extension and connection, and all other items related to local jurisdiction.

Please review the *General Terms and Conditions of Proposal* listed on the attached *Pricing Schedule*.

While we hope that we have addressed all pertinent issues, should you have any questions or desire to make any changes, please contact us at your earliest convenience.

Ramtech looks forward to working with you and we assure you that we have the resources and experience to see your project to a successful and timely conclusion.

Sincerely,

Jeff Ward
Ramtech Building Systems, Inc.

Pricing Schedule

Laredo WIC Clinic II
A 28' x 72' Modular Building
CITY OF LAREDO HEALTH DEPARTMENT
LAREDO, TEXAS

Ramtech's Scope of Work

Ramtech shall prepare and provide plans, specifications and other submittal items pertinent to the modular building for review and approval by the Client and the State of Texas. Ramtech shall procure materials necessary for the construction, delivery and installation of the building modules. The building modules shall be installed on a level, compacted site provided by the Client. The installation shall consist of an above grade, block pier foundation; auger anchors and skirting.

28 x 64 Modular WIC Clinic

Per BuyBoard Pricing Schedule, Contract No. 556-18:

Total Purchase	**$ 188,755**
Design Fee for State Approval Package	**$4,875 (to be deducted from Total Purchase)**

Optional Items per Contract

8' x 10' Wood landing with step assembly, ADA compliant handicap ramp and handrails	$ 4917.00	
6' x 6' Wood landing with ADA compliant handicap ramp and handrails	$ 3,971.00	/ each
5' x 5' Wood landing with step assembly and handrails	$ 2,811.00	/ each
		/ each

General Terms & Conditions of Proposal

Ramtech's proposal is based on, but not necessarily limited to, the following General Terms & Conditions:

1. All pricing is quoted exclusive of any applicable taxes, permits, fees, etc. unless specifically stated otherwise in this proposal.

   Note: "Delivery" includes those permits required by ***state highway departments.***

2. Ramtech shall provide the Client with building plans and specifications to be used by the Client in applying for local building permit(s).
3. The Client shall be responsible for applying for and obtaining local building permits, including local plan review and approval (to be accomplished prior to manufacture of building modules), building inspections and certificate of occupancy.
4. The Client shall be responsible for all work required by local building code or as a result of local plan review and permitting – including poured concrete footings, piers, beams, etc., as well as any other specific locally determined requirements.
5. The Client shall provide an installation site with free and easy access to a clear, level, stable surface with a soil bearing capacity of 2,500psf or better. Any excavation, clearing, grubbing, etc. that is required to provide an acceptable site is the responsibility of the Client.
6. The installation site shall be of sufficient size to accommodate the proposed building and complies with all required setbacks and separations from property lines, streets, adjoining buildings, etc.
7. The Client is responsible for all utility construction, extension and connection to the modular building.
8. The proposed modular buildings are to be designed and constructed in accordance with the national model building codes and standards adopted by the state in which the building is to be located; and/or other building codes specifically identified in this proposal, if any.
9. Any differences with other building codes, standards or regulations not identified in this proposal but may apply to this project, or as a result of local plan review and permitting, will be addressed in a revision to Ramtech's proposal or as a change order to any resulting contract.

Services Provided

Laredo WIC Clinic II
A 28' x 64' Modular Building
CITY OF LAREDO HEALTH DEPARTMENT
LAREDO, TEXAS

Plans, Specifications and Calculations

Ramtech shall develop floor plans and specifications for Client approval. Additionally, Ramtech shall submit plans (including structural details, electrical panel schedules, mechanical designs, plumbing riser diagram, etc.), specifications and design calculations to the State of Texas for review and approval as compliant with the building code adopted by the state. These state approved documents will be provided to the Client for use in applying for local building permits.

The Client shall be responsible for providing all other information (i.e., site and civil drawings, completed applications, payment of local fees, etc.) that may be required in applying for and obtaining local building permits.

Construction

Ramtech shall be responsible for procuring all materials and constructing all building modules at its Mansfield, Texas facility. The Client's representatives are invited to tour Ramtech at any time, and encouraged to do so during the construction of their buildings.

Project Management

A Ramtech Project Manager shall oversee and coordinate activities associated with the delivery, installation, finish out and acceptance of your building. He is your primary point of contact during the installation process and will address any questions or concerns.

The Project Manager is to ensure that delivery of the building is coordinated with the Client to prevent delays and/or disruption of services at the site; investigate the site for acceptable conditions to ensure there is free and easy access without the use of additional equipment or modifications to the site or surrounding structures.

Project Close Out

The Project Manager, or Site Superintendent, shall walk you through the building to ensure that the work has been accomplished in accordance with the terms of our contract and address any repairs or other items that require our attention. Upon completion of your "walk-through", a recap of any repairs, adjustments or items that need to be replaced will be prepared, parts ordered and the work scheduled to be accomplished in a timely manner.

Assuming none of these "punch list" items will prevent the Client from occupying the building and the Client has accepted the work as substantially complete, and any payments due and payable have been received by Ramtech, the Client may occupy the building at this time.

Warranty

Ramtech buildings carry a one-year manufacturers warranty on materials and workmanship.

Your Project Manager is your primary point of contact for warranty and other service related issues. However, anyone at Ramtech can and will do everything possible to assist you.

1.0 FRAME None provided, building is constructed in true modular fashion.

2.0 FLOOR

2.1 BOTTOM BOARD: .040 one piece rolled continuous construction board.

2.2 INSULATION: R-30 Kraft faced fiberglass batts.

2.3 JOISTS: 2x10 #2 SYP installed transverse @ 16" o.c.

2.4 PERIMETER RAILS: Double 2x10 #2 SYP on all sides.

2.5 DECKING: Single layer 3/4" tongue and groove underlayment grade plywood decking installed perpendicular to floor joists.

Set back decking 2" each side of mate line and install 4" wide piece on site.

2.6 COVERING: 12" x 12" x 1/8" Vinyl composition tile shall be throughout. Plant shall provide all VCT and install complete in one module which has the restrooms. Remaining VCT and adhesive shall be shipped loose for installation on site. Tile shall be Armstrong or equal.

Color shall be: #51839 Fortress White.

3.0 EXTERIOR WALLS

3.1 TYPE: IBC Framing.

3.2 STUDS: 2x6 #2 SYP @ 16" o.c.

3.3 BOTTOM PLATE: Single 2x6 #2 SYP.

3.4 TOP PLATE: Double 2x6 #2 SYP.

3.5 HEADERS: 2x6 #2 SYP on edge with 1/2" CDX plywood filler.

3.6 WALL HEIGHT: All exterior walls shall be parapet type and built full height to conceal the roof line.

3.7 FIRE BLOCKS: 2x6 installed @ ceiling line in all walls.

3.8 INTERIOR FINISH: 5/8" Type "X" vinyl covered gypsum wallboard 8'-0". Color shall be: Venetian Frost.

8' fiberglass reinforced Class "C" panel laminated to 5/8" type "X" gypsum in restrooms and janitor's closet. Color shall be: White.

3.9 INSULATION: R-21 Un-faced fiberglass batts installed to roof.

3.10 SHEATHING: 7/16" O.S.B. around full perimeter.

15# Felt shall be installed full height entire exterior perimeter.

Tyvek house wrap shall be installed full height entire exterior perimeter.

3.11 SIDING: 5/16" HardiPanel siding, stucco embossed. HardiPanel shall be finished with two coats of elastomeric paint.

Color shall be: Pittsburgh Paints #315-4 Pony Tail.

3.12	**FASCIA BAND:**	26 Gauge, high rib commercial steel with "R panel" profile and baked enamel finish. Fascia to be approximately 4'-0" in height, installed above siding to top of parapet wall. Fascia band shall be installed atop frame work to provide a 4"-6" overhang. **Color shall be: Fabral Hickory Moss.**
3.13	**TRIM:**	26 Gauge Painted steel "Z" trim shall be installed between bottom of fascia and top of siding. Color shall match fascia. 4" Hardie trim shall be installed on corners and mate line seams. Color shall be same as siding. 4" Hardie trim shall be installed on around doors and windows. **Color shall be: Match Fabral Hickory Moss.** 6" Hardie bottom trim shall be installed between siding and skirting. Color shall be same as siding.
3.14	**SCUPPERS BOXES:**	26 Gauge painted steel scuppers with overflows shall be installed on each end. **Color shall be: Fabral Hickory Moss.**
3.15	**DOWNSPOUTS:**	26 Gauge painted steel downspouts with overflows shall be installed on each end. **Color shall be: Fabral Hickory Moss.**
3.16	**PARAPET WALL CAP:**	The top of the parapet wall on all sides of the building will be finished with a 26 Gauge steel cap with baked on enamel finish. **Color shall be: Fabral Hickory Moss.**
3.17	**TIE DOWNS:**	Jack stud hurricane straps and earth anchors, per plans.
3.18	**SKIRTING:**	Same as exterior siding and shall be vented as required and provided with access door.

4.0 INTERIOR WALLS

4.1	**STUDS:**	2x4 #2 SYP @ 16" o.c.
4.2	**BOTTOM PLATE:**	Single 2x4 #2 SYP.
4.3	**TOP PLATE:**	Double 2x4 #2 SYP.
4.4	**HEADERS:**	Double 2x4 #2 SYP on edge with 1/2" CDX plywood filler.
4.5	**WALL HEIGHT:**	All walls shall be built full height.
4.6	**FINISH:**	5/8" Type "X" vinyl covered gypsum wallboard 8'-0". Color shall be: Venetian Frost. 8' fiberglass reinforced Class "C" panel laminated to 5/8" type "X" gypsum in restrooms and janitor's closet. Color shall be: White.
4.7	**INSULATION:**	R-11 (3-1/2") unfaced fiberglass batts in all walls of occupied areas.

5.0 MOULDING

5.1 BASE: 4" Vinyl cove base throughout. Plant shall provide all cove base and install in area's of VCT installation. Remaining cove base and adhesive shall be shipped loosed and installed on site.

Color shall be: Earth-Werks # ST-09 Grey Beige

5.2 WINDOWS: The jambs of all windows shall be finished the same as the walls.

5.3 VERTICAL: 1-1/2" Vinyl wrapped wood nail on battens installed on seams.

6.0 ROOF

6.1 RAFTERS: 2x10 #2 SYP installed @ 24" o.c. Rafters shall be installed so as to provide a minimum 1/4 IN 12 pitch.

6.2 RAILS: 2x10 #2 SYP.

6.3 WOOD TRUSS: Double 1-1/2" pre-engineered wood girders shall be installed as required. Full height walls may be utilized for support.

6.4 BRIDGING: 1-1/2" Steel angle installed @ 8' o.c. from truss to rafter.

6.5 CEILING: 2' x 4' x 5/8" acoustical mineral fiber panel in suspended T-grid system. Armstrong, Cortega # 769 with Prelude XL 15/16" exposed tee or equal.

Ceiling shall be field installed after all modules are set-up and installation is complete.

6.6 CEILING HEIGHT: The finished ceiling height throughout the building shall be 7'-10".

6.7 SUB-CEILING: 5/8" type "X" gypsum on bottom of rafters and face of all walls above ceiling.

6.8 INSULATION: R-30 Kraft faced fiberglass batts on sub-ceiling.

6.9 SHEATHING: 7/16" OSB FR-"C" deck.

6.10 ROOFING: 45 Mil, white TPO fully adhered. The finished roofing shall have a class "C" fire rating.

7.0 EXTERIOR DOORS

7.1 DOORS: (1) 1-3/4" x 36" x 80", 18 Gauge hollow core commercial steel.

Steel doors to have minimum U-Value of 0.70.

(1) 36"x84", storefront door. Bronze aluminum storefront assembly with tinted insulated low-e glazing. Storefront doors shall have a minimum U-Value of .85 and a SHGC of .25.

7.2 FRAMES: All exterior steel doors shall be equipped with 16 Gauge knockdown steel frames.

7.3 HARDWARE: All exterior steel doors shall be equipped with 1-1/2 pr. of 4-1/2"x4-1/2" ball bearing, non-removable pin butt hinges, full weather strip and threshold.

Storefront door shall be equipped with the manufacturer's standard hinges, closer, weather strip, thresholds, lock and push-pull hardware.

7.4	**LOCKSETS:**	All exterior steel doors shall be equipped with a keyed panic hardware with exterior lever handle pull; "Tell" or equal.
7.5	**CLOSER:**	A hydraulic closer with back check feature shall be provided on all exterior steel doors "Tell" or equal.
7.6	**FINISH:**	The interior and exterior side of the steel doors and frames shall be painted.
		Color shall be: Match Fabral Hickory Moss.

8.0 INTERIOR DOORS

8.1	**DOORS:**	1-3/4" X 36" X 80" solid core wood, pre-finished; Jeld-Wen Imperial Oak or equal.
8.2	**FRAMES:**	All interior doors shall be set in prefinished 20 ga. commercial steel frames with factory baked enamel finish; "Timely" or equal.
		Color shall be: Brown.
8.3	**HARDWARE:**	Interior doors shall be equipped with 1-1/2 Pr. 4-1/2"x4-1/2" mortise hinges with US 26D finish.
8.4	**LATCHSETS:**	All doors to have lever handle latch set, "Tell" or equal.
		Lab, Supervisor, Office and Janitor's Closet shall have keyed function.
		BF Room and Restroom doors shall have privacy function.
		Remaining doors shall have passage function.

9.0 WINDOWS

9.1	**TYPE:**	36" x 60" Vinyl framed, fixed, flange type, glazing shall be tinted, dual pane insulated low-e glass.
		Windows shall have a minimum U-Value of 0.55 and a SHGC of 0.25
9.2	**INTERIOR WINDOW:**	Provide 48" wide x 24" high opening between waiting and office. 12" deep plastic laminate counter shall be installed at the bottom.

10.0 ELECTRICAL

10.1	**SERVICE:**	120/240v - Single phase - 3W - 60 Hz
10.2	**MAIN DISTRIBUTION PANEL:**	The building shall be equipped with a 120/240V, single phase main distribution panel (MDP), exterior mounted, NEMA 3-R. The MDP shall be equipped with a main breaker sized to accommodate the electrical loads of the building.
10.3	**SUB-PANELS:**	N/A.
10.4	**BREAKERS:**	All breakers shall be plug in type.
10.5	**ENTRANCE:**	At panel.
10.6	**CROSSOVERS:**	J-boxes shall be installed above the ceiling for electrical crossovers.

10.7 RACEWAY/ CONDUCTORS: Minimum #12 AWG type THHN copper wire in concealed MC cable or EMT (electric metallic tubing) conduit with ground.

10.8 INTERIOR LIGHTS: 2'x4', 120v, LED, recessed, light with acrylic diffuser. Lights shall be plant wired and secured to the roof joists for shipment to the job site.

10.9 EXIT/EMERGENCY LIGHTS: Combination 120 volt wall mount with back up battery power exit light with dual head emergency light. Exit lights shall be plant installed.

Cooper # APC7-U-R.

10.10 COMBO EXTERIOR LIGHT / EMERGENCY LIGHT: 11 Watt high output LED, weather proof, bronze housing, with photo-cell and battery back-up for emergency egress. Light shall be installed at each exterior door.

Weatherlite WLEM-BZ.

10.11 RECEPTACLES: 120v, white, 20 AMP, duplex grounding type with matching plastic cover.

Note: Receptacles located at wet areas will be GFCI protected.

Designated receptacles per plan shall be installed 84" AFF for Owner provided TV.

10.12 SWITCHES: 120v, white, 20 AMP, toggle type with matching plastic cover.

10.13 DATA/COMM. JACKS: 4" Square box with single gang mud ring, 1" EMT conduit to above ceiling with pull wire.

Designated back boxes per plan shall be installed 84" AFF for Owner provided TV.

Note: All cabling & jacks shall be supplied and installed by Client and all cabling shall be ***plenum rated***.

11.0 PLUMBING

11.1 WATERLINES: Water supply lines shall be PEX or CPVC with appropriate fittings. All fixtures shall be provided with shut-off valves.

11.2 WASTELINES: PVC-DWV-SCH-40 drain, waste and vent lines, with multiple drops.

11.3 WATERHEATER: 10 gallon, 120v electric with single element and temperature and pressure relief valve.

11.4 WATER CLOSET: White vitreous china tank type with open front seat and elongated bowl. Water Closets shall be installed for the handicapped.

11.5 LAVATORIES: Vitreous china counter mounted with 4" washer less center set faucet. Lavatories shall be installed for the handicapped and shall be equipped with Handi-guard water supply and drain protective covers and wrist blade handle.

11.6	**SINK:**	15"x15" single bowl stainless steel sink with 4" center-set gooseneck faucet, wrist blade handle, shall be installed in BF room and Lab.
		Double bowl stainless steel with 8" center-set gooseneck faucet, wrist blade handle, shall be installed in break room.
11.7	**MOP SINK:**	Single bowl fiberglass mounted on legs with laundry tray faucet.
11.8	**WATER COOLER:**	8 GPH wall mounted HI/LO refrigerated water cooler.
11.9	**ACCESSORIES:**	Single roll toilet paper holder at each water closet.
		Stainless steel grab bars at each water closet.
		18"x36" metal edged mirror above each lavatory in restrooms only.

12.0 H.V.A.C.

12.1	**COOLING:**	240v, 1 phase, wall mount air conditioners sized per design criteria stated in Section 14.6.
12.2	**HEATING:**	240v Electric resistance heat strip in each air conditioner sized per design criteria stated in Section 14.5.
12.3	**SUPPLY DUCTS:**	Rigid foil faced fiberglass duct with 1" wall thickness installed below rafters with insulated circular flex to designated diffusers.
12.4	**DIFFUSERS:**	24"x24" white stamped metal with adjustable damper.
12.5	**RETURN AIR:**	24" X 24" Return air grilles in ceiling via conditioned air space through non-combustible ceiling cavity to plenum walls.
12.6	**THERMOSTAT:**	(1) Programmable thermostat shall be provided for each H.V.A.C. unit, Pro T-805 or equal.
		Thermostats for each of the HVAC units shall be located in the Office #103 per plans. HVAC-1 thermostat cabling shall be connected to A/C unit and coiled up above ceiling with enough length to be run on site and connected to the thermostat for that unit.
12.7	**EXHAUST FANS:**	Ceiling mount with back draft damper be installed in each restroom and janitor's closet.

13.0 FURNISHINGS

13.1	**CABINETS:**	All base cabinets and overhead cabinets shall be Aristokraft "New Oakland Wheat", or equal. Cabinets shall be provided with drawers, doors, shelves and hardware.
		Overhead cabinets shall be provided in elevation A of Lab, BF Room, Break Room and (2) locations of the break room restroom.
		Note: Base cabinet in Lab, elevation B shall be 36" deep.
		Refer to plans for base cabinet and overhead cabinet locations and elevations.
13.2	**COUNTERS:**	All counters shall be constructed of 45# density particle board with "Formica" or equal high pressure plastic laminate. All counters shall be provided with a 4" straight backsplash on all adjacent surfaces.
		Color shall be: Wilson-Art #D14-60 Port.

13.3 GROMMETS: Provide 2" black grommet thru countertops in Office #103 and Lab #111 per plans.

13.4 SHELVING: Provide 5 prefinished adjustable shelving in two storage closets of Nutrition Education. Shelving shall be 12" deep.

Provide 1 prefinished 12" deep shelf in janitor's closet above janitor's sink and 10 gallon water heater.

14.0 DESIGN CRITERIA

14.1 CONSTRUCTION TYPE: Type V-b

14.2 FLOORS: The floor systems shall be constructed to accommodate a live load of 50 lb/sft in addition to the dead loads.

14.3 WALLS: The exterior walls shall be framed, braced and secured in accordance with the requirements of the IBC, based on 90 mile per hour wind loads, 3 second gust.

14.4 ROOFS: All structural components of the roof system shall be designed and erected to span their respective areas and carry a live load of 20 lb/sft and a dead load of 10 lb/sft.

14.5 HEATING: The heating system shall be designed to maintain an interior temperature of 72 degrees + or - 2 degrees.

14.6 COOLING: The cooling system shall be designed to maintain an interior temperature of 75 degrees + or - 2 degrees.

14.7 CODES: The building shall be built in accordance with the following codes.

A. International Building Code, 2015
B. International Plumbing Code, 2015
C. International Mechanical Code, 2015
D. National Electrical Code, 2014
E. International Energy Conservation Code, 2015
F. Texas Accessibility Standards, 2012

14.8 APPROVALS: State of Texas Industrialized, Housing and Building Rules, as administered by the Texas Department of Licensing and Regulations.

As part of this contract, Ramtech Building Systems, Inc. will provide drawings sealed by a Texas Registered Professional Engineer for the building that may be used for submittals to TDL&R's Architectural Barriers Section.

Ramtech's design scope does not include accessibility elements required for the site and any required site improvements. It is the Owner's responsibility to have these designs developed and to make submittal as required by the Texas Architectural Barriers Act, through their design professional.

This submittal should be made to:

Texas Department of Licensing and Regulations
Architectural Barriers Section
P.O. Box 12157
Austin, TX 78711

For full compliance with Texas Accessibility Standards (TAS), the following responsibilities must be addressed:

Owner's Responsibilities:

1. Generate site designs providing TAS compliant accessible routes to and from handicapped parking areas and the new building and any other essential function to the new building.
2. Make submittals to TDL&R's Architectural Barriers Section or a 3rd Party Registered Accessibility Specialist within 20 days after the site design plans are issued and pay all associated fees. Once the submittal is made, an "EABPRJA Project Number" will be issued and by state law must be reflected on any required permit applications.
3. Within 12 months after project completion, contact TDL&R's Architectural Barriers Section or a 3rd Party Registered Accessibility Specialist, reference the "EABPRJA Project Number" and seek a field inspection of the completed work.

Ramtech's Responsibilities:

1. Provide age appropriate design drawings sealed by a Texas Registered Professional Engineer for the building that may be used for submittals to TDL&R's Architectural Barriers Section.
2. Provide building construction in compliance with the approved design drawings.

15.0 FIELD ACTIVITIES

15.1 SITE PREPARATION: No provision for site work has been included. The client is responsible for all clearing, grubbing, filling, backfilling, grading and associated compaction to achieve a uniform soil bearing capacity of 2500 PSF prior to delivery of the building units. In addition to the above, the site shall be uniformly level (+/-3") so a finished floor to grade elevation of a maximum 30" shall be present at all building entries and at the entry of the step and ramp assembly. The site shall have adequate drainage to provide a positive flow of storm water away from the building. Also storm water shall not pass under the building from any direction. The client is also responsible for providing clear access to the site. Clear access to the site is defined as the building pad being accessible for both the delivery truck and the building unit. Physical on site obstructions shall not prevent the delivery truck from being able to deliver the building unit to the pad site, detach from the building and depart the site.

NOTE: The price quoted includes the cost of labor and equipment to roll the modules onto a site that has already been determined to have restricted access.

15.2 ELECTRIC UTILITIES: The client will be responsible for extending and connecting the electrical service to the "MDP". The grounding meter base and weather head shall be provided by the client.

15.3 WATER UTILITIES: The client will be responsible for bringing the fresh water service to the building and making the final connection at the water heater.

15.4 SEWER UTILITIES: The client will be responsible for bringing the sewer line to the building, providing and installing the drain, waste and vent manifold to the contractors supplied sewer and vent drops which are through the floor.

15.5 FOUNDATION Piers shall be installed down each side and at mate lines at maximum 8'-0" o.c. and at column locations. Piers shall consist of a stacked CMU blockings installed on 4"x16"x16" precast concrete pad. Each building shall be securely anchored to the ground using auger type anchors.

Poured-in-place concrete foundation, if required by local building officials shall be the responsibility of the Owner.

15.6 WOOD ENTRY ASSEMBLIES: 1) A complete landing (minimum 8'x10'), step and ramp assembly at the main entrance door and a landing (minimum 5'x5'), and step assembly at the remaining door.

Ramps for the above assemblies shall be constructed approximately forty eight inches (48") wide by thirty feet (30') in length with a slope that does not exceed one inch (1") of rise or fall over any twelve inches (12") of length (run).

The landings, steps and ramps are to be provided with handrails equipped with horizontal rails at a maximum 4" spacing. The landing, ramps and steps and handrails are to be constructed of pressure treated lumber, ACQ or equal. Handrails on all assemblies shall be smooth and free of splinters at the time of installation.

Items Excluded from this Proposal:

Taxes
Surveys
Civil Design
Soils Testing/Analysis
Site Development
Utility Extensions/Connections
Plumbing Manifold
Appliances
Landscaping or Irrigation
Phone/Data
Fire Alarm
Fire Sprinkler
Fire Extinguishers
Building Permits
Performance and Payment Bonds
Builders Risk Insurance excludes flood coverage in Flood Zones A, V or D as defined by FEMA.

CITY OF LAREDO

WIC CLINIC II

Laredo, Texas

RAMTECH
BUILDING SYSTEMS, INC.

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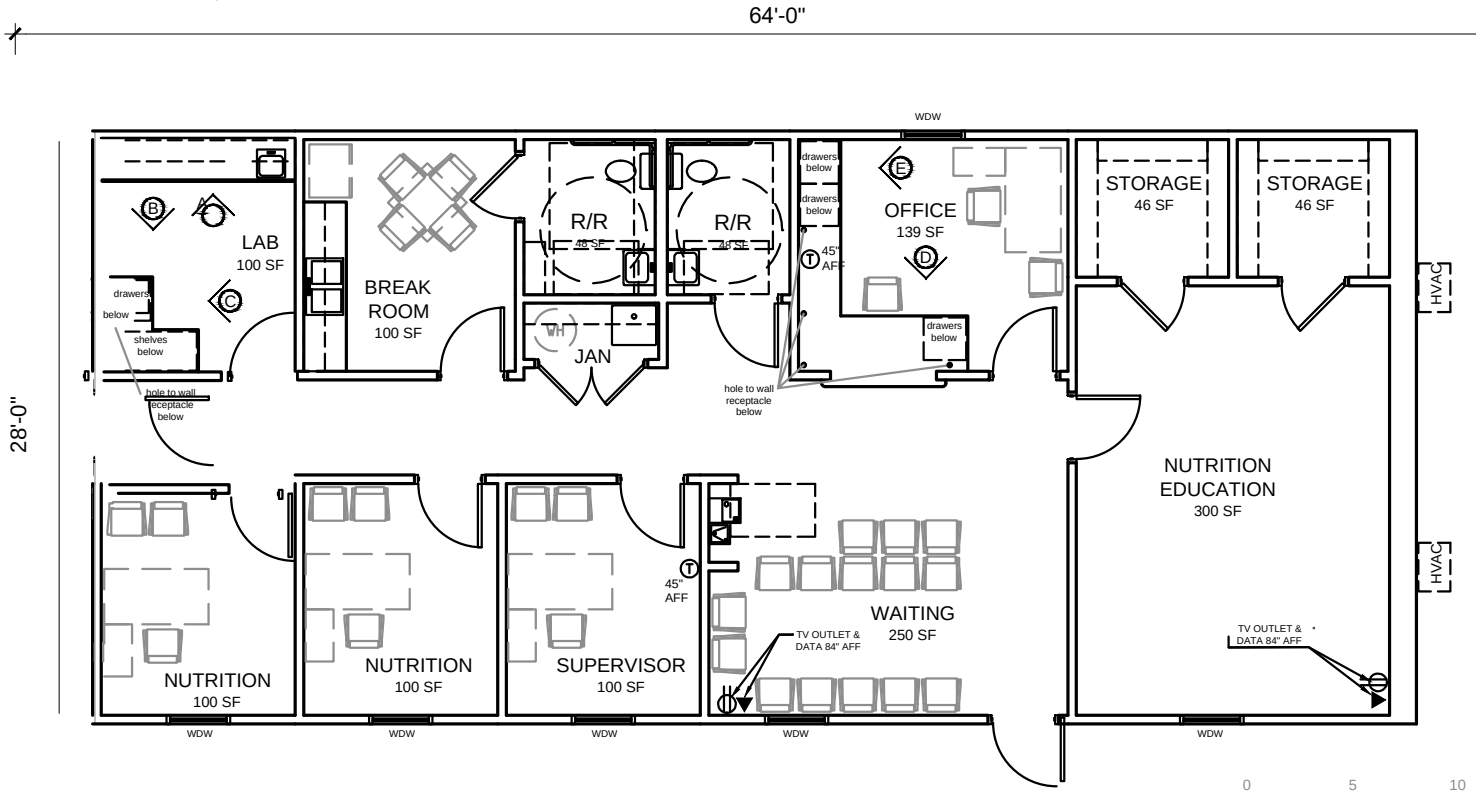
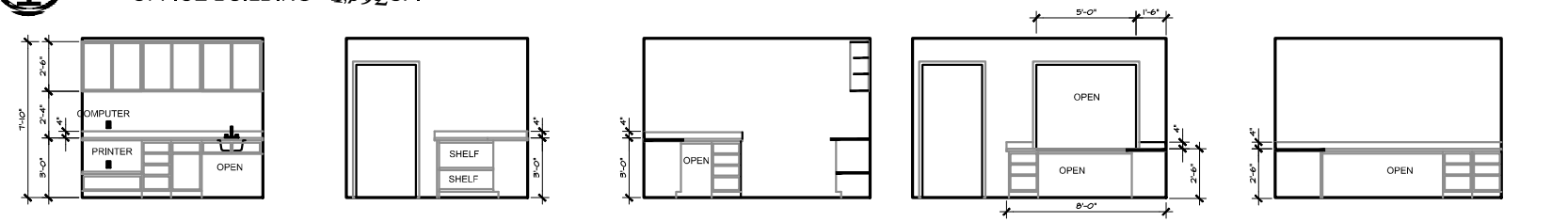


1 64 x 28 FLOOR PLAN

OFFICE BUILDING - 1,792 SF.



A **INTERIOR ELEVATION** — LABORATORY CABINETRY

B **INTERIOR ELEVATION** — LABORATORY CABINETRY

C **INTERIOR ELEVATION** — LABORATORY CABINETRY

D **INTERIOR ELEVATION** — OFFICE CABINETRY

E **INTERIOR ELEVATION** — OFFICE CABINETRY

SK-1

Ritha Rodriguez

From: Guillermo Walls
Sent: Monday, June 24, 2019 1:00 PM
To: Ritha Rodriguez
Subject: FW: LA13 - Approval to Purchase Modular Building

Guillermo Walls, MA
Chief of Nutrition – WIC Director LA013

From: Rodriguez,Elsa (HHSC/DSHS) [mailto:Elsa.Rodriguez2@hhsc.state.tx.us]
Sent: Monday, June 24, 2019 12:55 PM
To: Guillermo Walls
Cc: Saunders,Belinda (HHSC); Latortue,Tanya (HHSC)
Subject: LA13 - Approval to Purchase Modular Building

Dear Mr. Walls:

The United States Department of Agriculture (USDA) has granted approval for the City of Laredo WIC Program, WIC Local Agency#13, to purchase a new modular building, with a total cost not to exceed $196,483.00.

Approval is granted with the understanding that procurement will be in compliance with 2 CFR 200.312 – Federally owned and exempt property. In addition, the following conditions must be met:

- The FY2019 WIC Program funds must be legally obligated (usually this means a contract has been awarded) no later than September 30, 2019
- The funds must be expended by November 29, 2019

Failure to meet the conditions listed above may result in those costs being disallowed by USDA.

This approval is granted with the stipulation that sufficient earned funds are available. If this item will be purchased using Extra Funds, please submit the reimbursement request for it on a separate State of Texas purchase voucher indicating "Extra Funds." All purchases must be in compliance with WIC policies and the Uniform Grant Management Standards. Please maintain all proper documentation for purposes of an audit or fiscal monitoring review.

If you have any questions or require additional information, please contact Belinda Saunders, at 512-341-4444 or belinda.saunders@hhsc.state.tx.us

Sincerely,

Edgar Curtis
Texas WIC Director
Health and Human Services Commission
Phone: (512) 341-4563
edgar.curtis@hhsc.state.tx.us

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Melina E. Bermudez, Human Resources Director

SUBJECT

Consideration to authorize the Co-Interim City Managers to enter into a Memorandum of Understanding (MOU) with Let's Go Texas, LLC for the purpose of providing worksite training and experience for individuals with disabilities.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Let's Go Texas, LLC provides supported employment services to enable customers with the most significant disabilities to enter competitive integrated employment. In addition, in conjunction with the City of Laredo, they will assist in job skills training, to be able to teach and reinforce skills and develop or set up workplace accommodations and/or compensatory techniques to increase the customer's independence and ability to meet work expectations.

The City of Laredo will identify and list opportunities within a work site, designate work duties, and commit to twenty (20) hours a week of work for the duration of a minimum of six (6) weeks up to twelve (12) weeks in length at maximum per customer. No compensation or payment of any kind is due to such customers by the City and there is no employer-employee relationship between the City and the customer during the work experience placement program.

This Memorandum of Understanding will be effective upon approval of this agreement, through December 31, 2020.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is staff’s recommendation to approve this Memorandum Of Understanding between Let’s Go Texas, LLC and the City of Laredo.

Fiscal Impact

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

Attachments

MOU - Let's Go Texas

MEMORANDUM OF UNDERSTANDING
Let's Go Texas LLC
and
City of Laredo

I. Parties

The following Memorandum of Understanding sets for the terms of agreement between the Let's Go Texas, LLC, a Texas Limited Liability Company, hereinafter referred to as "LGT," and the City of Laredo, a municipal corporation, hereinafter referred to as "Partner" and the participant referred to as “customer”.

II. Purpose

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties insofar as they relate to LGT and optimum delivery of services benefiting selected Employment Transition Services to customers of Texas Workforce Vocational Programs aspiring to gain meaningful work experiences. As part of the Work Experience Placement Program, the Partner retains the right to accept or reject any proposed customer at any time without cause.

III. Assurances

A. Both parties agree to comply with Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all customers in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified customers with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Texas Revised Civil Statutes Article relating to workplace confidentiality guidelines regarding AIDS and HIV.

B. Both parties agree to comply with Work Learning Programs under the Work Opportunities Act of 1996. WIOA is landmark legislation that is designed to strengthen and improve our nation's public workforce system and help get Americans, including youth and those with significant barriers to employment, into high-quality jobs and careers and help employers hire and retain skilled workers. A learning experience at an employer's work site that includes all of the following elements is consistent with a learning experience under the WIOA: a planned program of job training and work experience for customers, appropriate to the customer’s abilities, which includes training related to pre-employment and employment skills to be mastered at progressively higher levels that are coordinated with learning in on-site real life learning experiences. The learning experience encompasses a sequence of activities that build upon one another, that increase in complexity and promote mastery of basic skills: the learning experience has been structured to expose the student to all aspects of an industry and promotes the development of broad, transferable skills; and, the learning experience provides for real or simulated tasks or assignments which push customers to develop higher-order critical thinking and problem-solving skills.

A customer enrolled in the work experience program would not be considered an employee under the FLSA if the following criteria is met:

• the customer receives ongoing instruction at the partner's work site and receives close on-site supervision throughout the learning experience, via services provided by a contracted Employment Specialist (ESP) contracted by the Texas Workforce Vocational Program (TWC VR), with the result that any productive work that the customer would perform would be offset by the burden to the employer from the training and supervision provided; and

• the placement of the customer at a work site during the learning experience does not result in the displacement of any regular employee -- i.e., the presence of the customer at the work site cannot result in an employee being laid off, cannot result in the partner not hiring an employee it would otherwise hire, and cannot result in an employee working fewer hours than he or she would otherwise work; and

• the customer is not entitled to a job at the completion of the learning experience --but this does not mean that partners are to be discouraged from offering employment to customer who might successfully complete the training; and

• the partner, the customer, and parent or guardian understand that the customer is not entitled to wages or other compensation for the time spent in the learning experience -- although the customer may be paid a stipend for expenses such as books or tools at the discretion of the counselor.

When all four of the above criteria is met, the partner would not be required to pay wages to a customer enrolled in a learning or work experience program.

C. Both parties will secure the confidentiality of records and other information relating to customer in accordance with Federal law, rules and regulations as well as applicable State laws and regulations.

IV. Responsibilities of the Parties under Agreement

In consideration of the mutual aims and desires of the parties to this Agreement and in recognition of the public benefit to be derived from effective implementation of the Work Experience Training Program provided by Work Experience Specialist of LGT, the parties agree to the following responsibilities under this Agreement:

A. Work Experience Specialist of Let's Go Texas LLC and Responsibilities include:
(1) Complete an on-site Work Experience analysis of specific job duties in accordance with the Texas Workforce Commission - VR 1601 Work Experience Plan;
(2) Make recommendations for any accommodations or support the customer needs; and educate the Work Experience site employees regarding any disability-related issues that may include a job skills trainer to assist with the initial work integration;
(3) The customer's orientation to the workplace, roles, and responsibilities; and communicating expectations for job performance, behavior, and social interactions
(4) Provide on-site Job Skills Training if needed and specified in the customer’s Texas Workforce Commission- OARS 1601 Work Experience Plan. If not specified but needed a job skills trainer will also be appropriated to ensure the success of the trainee with counselor's approval.

(5) If specified, collect all job skills training documentation provided by Job Skills Trainer on customers progress while on job site;
(6) Submit all required program deliverables including detailed plan, schedule, program monitoring and employee feedback to customers designated Texas Workforce Vocational Programs Counselor.
(7) Work Experience Specialist will communicate via phone, in person drop-ins, and email during the duration of the customer's Work Experience Placement.
(8) LGT SHALL HOLD THE PARTNER, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES HARMLESS FROM LIABILITY RESULTING FROM INJURY OR ILLNESS TO LGT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND PROGRAM CUSTOMERS EXCEPT FOR CLAIMS RESULTING FROM TORTIOUS CONDUCT OR GROSS NEGLIGENCE OF THE PARTNER, ITS OFFICERS, REPRESENTATIVES, OR EMPLOYEES.
(9) LGT will provide the Partner with the appropriate schedules indicating the time period during which the customers are expected to participate in the program at the Partner facility.
(10) Criminal Background Check: LGT will inform customers that Partner may require criminal background checks for all customers, at the customer's expense.
(11) Drug Testing: LGT will inform customers that Partner may require drug testing for all customers, at the customer's expense.
(12) Employment verification: LGT will inform customers that Partner may require employment verification for all customers, at the customer's expense.

V. City of Laredo Partner Shall:

1. Support the Program by assisting to identify and listing opportunities within the work site.
2. Participate in the Work Experience Placement Program designating duties such as: filing, inputting data, analyzing financial documents assigned and providing the customer with opportunities to gain professional knowledge that aligns with their work experience and future employment trajectory.
3. Commitment to twenty (20) hours a week of work for the duration of a minimum of six (6) weeks up to twelve (12) weeks in length at maximum per customer. However, customers shall not work more than 20 hours per week. No compensation or payment of any kind is due such customers by Partner and there is no employer-employee relationship between the Partner and the customer during the Work Experience Placement Program.

VI. General Provisions

The parties to the Agreement assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event shall LGT be obligated to pay or reimburse any expense incurred by the partner under this Agreement.

It is understood by the parties that each shall fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulation which govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provision or operating procedures.

This Agreement shall not be construed as creating an employer-employee relationship between LGT and the Partner, or the customer(s) and the Partner.

The Partner is not required to provide health services to customers or LGT, its officers, agents, representatives, or employees under this agreement except in emergency situations. The customer or LGT, its officers, agents, representatives, or employees requiring emergency care are responsible for paying the cost associated with providing such care.

The validity of this agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed by the Constitution and laws of the State of Texas.

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between parties respecting the within subject matter.

VII. Participant Release & Indemnity Form

LGT shall be responsible for: (i) requiring each customer participating in this program to execute the Release and Indemnity Form (see Appendix A), and (ii) providing the executed Release and Indemnity Form for a customer to the partner prior to starting this program.

VIII. Amendments

The parties to this MOU understand that in may be necessary to amend and modify this MOU from time to time in order to address additional concerns or issues; however, no amendment, modification, or alterations of the terms of this MOU shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by both parties.

IX. Term and Termination of Agreement Period

This MOU will be effective upon commencement of this Agreement, through December 31, 2020. After this date, the MOU may be reviewed on an annual basis by both parties and may mutually agree to renew the MOU. This agreement may be terminated by the City for its convenience upon providing thirty (30) days prior written warning notice to LGT. In the event that there is any customer participating in the program, termination pursuant to this paragraph shall not become effective until the customer completes the requirements of their agreement. However, if a customer is otherwise removed from the program for cause pursuant to this agreement, termination shall become effective on the removal date.

X. Contact Persons

Each entity will appoint a liaison contact person to serve as the entity's point of contact. These customers may communicate as needed and/or call meetings between the entities for any purpose.

The liaison contact person for LGT is Cecilia Aguirre Gutierrez and may be reached at 956-337-3479 or via email at Cecilia.gutierrez@letsgostaffing.com

The liaison contact person for City of Laredo is Monica C. Flores and may be reached at (956) 791-7474 or via email at mflores@ci.laredo.tx.us

Signatory Approval
The undersigned parties bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all parties involved.

Let's Go Texas LLC Name: Cecilia Gutierrez Title: _____ Date: _____ Signature: _____	**City of Laredo** Name: Melina Bermudez Title: Human Resources Director Date:_____ Signature: _____

By: _____
Robert A. Eads **Date**
Co-Interim City Manager

_____
Rosario Camarillo-Cabello **Date**
Co-Interim City Manager

APPROVED AS TO FORM
Kristina L. Hale
City Attorney

By:_____
Cristian Rosas-Grillet
Assistant City Attorney

ATTESTED

By: _____
Jose A. Valdez, Jr.
City Secretary

Human Resources **b.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Melina Bermudez, Human Resources Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract number FY19-079 to provide Temporary Staffing Agency Services to the following vendors:

1. Staff Force Inc., Laredo, Texas;
2. 22nd Century Technologies Inc., Somerset, New Jersey.

Both vendors will be awarded as primary vendors for set contract services to provide the City of Laredo with a labor pool for those departments that might require temporary staffing throughout the fiscal year. All services will be secured on an as needed basis and the estimated contract amount for this fiscal year would be approximately $2,300,000.00. The term of this contract shall be for a period of one (1) year, beginning effective date of contract and allows for two (2) additional one (1) year renewal periods. Funding is available in the respective departmental budgets.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City of Laredo through **Cit-E-Bid**, went out on Formal Requests For Proposals, FY19-079 for Temporary Staffing Agency Services to provide the City of Laredo with a labor pool for those departments that might require temporary staffing throughout the fiscal year; there were 12 submittals received which were thoroughly evaluated by a City staff committee. After the first initial evaluation scores, the committee opted to allow for interviews/presentations from the top four (4) scores/submittals; the four (4) firms interviewed were Staff Force Inc., Laredo, TX; HR Plus, Laredo, TX; 22nd Century Technologies Inc., Somerset, NJ; Marathon Staffing Group, De Soto, TX. After this thorough evaluation process, the committee is recommending Staff Force Inc. and 22nd Century Technologies Inc. for award of this contract.

The intent of this contract is to have both vendors as **primary** contract vendors to provide City departments with a temporary labor pool. The term of this contract is for a period of one (1) year with the option to extend for two, additional one (1) year periods each upon mutual agreement of the parties.
Staff Force Inc., is charging a 26% markup on new recruits & 24% on city transfers/referrals; 22nd Century Technologies Inc., is charging a 25% markup.

It is expressly understood by the parties that any extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that these contracts be awarded.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The City’s obligation beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Committee Final Tabulation Scores

RFP Submittal Responses

FY19-079 Temporary Staffing Agency Services									
								Total Score	Ranking
Staff Force	1	3	2	2	1	1	3	13	**2nd**
HR Plus	3	2	3	4	4	3	1	20	**3rd**
22nd Century	2	1	1	1	2	2	2	11	**1st**
Marathon Staffing	4	4	4	3	3	4	4	26	**4th**

*** Scores done by ranking from 1st to 4th; lowest score = highest ranked.**

Committee Evaluation Team consisted of the follow City Departments: Human Resouces, Solid Waste, Health, Budget & Finance.

Event Number	FY19-079 RFP Temporary Staffing Agency Se	Organization	
Event Title	Temporary Staffing Agency Services For The	Workgroup	
Event Description	Bidders are strongly encouraged to submit t	Event Owner	
Event Type	RFP	Email	
Issue Date	6/14/2019 01:42:33 PM (CT)	Phone	
Close Date	7/8/2019 05:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted
R&H Staffing Services	Laredo	TX	7/8/2019 03:48:42 PM (CT)
Marathon Staffing Group	Desoto	TX	7/8/2019 04:32:53 PM (CT)
LIFEWAY STAFFING, LLC	Laredo	TX	7/8/2019 04:05:49 PM (CT)
Staff Force, Inc	Laredo	TX	7/3/2019 11:38:37 AM (CT)
SoftHQ, Inc	San Diego	CA	7/3/2019 05:02:10 AM (CT)
RMP Temps, Inc.	Laredo	TX	7/8/2019 03:37:16 PM (CT)
ATHENA Consulting	Gaithersburg	MD	7/3/2019 03:00:38 PM (CT)
Agility 360 (Agility Net, LLC)	Dallas	TX	7/8/2019 02:15:49 PM (CT)
22nd Century technologies INC.	SOMERSET	NJ	7/8/2019 09:38:52 AM (CT)
Lancesoft Inc.	Herndon	VA	7/8/2019 09:32:45 AM (CT)
HR Plus (Talent Cloud Partners, I	Laredo	TX	7/8/2019 03:01:35 PM (CT)
Elite Employment Services, LLC.	Laredo	TX	7/8/2019 04:38:10 PM (CT)

Please note: Lines Responded and Response Total only includes responses to specification. No alternate re

City of Laredo Purchasing
City of Laredo Purchasing
Miguel Pescador
mpescador@ci.laredo.tx.us
(956) 794-1731

Lines Responded	Response Total
22	$0.00
22	$0.00
22	$0.00
22	$0.00
22	$0.00
22	$0.00
22	$0.00
22	$0.00
22	$0.00
22	$0.00
22	$0.00

esponse data is included.

Line #	Description	Mfgr	Mfgnc	QTY	UOM	R&H Staffing Services		Marathon Staffing Group		LIFEWAY STAFFING, LLC		Staff Force, Inc		SoftHQ, Inc		RMP Temps, Inc.		ATHENA Consulting		Agility 360 (Agility Net, LLC)		2nd Century technologies INC		Lancesoft Inc.		(Talent Cloud Partne		Employment Services	
						Total Price	$0.00	Total Price	$0.00	Total Price	$0.00	Total Price	$0.00	Total Price	$0.00	Total Price	$0.00	Total Price	$0.00	Total Price	$0.00	Total Price	$0.00	Total Price	$0.00	Total Price	$0.00	Total Price	$0.00
						Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	TEMPORARY STAFFING AGENCY SERVICES FOR TH			1	EA																								
2	Scope of Work and Services General Requirement			1	EA																								
3	Purpose and History Temporary staffing agency e			1	EA																								
4	Responsibility: The temporary staffing agency sha			1	EA																								
5	Compliance: In performing this contract, the tem			1	EA																								
6	Requirements Prior to Placement: The temporary			1	EA																								
7	Uniforms: The temporary staffing agency will pro			1	EA																								
8	Trainings and Personal Protective Equipment (PPE			1	EA																								
9	The City of Laredo will not agree to the following			1	EA																								
10	Client Conversion: In the event a temporary work			1	EA																								
11	Insurance Requirements: The successful bidder(s)			1	EA																								
12	Term of Contract: The term of this contract shall			1	EA																								
13	Qualified Temporarily Assigned Personnel The ter			1	EA																								
14	Categories of Temporary Staffing Agency Personn			1	EA																								
15	Award of Contract Submission and award of bid s			1	EA																								
16	The City of Laredo reserves the right to purchase			1	EA																								
17	The following factors shall be considered in evalu			1	EA																								
18	Bid pricing shall be a cost plus format. The City re			1	EA																								
19	1. Manual Trade Staff - Contractor percentage ma			1	EA	29.000000		33.000000		31.000000		26.000000		30.000000		27.000000		32.000000		31.000000		26.000000		35.000000		31.000000		1.28	
20	2. Clerical Staff - Contractor percentage mark-up.			1	EA	27.000000		29.000000		30.000000		26.000000		30.000000		22.000000		30.000000		31.000000		25.000000		35.000000		29.000000		1.28	
21	3. Administrative Staff - Contractor percentage m			1	EA	27.000000		29.000000		30.000000		26.000000		30.000000		22.000000		30.000000		31.000000		25.000000		35.000000		27.000000		1.28	
22	Indemnification: It is understood that any resultir			1	EA																								

Line	Responding Supplier
1	Agility 360 (Agility Net, LLC)
1	ATHENA Consulting
1	Elite Employment Services, LLC.
2	Agility 360 (Agility Net, LLC)
2	ATHENA Consulting
2	Elite Employment Services, LLC.
2	Marathon Staffing Group
3	Agility 360 (Agility Net, LLC)
3	ATHENA Consulting
3	Elite Employment Services, LLC.
3	Marathon Staffing Group
4	22nd Century technologies INC.
4	Agility 360 (Agility Net, LLC)
4	ATHENA Consulting
4	Elite Employment Services, LLC.
4	Marathon Staffing Group
5	22nd Century technologies INC.
5	Agility 360 (Agility Net, LLC)
5	ATHENA Consulting
5	Elite Employment Services, LLC.

5	Marathon Staffing Group
5	Staff Force, Inc
6	22nd Century technologies INC.
6	Agility 360 (Agility Net, LLC)
6	ATHENA Consulting
6	Elite Employment Services, LLC.
6	Marathon Staffing Group
7	22nd Century technologies INC.
7	Agility 360 (Agility Net, LLC)
7	ATHENA Consulting
7	Elite Employment Services, LLC.
7	Marathon Staffing Group
8	22nd Century technologies INC.
8	Agility 360 (Agility Net, LLC)
8	ATHENA Consulting
8	Elite Employment Services, LLC.
8	LIFEWAY STAFFING, LLC
8	Marathon Staffing Group
9	22nd Century technologies INC.
9	Agility 360 (Agility Net, LLC)
9	ATHENA Consulting
9	Elite Employment Services, LLC.
9	Marathon Staffing Group

10	22nd Century technologies INC.
10	Agility 360 (Agility Net, LLC)
10	ATHENA Consulting
10	Elite Employment Services, LLC.
10	Marathon Staffing Group
11	22nd Century technologies INC.
11	Agility 360 (Agility Net, LLC)
11	ATHENA Consulting
11	Elite Employment Services, LLC.
11	LIFEWAY STAFFING, LLC
11	Marathon Staffing Group
12	22nd Century technologies INC.
12	Agility 360 (Agility Net, LLC)
12	ATHENA Consulting
12	Elite Employment Services, LLC.
12	Marathon Staffing Group
13	22nd Century technologies INC.
13	Agility 360 (Agility Net, LLC)
13	ATHENA Consulting
13	Elite Employment Services, LLC.
13	Marathon Staffing Group
14	22nd Century technologies INC.
14	Agility 360 (Agility Net, LLC)
14	ATHENA Consulting
14	Elite Employment Services, LLC.

14	Marathon Staffing Group
15	22nd Century technologies INC.
15	Agility 360 (Agility Net, LLC)
15	ATHENA Consulting
15	Elite Employment Services, LLC.
15	Marathon Staffing Group
16	22nd Century technologies INC.
16	Agility 360 (Agility Net, LLC)
16	ATHENA Consulting
16	Elite Employment Services, LLC.
16	Marathon Staffing Group
17	22nd Century technologies INC.
17	Agility 360 (Agility Net, LLC)
17	Elite Employment Services, LLC.
17	Marathon Staffing Group
17	RMP Temps, Inc.
18	22nd Century technologies INC.
18	ATHENA Consulting
18	Elite Employment Services, LLC.
18	Marathon Staffing Group
19	22nd Century technologies INC.

19	Agility 360 (Agility Net, LLC)
19	ATHENA Consulting
19	Elite Employment Services, LLC.
19	HR Plus (Talent Cloud Partners, LLC)
19	Staff Force, Inc
20	22nd Century technologies INC.
20	Agility 360 (Agility Net, LLC)
20	ATHENA Consulting
20	Elite Employment Services, LLC.
20	HR Plus (Talent Cloud Partners, LLC)
20	Staff Force, Inc
21	22nd Century technologies INC.
21	Agility 360 (Agility Net, LLC)
21	ATHENA Consulting
21	Elite Employment Services, LLC.
21	HR Plus (Talent Cloud Partners, LLC)
21	Staff Force, Inc
22	22nd Century technologies INC.
22	Agility 360 (Agility Net, LLC)
22	Elite Employment Services, LLC.
22	Marathon Staffing Group

Supplier Notes
Confirmed and understood. Please see our attached Proposal document for details on our services and qualifications.
Immediately upon contract award, ATHENA will open and operate a local branch office which will be staffed by our assigned Account Manager for this contract. We have identified office space located in the City of Laredo.
Elite Employment Services, LLC. understands and agrees.
Confirmed and understood. Please see our attached Proposal document for details on our services and qualifications.
Answered and addressed starting on Page 1 of the attached ATHENA Consulting proposal.
Elite Employment Services, LLC. understands, agrees and will comply with the Scope of Work and Service General Requirements.
Marathon Staffing understands the Scope of Work and Services General Requirements. We are experienced in providing clerical/administrative and light industrial/manual labor temporary staffing services. Marathon acknowledges and agrees to ensure that any assigned temporary employee will not exceed nine months of 1,460 hours for the duration of the contract. After the temporary employee works nine months of 1,460 hours, the employee may not be reassigned to the City of Laredo for a period of one year. Marathon agrees that temporary employees will not drive city owned vehicles,
Confirmed and understood. Please see our attached Proposal document for details on our services and qualifications.
Answered and addressed starting on Page 39 of the attached ATHENA Consulting proposal.
Elite Employment Services, LLC. understands and agrees.
Marathon understands the purpose and history of temporary staffing agency employees being able to work flexible schedules and various shifts, as required. We understand that the normal hours of work are typically Monday through Friday 8 a.m. to 5 p.m. CST. and that a four hour minimum applies except due to job abandonment.
22nd Century comply with all federal and state tax laws and withholding requirements.
Confirmed and understood.
Answered and addressed starting on Page 40 of the attached ATHENA Consulting proposal.
Elite Employment Services LLC. understands, agrees and will comply with the above mentioned.
Marathon acknowledges and agrees to be responsible for the acts or omissions of our temporary employees and agents in performing this contract. Marathon shall indemnify and save the City and its officers and employees harmless against any claim arising from said acts or omissions of the temporary staffing agency's employees and agents. Marathon will comply with all federal and state tax laws and withholding requirements. Marathon acknowledges that the City of Laredo will not be liable to Marathon or our employees for unemployment or worker's compensation coverage or federal and
22nd Century comply with any and all applicable federal, state or local law including but not limited to: Occupational Safety and Health, Equal Employment Opportunity, Immigration and Naturalization, The American with Disabilities Act, State Tax and Insurance Law, Affordable Care Act, and the Department of Labor. 22nd Century will be responsible for providing medical insurance to eligible temporarily assigned employees (as determined by the Affordable Care Act), and will indemnify the City from any fines or penalties under this requirement.
Confirmed and understood.
Answered and addressed starting on Page 40 of the attached ATHENA Consulting proposal.
Elite Employment Services LLC. understands, agrees and will comply with the above mentioned.

Marathon will comply with all applicable federal, state, and local laws including but not limited to: OSHA, EEO, Immigration and Naturalization, ADA, State Tax and Insurance Law, ACA, and Department of Labor (DOL) regulations. Marathon provides ACA compliant health insurance to eligible temporary employees and will indemnify the City from any fines or penalties under this requirement.

Staff Force, Inc. takes on this burden 100% and ensures our employees have these benefits at their disposal.

22nd Century read, understand and comply with the statement.

Confirmed and understood. Please see our attached Proposal document for details on our services and qualifications.

Answered and addressed starting on Page 40 of the attached ATHENA Consulting proposal.

Elite Employment Services, LLC. has been servicing the City of Laredo for more than 5 years and we have the experience with all the requirements prior to placement. Elite currently has a dedicated Staffing Specialist that ONLY handles all the Job Orders for COL.

Marathon acknowledges and agrees to adhered to all Requirements Prior to Placement as described in this section. We are accustomed to performing such screenings as part of other municipal staffing contracts. Additionally, please find more information regarding Marathon's experience in implementing background checks and drug test screening in our attached Technical Proposal.

22nd Century read, understand and comply with the statement.

Confirmed and understood.

Answered and addressed starting on Page 40 of the attached ATHENA Consulting proposal.

Elite Employment Services, LLC. can provide all employees with uniforms and Identification Cards. Elite can customize and cater to what the COL needs are.

Marathon agrees to provide our temporary employees with uniforms with the Marathon logo and identification cards.

22nd Century read, understand and comply with the statement.

Confirmed and understood.

Answered and addressed starting on Page 40 of the attached ATHENA Consulting proposal.

Elite Employment Services, LLC. has a Safety Consultant on contract that is already conducting Safety Meetings to Elite Employees working at COL and can customize any Safety Training's. Elite can also provide PPE. (Please see Response Attachments)

we can provide safety vest, safety glasses and identification badges

Marathon will provide job related safety trainings and essential personal protective equipment (PPE). We have experience in providing customized orientation and onboarding programs which includes general safety training and ongoing refreshers on job related safety.

22nd Century read, understand and comply with the statement.

Confirmed and understood.

Answered and addressed starting on Page 40 of the attached ATHENA Consulting proposal.

Elite Employment Services, LLC. currently has all COL Employees on Executime however, Elite has different options for Bio-metric Timekeeping Systems that keep track of all hours worked by Elite employees at COL.

We understand and agree that the City will not be responsible for monitoring Marathon temporary employees' work hours. Marathon has a timekeeping system available to track hours worked. We will ensure that temporary employees will not work for more than nine months or 1,460 hours (whichever occurs first). Marathon understands that the City may request a replacement for any temporary employees who is considered unsatisfactory or fails to report to work on time. Any temporary employee who fails to report on time or is deemed unsatisfactory by the City will be removed from

22nd Century read, understand and comply with the statement.

Confirmed and understood.

Answered and addressed starting on Page 40 of the attached ATHENA Consulting proposal.

Elite Employment Services, LLC. has been servicing the COL for over 5 years and throughout those years the COL has converted MANY Elite Employees to COL. Elite has never charged the COL for any client conversion fees or made the City liable for breach of contract.

Marathon agrees that if the City hires a temporary employee assigned by our company that we will not have any right to claim damages for breach of contract and the City will not be liable for any fee as a result of the hiring.

22nd Century read, understand and comply with the statement.

Confirmed and understood.

Answered and addressed starting on Page 40 of the attached ATHENA Consulting proposal.

Elite Employment Services LLC. understands, agrees and will comply with all the COL Insurance Requirements. Please see Response Attachments.

available upon request. We meet all requirements.

Marathon will provide the City with original copies of valid insurance policies as required upon execution of the contract and we will maintain these policies in full force and effect at all times during the term of this contract. Our insurance policies will comply with all requirements set forth in Attribute #2.0 of these specifications.

22nd Century read, understand and comply with the statement.

Confirmed and understood.

Answered and addressed starting on Page 41 of the attached ATHENA Consulting proposal.

Elite Employment Services, LLC. understands and agrees to the terms of this contract.

Marathon agrees and understands the details regarding the Term of Contract.

22nd Century read, understand and comply with the statement.

Confirmed and understood. Please see our attached Proposal document for details on our services and qualifications.

Answered and addressed starting on Page 41 of the attached ATHENA Consulting proposal.

Elite Employment Services, LLC. has been servicing the City of Laredo for more than 5 years and we have the experience with all the requirements prior to placement. Elite currently has a dedicated Staffing Specialist that ONLY handles all the Job Orders for COL. Elite sends qualified candidates to Departments based on the Job Descriptions provided by COL HR.

Marathon agrees to provide trained and qualified personnel to meet the necessary skills and duties required by the City. We have Skill Testing Software that can assist in determining if candidates possess the necessary skill level prior to placement. We would gladly share test results with City hiring managers, if desired. Marathon understands that temporary employees will be assigned to a specific area and should exclusively work in that particular position. We understand that the City will request interviews prior to placement of temporary personnel. Marathon will gladly

22nd Century read, understand and comply with the statement.

Confirmed and understood.

Answered and addressed starting on Page 41 of the attached ATHENA Consulting proposal.

Elite Employment Services, LLC. understands and agrees to the categories of Temporary Staffing Agency Personnel that the COL will require in this contract.

We understand that there are three Categories of Temporary Staffing Agency Personnel to be required under a resulting contract: Manual Trade Staff, Clerical/Technical Staff, and Administrative Staff.

22nd Century read, understand and comply with the statement.

Confirmed and understood.

Answered and addressed starting on Page 41 of the attached ATHENA Consulting proposal.

Elite Employment Services, LLC. understands,agrees and will comply with the above mentioned.

We understand the information provided in this section regarding Award of Contract Submission and Award of Bid.

22nd Century read, understand and comply with the statement.

Confirmed and understood.

Answered and addressed starting on Page 41 of the attached ATHENA Consulting proposal.

Elite Employment Services, LLC. understands and agrees with the above mentioned.

Marathon understand and acknowledges that the City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule. We understand that the City provided an estimate for bidding purposes only and should not be interpreted as a guarantee to purchase. Marathon acknowledges that the City of Laredo reserves the right to purchase hours at the fixed hourly rate submitted within the contract term from the effective date of the contract as needed and budgeted for and by City departments.

Please refer response attachment for the above mentioned information.

Confirmed and understood. Please see our attached Proposal document for details on our services and qualifications.

Elite Employment Services opened it's doors in 2013 and since then has become one of the largest and fastest growing Staffing Agencies in town. Currently Elite has over 700+ employees currently working with our various customers. Elite services all of South Texas including Laredo, McAllen, Pharr, Harlingen, Brownsville and San Antonio. Elite has over 25 years of experience in the Staffing Industry and is a leading provider of value-added staffing service in the fields of Administrative, Light Industrial, Skilled Industrial and Construction. We are committed to providing the highest quality

Please find Marathon's Technical Proposal attached which responds to the evaluation factors provided by the City including: (1) Reputation of the Company, Business Strategy and References; (2) An evaluation of pricing to the City of Laredo ; (3) Extent to Which Services Meet the City of Laredo's Needs with Affidavit of Financial Ability to Process Payroll Requirements of this Contract; and (4) Past Relationship with City of Laredo or Other Governmental Agencies with List of Governmental Agencies and Amount of Monthly Payroll.

REFERENCESCATERPILLAR.GUILLERMO GARCIA, GENERAL MANAGER.GERBER PLUMBING.MARIO SERNA, GENERAL MANAGER.CASA JUAREZ.HILDA JUAREZ, OWNER.

22nd Century read, understand and comply with the statement.

Overview of the Company- Page 12; Business Strategy- Page 39; Three (3) references- Page 68; Extent to which the services meet the needs of the City of Laredo's needs- Page 13; Affidavits of financial ability to process payroll requirements of this contract- Page 5; Bidder's past relationship with the City of Laredo/other governmental agencies and list of governmental agencies and amount of monthly payroll- Page 13

Elite Employment Services, LLC. understands and agrees that the bid pricing will be a cost plus format. (Please see Response Attachment)

Please find our mark up below for each category required under this Contract.

Cost of medical benefits: 8% excluding from mark up.

Agility pays $160.00 a month towards the cost of health insurance for all eligible employees. Our proposed mark-up does not include this cost. Agility will invoice this separately to the City of Laredo (when applicable).

Health Insurance ATHENA will be responsible for providing medical insurance to eligible temporary assigned employees (as determined by the Affordable Care Act) and will indemnify the City from any fines or penalties under this requirement. In our pricing response, we indicate the following cost of medical benefits as a separate line item.Cost of Medical Benefits: Affordable Care Act Health Insurance $ 0.15 per hour per employee

Example: Employee pay rate: $8.10 x 1.28% (COL % Cost) = $10.37 Bill Rate to COL

Cost of Medical Benefits: $70.00/Month per employee

24% mark-up on all transfers

Cost of medical benefits: 8% excluding from mark up.

Agility pays $160.00 a month towards the cost of health insurance for all eligible employees. Our proposed mark-up does not include this cost. Agility will invoice this separately to the City of Laredo (when applicable).

Health Insurance ATHENA will be responsible for providing medical insurance to eligible temporary assigned employees (as determined by the Affordable Care Act) and will indemnify the City from any fines or penalties under this requirement. In our pricing response, we indicate the following cost of medical benefits as a separate line item.Cost of Medical Benefits: Affordable Care Act Health Insurance $ 0.15 per hour per employee

Example: Employee pay rate: $8.50 x 1.28% (COL % Cost) = $10.88 Bill Rate to COL

Cost of Medical Benefits: $70.00/Month per employee

24% mark-up on all transfers

Cost of medical benefits: 8% excluding from mark up.

Agility pays $160.00 a month towards the cost of health insurance for all eligible employees. Our proposed mark-up does not include this cost. Agility will invoice this separately to the City of Laredo (when applicable).

Health Insurance ATHENA will be responsible for providing medical insurance to eligible temporary assigned employees (as determined by the Affordable Care Act) and will indemnify the City from any fines or penalties under this requirement. In our pricing response, we indicate the following cost of medical benefits as a separate line item.Cost of Medical Benefits: Affordable Care Act Health Insurance $ 0.15 per hour per employee

Example: Employee pay rate: $10.53 x 1.28% (COL % Cost) = $13.48 Bill Rate to COL

Cost of Medical Benefits: $70.00/Month per employee

24% mark-up on all transfers

22nd Century read, understand and comply with the statement.

Confirmed and understood.

Elite Employment Services, LLC. agrees, understands and will comply with this Indemnification Section.

Marathon acknowledges the indemnification language that will be included in a resulting contract.

Line #	Att #	Attribute Name	Attribute Note	R&H Staffing Servi	Marathon Staffing	LIFEWAY STAFFIN	Staff Force, Inc	SoftHQ, Inc	RMP Temps, Inc.	ATHENA Consultin	Agility 360 (Agility	22nd Century tech	Lancesoft Inc.	HR Plus (Talent Cl	Elite Employment Services, LLC.
Header	1	Terms and Conditions Re	TERMS AND CONDITIONS	I Agree to the Term	I Agree to the Term	I Agree to the Term	I Agree to the Term	I Agree to the Term	I Agree to the Term	I Agree to the Term	I Agree to the Term	I Agree to the Term	I Agree to the Term	I Agree to the Term	I Agree to the Term
Header	2	Insurance Terms and Cor	INSURANCE REQUIREME	I agree my insuran	I agree my insuran	I agree my insuran	I agree my insuran	I agree my insuran	I agree my insuran	I agree my insuran	I agree my insuran	I agree my insuran	I agree my insuran	I agree my insuran	I agree my insuran
Header	3	Disqualification & Debar	DISQUALIFICATION DEBA	I certify to the term	I certify to the term	I certify to the term	I certify to the term	I certify to the term	I certify to the term	I certify to the term	I certify to the term	I certify to the term	I certify to the term	I certify to the term	I certify to the term
Header	4	Contract Requirements	1.CODE OF ETHICS ORDIN	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un
Header	5	Questionnaire Descriptio	"The undersigned affirms												
Header	6	Name of Offeror (Busine		R&H Staffing Servi	Marathon Staffing	LIFEWAY STAFFIN	Staff Force, Inc. Me	Offeror: SoftHQ, In	RMP Temps, Inc./L	ATHENA Consultin	Name of Business:	Name of Offeror (B	LanceSoft Inc, Pers	Talent Cloud Partn	Elite Employment S
Header	7	State how long under ha		Seven Years	32 years	THIS BUSINESS WA	30 years	SoftHQ has been in	since 1990	17 years	Agility Net, LLC dba	22 years	19+ Years	3 Years	6 years 5 months
Header	8	If applicable, list all other		BPR Staffing	N/A	n/a	N/A	Not Applicable.	RMPersonnel, Inc.	N/A	Agility Net, LLC dba	Not Applicable	Not applicable	HR Plus	N/A
Header	9	State if the Company is a	The below information is												
Header	10	Questions Part 1	1) Is any litigation pendin	1: No2: No3: No4: I	1) No, there is no li	1. No there are no	N/A	Since its inception,	N/A to all of the ab	1) No; 2) No; 3) No;	1) There is no penc	none	Not applicable	No to all.	Elite Employment S
Header	11	Questions Part 2	1) Is the Business in arrea	1: No2: No3: No	1) No, we are not in	1. No arrears or de	N/A	SoftHQ confirms th	N/A to all of the ab	1) No; 2) No, 3; No	1) Agility is not in a	No	Not applicable	No to all.	Elite Employment S
Header	12	State if the Company is a		Historically Underu	This company is no	This company is no	This company is no	Other	Historically Underu	Disadvantaged Bus	Historically Underu	This company is no	Other	This company is no	Historically Underu
Header	13	Conflict of Interest Disclo	A form disclosing potenti												
Header	14	Conflict of Interest Quest	For vendor or other pers												
Header	15	Conflict of Interest Quest	If vendor acknowledges t	I attest there is no	I attest there is no	I attest there is no	I attest there is no	I attest there is no	I attest there is no	I attest there is no	I attest there is no	I attest there is no	I attest there is no	I attest there is no	I attest there is no
Header	16	Disclosure Form	For details on use of this												
Header	17	This is a		New Submission	New Submission	New Submission	New Submission	New Submission	New Submission	New Submission	New Submission	New Submission	New Submission	New Submission	New Submission
Header	18	Question 1. Name of pers	Please include First Name	Ruben A. Ramirez	Kendra J. Stricklanc	Alexandro J Lara	Melane H. Molina	Kranti Ponnam	Lisa Morales-Hinoj	Mark E. Elvin, Esq.	Cesar Hernandez	Eva Gaddis-McKnig	Prashant Arni	Oscar Torres	Luis E. Valdez, Jr.
Header	19	Question 2. Contract Info	Please include the follow	Temporary Staffing	FY19-079 RFP Tem	Temporary Staffing a)	FY19-079 RFP Tea	a) Temporary Staff	FY19-079/Tempora	a) Temporary Staff	FY19-079 RFP Tem	Birdville Independe	a) Project Name - TA	FY19-079 RFP Tea	a) FY19-079 RFP Te
Header	20	Question 3. Name of indi		R&H Staffing Servi	Marathon Staffing	Lifeway Staffing, LL	Melane H. Molina (	SoftHQ, Inc.	RMP Temps, Inc.	ATHENA Consulting	Agility Net, LLC dba	Eva Gaddis-McKnig	Not applicable	Talent Cloud Partn	Elite Employment S
Header	21	Question 4. List any busir		Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	It applies to my bu	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Header	22	Question 4. List any busir	If you selected Not Applic		N/A	n/a			RMPersonnel, Inc.			None			
Header	23	Question 5. List any indiv		Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Header	24	Question 5. List any indiv	If you selected Not Applic		N/A	n/a						None			
Header	25	Question 6. List any attor		Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Header	26	Question 6. List any attor	If selected Not Applicable		N/A	n/a									
Header	27	Question 7. Disclosure of	List any campaign or offic	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Header	28	Question 7. Disclosure of	If you selected Not Applic		N/A	n/a									
Header	29	Updates on contributions	Information regarding co												
Header	30	Question 8. Disclosure of	Are you aware of any fact	I am not aware of a	I am not aware of a	I am not aware of a	I am not aware of a	I am not aware of a	I am not aware of a	I am not aware of a	I am not aware of a	I am aware of confl	I am not aware of a	I am not aware of a	I am not aware of a
Header	31	8. Disclosure of Conflict o	If you selected I am awar		N/A	n/a				No Conflict of Inter		none			
Header	32	Question 9. Updates Req	I understand that this for	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un
Header	33	Question 10. No Contract	I understand that a perso	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un	I have read and un
Header	34	Question 11. Conflict of I	Chapter 176 of the Local	I have acknowledg	I have acknowledg	I have acknowledg	I have acknowledg	I have acknowledg	I have acknowledg	I have acknowledg	I have acknowledg	I have acknowledg	I have acknowledg	I have acknowledg	I have acknowledg
Header	35	Question 11. Oath	Please complete in this se	Ruben A. RamirezA	Kendra J. Stricklanc	Alexandro J LaraMa	1) Melane H. Molin	Name: Kranti Ponn	Lisa Morales-Hinoj	1) Mark E. Elvin, Es	1) Cesar Hernande	Eva Gaddis-McKnig	NAME - Prashant A	1: Oscar Torres 2: I	Name: Luis E. Val
Header	36	Question 12. Oath	I swear or affirm that the	I swear or affirm in	I swear or affirm in	I swear or affirm in	I swear or affirm in	I swear or affirm in	I swear or affirm in	I swear or affirm in	I swear or affirm in	I swear or affirm in	I swear or affirm in	I swear or affirm in	I swear or affirm in
Header	37	CITY CONTACT DURING C	PROHIBITED CONTACTS L	Ruben A. Ramirez	I agree.	Understood	Acknowledged	SoftHQ will abide b	I agree	Acknowleged	I, Cesar Hernandez	22nd Century agree	LanecSoft agrees o	N/A	Elite Employment S
Header	38	Addendum No. 1 - Requi	Addendum No. 1: *Requi	I have read/unders	I have read/unders	I have read/unders	I have read/unders	I have read/unders	I have read/unders	I have read/unders	I have read/unders	I have read/unders	I have read/unders	I have read/unders	I have read/unders

Responding Supplier	Signature Full Name	Signature Email	Supplier Notes
R&H Staffing Services	Ruben Ramirez	ruben@rhstaffingllc.com	We offer our temporary employees (And Families):Medical Benefits
Marathon Staffing Group	Kendra J. Strickland	kstrickland@marathonstaffing.com	Thank you for the opportunity to present a proposal.
LIFEWAY STAFFING, LLC	Marina Morales	marina@lifewaystaffing.com	
Staff Force, Inc	Melane H Molina	mmolina@staff-force.com	
SoftHQ, Inc	Kranti Ponnam	rfp@softhqinc.com	
RMP Temps, Inc.	Lisa Hinojosa	lisam@rmpersonnel.com	
ATHENA Consulting	Mark Eric Elvin	melvin@athenaconsultingllc.com	
Agility 360 (Agility Net, LLC)	Cesar Hernandez	chernandez@agility360.net	Thank you for your time and consideration.
22nd Century technologies INC	Eva Gaddis-McKnight, Ad	Govt@tscti.com	Greetings from 22nd Century,Thank you for the opportunity to prese
Lancesoft Inc.	Prashant Arni	marketing@lancesoft.com	LanceSoft has provided the mark up rates for all the categories, due
HR Plus (Talent Cloud Partners,	Oscar Torres	oscar.torres@hrplus.agency	Thank you for taking your time to consider HR Plus as an option to s
Elite Employment Services, LLC	Luis Eduardo Valdez, Jr.	lvaldez@eliteemployment.net	Elite Employment Services, LLC. want to thank the City of Laredo for

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Initiated By: Rosario Cabello Co-Interim City Manager

Staff Source: Homero Vasquez-Garcia, Director Information Services & Telecommunications

SUBJECT

Authorizing the Co-Interim City Managers to enter into and execute a contract between GEO IS and the City of Laredo for the purchase of Geographic Information Systems (GIS) Network Maintenance and GIS Network Consulting through a Sole Source contract in the total amount of $272,500.00 for a two year period. This charge is to continue GIS Network Maintenance and Consulting that is provided to the 9-1-1 Regional Administration and to continue to enable the most current 9-1-1 data to be available throughout the South Texas Region. Funding is available in the Regional 9-1-1 Fund.

PREVIOUS COUNCIL ACTION

Contract previously approved on 11/06/18.

BACKGROUND

The City of Laredo approved Resolution 2003-R-066 requesting that the Commission on State Emergency Communications designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004 meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004. As administrators for the South Texas Development Council (STDC), the City of Laredo oversees the four county region of Jim Hogg, Starr, Webb and Zapata. The agreements with these entities are contracted with the City of Laredo beginning September 1, 2017 and ending on August 31, 2019.

The GIS Maintenance and Network Consulting services will be purchased from GEO IS through a Sole Source contract. The Maintenance and Consulting services will be used for all projects related to maintaining the 9-1-1 mapping database, including software installation, disaster recovery of core systems, network redundancy, database development, and project management. One project in particular will be the continued maintenance of the 9-1-1 Database hosted by GEO IS, as well as the existing ESRI server located at the 9-1-1 Regional Administration. This configuration allows new 9-1-1 mapping data to be processed on a weekly basis and allows the updated 9-1-1 information to be made readily available to the PSAPs throughout the South Texas Region, including Laredo Police Department, Webb County Sheriff's Office, Jim Hogg County Sheriff's Office, Zapata County Sheriff's Office, Starr County Sheriff's Office, Roma Police Department, Rio Grande Police Department, and the 9-1-1 Training Center.

The GIS Maintenance and Network contract renewal allows the 9-1-1 Regional Administration to continue to have technical assistance readily available in the event of database network failure. In addition, this support ensures that the software utilized for the 9-1-1 database automatically receives the most recent software upgrades. This support ensures complete coverage of software and technical maintenance, as well as consulting, from September 1, 2019 – December 31, 2021.

As Next Generation (NG) 9-1-1 advances, GIS will become the method in which 9-1-1 calls will be routed. Location accuracy is a fundamental element of mapping management, and having access to maintenance and consulting during a GIS transition is crucial.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year: 2019
Bugeted Y/N?:
Source of Funds: State
Account #: 25855685238209
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Description	Expense Account No.	Allocated Fund Strategic Plan FY18-19
Geographical Information Systems (GIS)	258-5568-523-82.09	$272,500.00

Attachments

Quote

3225 La Puerta Ave
Edinburg, TX 78541
(956) 587-2020
jmartinez@geoisinc.com

Estimate

ADDRESS
City of Laredo Accounts Payable P.O Box 210 Laredo, TX 78042-0210

SHIP TO
City of Laredo 911 Regional Admin 912 Matamoros Attn: Connie CH. Laredo, TX 78040

ESTIMATE #	DATE	
1038	04/30/2019	

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/01/2019	**Service Contracts:GIS Network Maintenance Contract** Remaining Balance for GIS Network Maintenance Contract - September-October-November-December 15, 2019	1	30,000.00	30,000.00
12/15/2019	**Service Contracts:GIS Network Maintenance Contract** GIS Network Maintenance Contract - December 15, 2019 - December 15, 2020	1	120,000.00	120,000.00
01/01/2020	**Support Services:Hours** 10 hours of support services requested by Seculore to fix any vulnerabilities detected by Seculore Devices. For Year 2020	10	125.00	1,250.00
12/15/2020	**Service Contracts:GIS Network Maintenance Contract** GIS Network Maintenance Contract - December 15, 2020 - December 15, 2021	1	120,000.00	120,000.00
01/01/2021	**Support Services:Hours** 10 hours of support services requested by Seculore to fix any vulnerabilities detected by Seculore Devices. For Year 2021	10	125.00	1,250.00

quote for strategic plan for GIS Network Maintenance and Seculore support .	TOTAL	**$272,500.00**

Accepted By

Accepted Date

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Homero Vasquez-Garcia, Director Information Services & Telecommunications

SUBJECT

Authorizing the Co-Interim City Managers to enter into and execute a contract between SecuLore Solutions, a Cybersecurity company focused on Public Safety, and the City of Laredo to provide cybersecurity technology and monitoring services to safeguard the 9-1-1 Public Safety Answering Points (PSAPs), as well as the 9-1-1 Database Network in the four county region of Jim Hogg, Starr, Webb and Zapata. SecuLore will provide cybersecurity monitoring services for a two year period to the region in the amount of $319,300.10. The managed services will be purchased from SecuLore Solutions through the Houston Galveston Area Council of Governments (HGAC) Contract No. EC07-18. Funding is available in the Regional 9-1-1 Fund.

PREVIOUS COUNCIL ACTION

Contract previously approved on 09/04/2018.

BACKGROUND

The City of Laredo approved Resolution 2003-R-066 requesting that the Commission on State Emergency Communications designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004 meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004. As administrators for the South Texas Development Council (STDC), the City of Laredo oversees the four county region of Jim Hogg, Starr, Webb and Zapata. The agreements with these entities are contracted with the City of Laredo beginning September 1, 2017 and ending on August 31, 2019.

The managed cybersecurity monitoring and threat detection service will be purchased from SecuLore Solutions through the Houston Galveston Area Council of Governments (HGAC) Contract No. EC07-18. We will purchase managed cybersecurity monitoring and threat detection for from September 1, 2019 through August 31, 2021. SecuLore Solutions will provide remote analysis of daily data by cybersecurity analysts, continuous monitoring, daily notifications, weekly reports, weekly conference calls if requested, and aggregate data. We have completed a vulnerability assessment based on the Federal Communication Commission (FCC) (Task Force for Optimal PSAP Architecture) will be performed on all eight Public

Safety Answering Points (PSAPs) and the 9-1-1 database. The analysis has provided a baseline of our PSAP network.

SecuLore will provides a network appliance called Paladin, similar to a router, that will alert the 9-1-1 Regional Administration, our technical support maintenance provider, WSC (Western States Communications, Inc.), and PSAPs of any potential attacks to the 9-1-1 equipment, software, and network before becoming a threat. Paladin is a new layer of cybersecurity software that visualizes the network, monitors all data between the firewall and external data sources, visualizes the traffic, and focuses on helping public safety protect their center's network.

SecuLore will elevate cyber awareness by keeping the region informed through alerts and notifications about current vulnerabilities, patches, and cyber-attacks impacting public safety.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year: 2019
Bugeted Y/N?:
Source of Funds: State
Account #: 25855685238223
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Description	Expense Account No.	Allocated Fund Strategic Plan FY18-19
Paladin Overwatch	258-5568-523-8223	$219,300.00
		Total: $219,300.00

Attachments

Quote

SecuLore Solutions
2288 Blue Water Blvd Suite #329
Odenton, MD 21113

Date	Expires
5/3/19	6/2/19

Name/Address
City of Laredo TX 9-1-1 Regional Administration Amanda Tienda 912 Matamoros St. Laredo TX 78042

Ship To

Quote # QT-DM-050319-STDC-TX-RENEW-HGAC

Item	Description	Ordered	U/M	Rate	Amount
PAL-OWm	Paladin Overwatch - on-site monitoring Primary Paladin Service Renewal Dates 11/1/19 to 8/31/21	22	Month(s)	$2,500.00	$55,000.00
PAL-OW+m	Additional Paladin in Overwatch mode Service Renewal Dates 11/1/19 to 8/31/21	22	Month(s)	$1,000.00	$22,000.00
PAL-OW+m	Additional Paladin in Overwatch mode Service Renewal Dates 11/1/19 to 8/31/21	22	Month(s)	$1,000.00	$22,000.00
PAL-OW+m	Additional Paladin in Overwatch mode Service Renewal Dates 11/1/19 to 8/31/21	22	Month(s)	$1,000.00	$22,000.00
PAL-OW+m	Additional Paladin in Overwatch mode Service Renewal Dates 11/1/19 to 8/31/21	22	Month(s)	$1,000.00	$22,000.00
PAL-OW+m	Additional Paladin in Overwatch mode Service Renewal Dates 3/22/20 to 8/31/21	17	Month(s)	$1,000.00	$17,000.00
PAL-OW+m	Additional Paladin in Overwatch mode Service Renewal Dates 3/22/20 to 8/31/21	17	Month(s)	$1,000.00	$17,000.00
PAL-OW+m	Additional Paladin in Overwatch mode Service Renewal Dates 3/22/20 to 8/31/21	17	Month(s)	$1,000.00	$17,000.00
PAL-OW+m	Additional Paladin in Overwatch mode Service Renewal Dates 3/22/20 to 8/31/21	17	Month(s)	$1,000.00	$17,000.00
PAL-OW+m	Additional Paladin in Overwatch mode Service Renewal Dates 3/22/20 to 8/31/21	17	Month(s)	$1,000.00	$17,000.00
PAL-OW+m	Additional Paladin in Overwatch mode Service Renewal Dates 3/22/20 to 8/31/21	17	Month(s)	$1,000.00	$17,000.00
PAL-8TBm	Paladin Capture Drive Upgrade to 8TB Service Renewal Dates 3/22/20 to 8/31/21	17	Month(s)	$41.67	$708.39
PAL-8TBm	Paladin Capture Drive Upgrade to 8TB Service Renewal Dates 3/22/20 to 8/31/21	17	Month(s)	$41.67	$708.39
	HGACBuy contract number EC07-18			Subtotal	$246,416.78
HGAC-PAL	H-GAC Paladin Discount (Primary Paladin)	1	e/a	($2,750.00)	($2,750.00)
SPDISC	Overwatch Discount	1	e/a	($24,366.68)	($24,366.68)
	David McSpadden SecuLore Solutions 512-868-5951 david.mcspadden@seculore.com				
v3.27.19	Good for 30 days from date of sales estimate			Total	$219,300.10

Information Services & Telecommunications **C.**

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Homero Vazquez-Garcia, Director Information Services & Telecommunications

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SUBJECT

Authorizing the Co-Interim City Managers to enter into and execute a contract between 911 Datamaster, Inc. and the City of Laredo to provide the 911 Regional Administration with ongoing Geographic Information Systems (GIS) services for two years through the Houston Galveston Area Council of Governments (HGAC) Cooperative Buy Contract No. EC07-14, Product Category B, in the total amount of $129,200.00. This ongoing GIS service is needed in order to continue GIS work in order to meet Next Generation (NG) 9-1-1 GIS standards put forth by the State of Texas 9-1-1 Commission on State Emergency Communication (CSEC). Funding is available in the Regional 9-1-1 Fund.

PREVIOUS COUNCIL ACTION

Contract previously approved on 06/18/2018 for one year.

BACKGROUND

The City of Laredo approved Resolution 2003-R-066 requesting that the Commission on State Emergency Communications designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004 meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004. As administrators for the South Texas Development Council (STDC), the City of Laredo oversees the four county region of Jim Hogg, Starr, Webb and Zapata. The agreements with these entities are contracted with the City of Laredo beginning September 1, 2017 and ending on August 31, 2019.

The Commission on State Emergency Communication (CSEC) has put forth Next Generation (NG) 9-1-1 Geographic Information Systems (GIS) Standards that will take effect in FY2019-2020. The City of Laredo, along with all other Regional Planning Commissions (RPCs), must meet the new GIS standard. As of September 1, 2019, the new GIS standard will become a state measure and 9-1-1 Regional Administration staff will be charged with providing quarterly updates. 911 Datamaster will work in conjunction with the 9-1-1 GIS Analyst on staff to process monthly uploads and data reconciliation. 911 Datamaster will make Enterprise Geospatial Database Management (EGDMS) uploads, as well as compile data from the four county

Database Coordinators that will allow the 9-1-1 Regional Administration to continue to comply with CSEC standards. GIS measures are closely monitored through a Risk Assessment conducted by CSEC.

9-1-1 Datamaster will be assigned with four essential tasks: Task 1: Coordinate with local GIS resources to receive and process GIS data. Task 2: Work to ensure quality information is provided for monthly uploads to CSEC's EGDMS Provider. Task 3: Monitor GIS data quality and modifications, as needed. Task 4: Provide suggested MSAG changes, as required. 911 Datamaster will be working with the four 9-1-1 Database Coordinators as required.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year: 2019
Bugeted Y/N?:
Source of Funds: State
Account #: 25855685238219
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Description	Expense Account No.	Allocated Fund Strategic Plan FY19
Database Maintenance	258-5568-523-82.19	$129,200.00

Attachments

Quote

7500 College Blvd., Suite 500
Overland Park, KS 66210
www.911datamaster.com

Company Address	7500 College Blvd. Suite 500 Overland Park, KS 66210 US	Created Date	5/14/2019
		Quote Number	00000016
Account Name	South Texas Development Council		
Opportunity Name	South Texas GIS Outsourcing 2020-2021		
Prepared By	Jim Shepard	Contact Name	Amanda Tienda
Email	jims@911datamaster.com		
Bill To Name	South Texas Development Council	Ship To Name	South Texas Development Council
Bill To	912 Matamoros St Laredo, TX 78042 USA	Ship To	912 Matamoros St Laredo, TX 78042 USA

Product	Line Item Description	Sales Price	Quantity	Total Price
GIS Services	GIS QA Outsourcing 2020	$85.00	760.00	$64,600.00
GIS Services	GIS QA Outsourcing 2021	$85.00	760.00	$64,600.00

Subtotal	$129,200.00
Discount	0.00%
Total Price	$129,200.00
Grand Total	$129,200.00

Information Services & Telecommunications **d.**

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Homero Vazquez-Garcia, Director Information Services & Telecommunications

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SUBJECT

Authorizing the Co-Interim City Managers to enter into and execute Interlocal Agreements between the City of Laredo and Webb County Sheriff's Office, Jim Hogg County Sheriff's Department, Starr County Sheriff's Office, Zapata County Sheriff's Office, Rio Grande City Police Department, Roma Police Department, Jim Hogg County Appraisal District, Zapata County Appraisal District, and Starr County Planning Department for Public Safety Answering Points (PSAPs) and Database Maintenance services for the period of September 1, 2019 through August 31, 2021.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The City of Laredo approved Resolution 2003-R-066 requesting that the Commission on State Emergency Communications (CSEC) designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004 meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004. As administrators for the South Texas Development Council (STDC), the City of Laredo oversees the four county region of Jim Hogg, Starr, Webb and Zapata.

The City of Laredo 9-1-1 Regional Administration renews Interlocal Agreements with these entities every two years. This timeline is aligned with the legislative appropriation cycle followed by the State of Texas 9-1-1 Commission on State Emergency Communications (CSEC). The Contract for 9-1-1 services between CSEC and the City of Laredo 9-1-1 Regional Administration requires the City of Laredo to execute Interlocal Agreements.

The Public Safety Answering Point (PSAP) Interlocal Agreement with each individual PSAP implements the Strategic Plan submitted by the City of Laredo 9-1-1 Regional Administration, as approved by CSEC. The Interlocal Agreement outlines planning, development, operation and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharges appropriated to the Commission and granted

to the City (9-1-1 Funds), and adherence to Applicable Law.

The Database Interlocal Agreement with each individual Database Maintenance entity implements the Strategic Plan submitted by the City of Laredo 9-1-1 Regional Administration, as approved by CSEC. The Interlocal Agreement ensures that Automatic Location Information (ALI) maintenance service, 9-1-1 information and location data are provided to the correct PSAP. The Database Interlocal Agreement also sets forth the requirements for ALI maintenance.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

No financial impact.

Attachments

ALI Jim Hogg County Maintenance Interlocal FY 2020-2021
ALI Starr County Maintenance Interlocal FY 2020-2021
ALI Zapata County Maintenance Interlocal FY 2020-2021
PSAP Jim Hogg County Interlocal FY 2020-2021
PSAP Rio Grande City Interlocal FY 2020-2021
PSAP Roma Interlocal FY 2020-2021
PSAP Starr County Interlocal FY 2020-2021
PSAP Webb County Interlocal FY 2020-2021
PSAP Zapata County Interlocal FY 2020-2021

INTERLOCAL AGREEMENT FOR E9-1-1 AUTOMATIC LOCATION IDENTIFICATION MAINTENANCE SERVICES

Article 1: Parties & Purpose

1.1 The **City of Laredo (City)** as Administrator for the South Texas Development Council (STDC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The City has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 19 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **Jim Hogg County (Local Government)** is a local government that has agreed to participate in implementing enhanced 9-1-1 services in the Region in accordance with the City's Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the City requires the City to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the City (9-1-1 Funds) and adherence to Applicable Law.

1.5 Automatic Location Identification (ALI) maintenance is a critical component of 9-1-1 service and ensures the timely delivery of accurate 9-1-1 information and location data to the correct public safety answering point. This Agreement between the City and Local Government sets forth the requirements for ALI maintenance.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS], Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against The State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption

unless the City finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The City shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to perform the activities related to maintaining location information used in the City's 9-1-1 Database as specified in the Scope of Work attached hereto.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The City and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The City shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The City may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the City and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by the City and proof of insurance shall be provided upon request.

3.2.6 The City and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The City shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the City as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the City of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the City;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the City;

3.6.3 Coordinate with the City and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

Article 4: Performance Monitoring

4.1 The City and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the City and/or the Commission for such purposes.

Article 5: Procurement

5.1 The City and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The City shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The City will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The City may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the City and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the City and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the City, unless an alternative repayment plan is approved by the City and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as presecribed by the City's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the City's current approved Strategic Plan;

7.2 The City or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the City.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The City and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the City's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the City, and (iii) the City has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) City has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate City's approved budget and/or appropriations for the

applicable period, then City will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The City's address is:

City of Laredo
1110 Houston St.
Laredo, TX 78040

The Local Government's address is:

P.O. Box 729
Hebbronville, TX 78361

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2019 and shall terminate on August 31, 2021.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the City shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The City may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local

Government. To obtain release based on force majeure, the Local Government shall file a written request with the City.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the City upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government will comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

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

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	Commission Documents – Legislation, Rules and Program Policy Statements

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

City of Laredo

By: _____

Printed Name: Rosario Camarillo-Cabello

Title: Interim Co-City Manager

Date: _____

Jim Hogg County

By: _____

Printed Name: Jorge Arellano

Title: Chief Appraiser

Date: _____

Attested:

By: _____

Printed Name: Jose A. Valdez Jr

Title: City Secretary

Date: _____

Approved:

By: _____

Printed Name: Kristina L. Hale

Title: City Attorney

Date: _____

Attachment A
Ownership Agreement

As stipulated in Article 3 of the Agreement, the City shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The City hereby establishes all 9-1-1 equipment located at 515 West Viggie Hebbronville, TX (Jim Hogg County Appraisal), in Jim Hogg County, to be the property of City of Laredo; hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

City of Laredo	**Jim Hogg County**
By: _____	By: _____
Printed Name: Rosario Camarillo-Cabello	Printed Name: Jorge Arellano
Title: Interim Co-City Manager	Title: Chief Appraiser
Date: _____	Date: _____

Attachment B

Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between _____ (City) and _____ (Local Government) dated _____, 20___, the City shall document all transfers of ownership of 9-1-1 equipment between the City and the Local Government.

Indicate the appropriate classification:

Transfer_____ Disposition_____ Lost_____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued…….

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by:_____

Title:_____

Date:_____

Comments:_____

Approved: _____Yes _____No

Proceeds, if any:_____

Approved by:_____

Title:_____
Comptroller

Date:_____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by:_____
Executive Director (or other appropriate title of agency head)

Date:_____

Attachment C
Scope of Work

The following activities are to be performed by the local government's database/addressing coordinators with assistance by the City's Database mapping specialist when necessary:

A) Master Street Address Guide (MSAG) Maintenance

The Local Government is responsible for the maintenance and content of its MSAG. As new street additions, street changes, and Emergency Service Zone (ESZ) changes occur within a Local Government's boundaries, the Local Government's 9-1-1 Database Coordinator is responsible for completing an MSAG transaction (*i.e.*, Change, Delete, Insert) and submitting the request to the Data Base Management System Provider (DBMSP). It is recommended that the Local Government's 9-1-1 Database Coordinator submit the MSAG transaction to the DBMSP within one (1) business day.

MSAG Maintenance includes, but is not limited to, the following:

1) Determine the Law Enforcement, Fire, and Emergency Medical Service (EMS) boundaries;
2) Establish Emergency Services Zones (ESZ);
3) Assign Emergency Service Numbers (ESN) in relation to designated Selective Router *(i.e.,* Tandem, Entity) and Exchange information;
4) Overlay Service Provider (SP) Exchange boundaries; and
5) Define street ranges separated at boundaries described above.

The following are required fields for submitting MSAG transactions:

1) Directional (If applicable)
2) Street Name
3) Low
4) High
5) Community
6) Odd/Even/Both (as applicable)
7) ESN
8) Exchange
9) Selective Router

Additional information or verification is required for the following types of MSAG transactions:

1. Inserts
    a) Verify that the MSAG entry does not already exist with a different spelling/abbreviation to ensure that no duplicate MSAG ranges are created.

2. Changes & Deletes

a) Splitting, shortening, expanding or deleting MSAG ranges requires the Local Government to obtain a listing of the telephone numbers (TN's) associate with the range to identify the TNs that may be impacted by the MSAG change/delete. Impacted TNs are those TNs that will fallout of the MSAG range due to a change/delete and result in an error (orphaned TN) if not correctly moved to a valid MSAG range after the MSAG change/delete is completed.
b) Impacted TNs may fallout of the MSAG range at the time of the MSAG range change/delete due to the type of MSAG work being done (*e.g.*, splitting ranges); however it is important that the TNs are correctly moved to the valid MSAG range when the MSAG work is completed.
c) Impacted TNs must first be removed from the MSAG ranges by providing or assigning a valid MSAG address and forwarding the address correction via the current approved address correction process to the DBMSP. The approved address correction process includes an escalation process for those TNs submitted to the DBMSP that are not corrected by the SP within the agreed timeframe.
d) Once impacted TNs are removed from the MSAG ranges, the ranges can be changed/deleted and the MSAG transaction can be completed.
e) Do not delete any MSAG ranges with TNs attached that will error and cause orphaned TNs.

3. Fictitious MSAG Ranges
    a) Fictitious MSAG ranges are distinguished by a specific set of criteria consisting of blank-blank, 0-0, 1-1 ranges. Fictitious MSAG ranges should be deleted from the 9-1-1 database and no new fictitious MSAG ranges should be created.
    b) The Local Government shall follow the steps in sections "2. Changes and Deletes" and "3. Suspended MSAG Transactions" in order to delete fictitious MSAG ranges.

4. Annexations & De-annexations
    a) The Local Government is responsible for providing advance notification to the DBMSP and all known SPs so they can prepare for the additional work volume.
    b) The Local Government is responsible for notifying all property owners of their new address.
    c) The local addressing authority is responsible for addressing (naming & numbering) within its boundaries and providing all readdressing to the Local Government's 9-1-1 Database Coordinator who in turn must supply the information to the DBMSP by the approved process.
    d) All MSAG ranges that will be annexed will need to be inserted before the MSAG ranges that are to be de-annexed can be worked.

e) The Local Government shall follow the steps in sections “2. Changes and Deletes” and “5. Suspended MSAG Transactions” in order to complete annexations & de-annexations.

5. Suspended MSAG Transactions
   If the DBMSP has questions or needs clarification on an MSAG transaction, the DBMSP may change the status of the MSAG transaction to “suspended” status which sends the MSAG transaction back to the Region. In those cases, the Region must respond back to the DBMSP via the DMI with an updated status and provide requested information.
   a) It is recommended that the Local Government’s 9-1-1 Database Coordinator respond to suspended MSAG transactions within one (1) business day.
   b) If an MSAG transaction is suspended due to TN fallout, it is acceptable to leave the transaction in suspended status until TN has been removed from the MSAG ranges according to the approved process as outlined above in “2. Changes and Deletes” subsection (c) at which time the Local Government’s 9-1-1 Database Coordinator may request that the MSAG ranges be deleted and the suspended transaction completed.

The Local Government shall review its’ MSAG a minimum of twice a year to verify and ensure that the MSAG is accurate and current. The following should be reviewed and verified when performing an MSAG review:

1) Assigned ESNs are valid
2) Street/Community spellings are correct
3) Street name standards consistently applied
4) Directionals are correct
5) Ranges are correct and there are no duplications
6) Selective Router information is valid
7) SP exchanges are valid and current
8) New streets/subdivisions are added

B) <u>Emergency Service Zone (ESZ) Boundaries</u>
The Local Government is responsible for the following ESZ maintenance activities:

1) Reviewing and mapping its’ 9-1-1 service boundaries for Law Enforcement, Fire, and EMS.
2) Obtaining ESNs from Selective Router provider(s) and assigning unique ESNs to each ESZ boundary within the Region.
3) Verifying the accuracy of the English Language Translations (ELT) for each specific ESN.
4) Updating ESZ boundaries, digital maps, and MSAG to reflect annexations and de-annexations.
5) Mediating any ESZ boundary disputes and 9-1-1 call routing issues

6) Obtaining a copy of their ELT from the DBMSP at least twice a year, to ensure the descriptions agree with the Local Government's ESN listings and
7) Reconciling all ESZ boundary activities against the MSAG.

C) TN Error Resolution

The Local Government is responsible for resolving TN errors within its' County. It is preferred that the Local Government resolves errors within one (1) business day of notification.

The following shall be determined by the Local Government's 9-1-1 Database Coordinator in order to resolve errors within their region:

1) Address is not within the MSAG range
    a) Verify the MSAG ranges to determine if ranges on MSAG need to be modified to resolve TN the error.
    b) Provide or assign a valid MSAG address for the customer with the TN error and forward the TN error correction to the DBMSP by submitting a TN CR via the DMI. All TN CRs remain in a referred to SP status until receipt of a valid SOI or until the SP has provided the requested information. The TN CR referral remains open until resolution is completed. If the TN CR referral is not resolved by the SP within seventy-two (72) hours of the initial referral, the 9-1-1 DBMSP refers the TN CR referral to the SP via the DMI four more times. The final TN CR referral changes the referral status to "non-compliant." Non-compliant TN CRs must be escalated by the Regions in accordance with PPS 035: Escalation of 9-1-1 Database Maintenance Issues.

2) Street not in MSAG file
    a) Verify that a MSAG range does not already exist with a different spelling, abbreviation, or community name.
    b) Submit an MSAG transaction to resolve the TN error and;
    c) Provide or assign a valid MSAG address for the customer with the TN error and forward the error correction to the DBMSP by submitting a TN CR via the DMI.

3) TN error caused by MSAG update
    a) Review the completed MSAG transaction that was submitted to determine the cause of the TN error that resulted from the MSAG update; and.
    b) Modify MSAG ranges to resolve the TN error.

To resolve TN errors, the following information must be provided when submitting TN CRs to the DBMSP:

1. TN in error.

2. Customer name as it appears on the TN error.
3. House Number, Direction, Street, Location, and Community as it appears on the TN error.
4. MSAG valid address with House Number, Direction, Street, Location, and Community information.
5. The Service Provider (SP) or carrier information on the TN error.

D) Automatic Location Information Discrepancy Reports (ALI DRs)

An ALI DR (a.k.a. 9-1-1B form) is used to collect information on 9-1-1 call errors resulting in No Record Founds (NRFs), incorrect Automatic Location Information (ALI), and Misroutes. Public Safety Answering Points (PSAP) are responsible for completing ALI DRs and submitting them to their Region. The ALI DR should be submitted to the Region within three (3) business days of the 9-1-1 call in error. For each 9-1-1 call in error, the PSAP shall obtain the following information in an ALI DR:

1. NRFs
   a) Date & time of Call
   b) TN (as displayed on 9-1-1 workstation)
   c) Customer name
   d) Class of Service (if available)
   e) Customer provided address information or jurisdiction information
   f) Any additional information which may assist in locating the customer.
   g) Call back number (CBN) & Pseudo Automatic Number Identification (pANI) if available for wireless and Voice over Internet Protocol (VoIP) using a dynamic ALI solution.

2. Incorrect ANI/ALI
   a) Date & time of Call
   b) TN (as displayed on 9-1-1 workstation)
   c) Customer provided corrected TN (if displayed ANI is incorrect)
   d) Customer name
   e) Class of Service (if available)
   f) Customer provided address information or jurisdiction information
   g) Call back number (CBN) & Pseudo Automatic Number Identification (pANI) if available for wireless and for VoIP using a dynamic ALI solution.
   h) Any additional information which may assist in locating the customer.

3. Misroutes
   a) Date and time of call;
   b) TN (as displayed on 9-1-1 workstation)
   c) Customer name
   d) Class of Service (if available)
   e) Customer provided address information or jurisdiction information (if displayed ALI is incorrect)

f) Call back number (CBN) & Pseudo Automatic Number Identification (PANI) if available for wireless and Voice over Internet Protocol (VoIP)
g) Any additional information which may assist in locating the customer.

A PSAP does not have to complete an ALI DR for 9-1-1 calls resulting in End Serving Central Office Failures, Anonymous 9-1-1 calls, 9-1-1 calls from non-service initialized wireless telecommunications connections or where voice service has been disconnected or discontinued, or Seizure Bids.

The Local Government's 9-1-1 Database Coordinator is responsible for reviewing each ALI DR it receives from a PSAP and submitting a completed ALI DR referral to the DBMSP via the DMI. The Region's 9-1-1 Database Coordinator should submit the ALI DR referral to the DBMSP within three (3) business days of receipt of the report from a PSAP.

Additional information or verification is required for the following types of 9-1-1 DRs:

1. NRFs
   a) The customer-provided address location information must be MSAG vaild before submitting the ALI DR to the DBMSP.

2. Incorrect ANI/ALI
   a) The "Displayed" address location information and customer-provided address location information must be provided on the DR.
   b) The customer provided address location information must be MSAG valid before submitting to the DBMSP. This requirement is not applicable for the wireless or for VoIP service using a dynamic ALI solution.
   c) The "Displayed" TN and customer provided TN must be provided on the DR.

3. Misroutes
   a) The "Incorrect" PSAP information and the "Correct" PSAP information must be provided on the DR.
   b) The "Displayed" address location information and customer provided address location information must be provided on the DR. Not applicable for wireless or for VoIP using a dynamic ALI solution.
   c) The ESN information must be verified to endure that the ESN assigned to the MSAG is correct. The ESN should be changed on the MSAG by requesting an MSAG change request through the DBMSP to correct the Misroute if applicable. A 9-1-1 DR should not be submitted to the DBMSP in this instance. ESN Verification is not applicable for wireless or for VoIP using a dynamic ALI solution.
   d) If the TN has misrouted from a different county, the County that receives the misroute must submit the DR and request that it be referred to the "appropriate" County via the DBMSP. Once referred to the "appropriate" County the DR may be completed. The "appropriate" County is then responsible for verifying the

information and submitting a DR with the corrected MSAG valid address, ESN information and any other information listed above to resolve the Misroute.

All non-suspended ALI DRs remain in a referred to SP status until receipt of a valid SOI or until the SP has provided the requested information. The ALI DR referral remains open until resolution is completed. If the ALI DR referral is not resolved by the SP within seventy-two (72) hours of the initial referral, the 9-1-1 DBMSP refers the ALI DR referral to the SP via the DMI four (4) more times. The final ALI DR referral changes the referral status to "non-compliant." Non-compliant ALI DRs must be escalated by the Regions in accordance with PPS 035: *Escalation of 9-1-1 Database Maintenance Issues*.
For ALI DR referrals to either wireless or VoIP SPs using a dynamic ALI solution, it is the responsibility of the Regions to notify the DBMSP when the ALI DR referral is resolved and the ALI DR can be closed.

E. Suspended TN CRs and ALI DRs

If the DBMSP or SP has questions or needs clarification on a TN CR or ALI DR, the DBMSP may change the status of the TN CR or ALI DR to "suspended" which sends the TN CR or ALI DR back to the Region.

1. It is recommended that the Region respond to the DBMSP regarding suspended TN CRs and ALI DRs within one (1) business day.
2. Suspended TN CRs and ALI DRs remain suspended until the Region responds back to the DBMSP via the DMI with an updated status and provides the requested information.
3. TN CRs and ALI DRs with an updated status are reviewed by the DBMSP and referred back to the SP with the information provided by the Regions. The TN CR or ALI DR process is re-initiated and the status changes to "referred to SP."

F. Number Plan Area (NPA) Splits and Overlays

Regions are responsible for the following:

1. Notifying the affected PSAPs of the NPA Split;
2. Updating mapping database with new information;
3. Updating network diagrams and internal documents affected by the NPA Split;
4. Requesting that the PSAP report any abnormalities with the displayed Automatic Number Information or errors that may result from the NPA Split; and
5. Staying involved and aware of what is occurring as the SP and DBMSP work through, and complete the NPA Split.

G. Selective Router Rehoming

Regions are responsible for the following:

1. Conducting conference calls with the Region, DBMSP, current and proposed Selective Router provider, and SPs including wireless and VoIP SPs that have connectivity to the Selective Router to discuss the steps and work involved;
2. Notifying the affected PSAPs of the Selective Router rehome;
3. Approving and ordering trunks from the new Selective Router to each affected PSAP;
4. Working with PSAP Customer Premises Equipment (CPE) vendors to ensure that the CPE at each PSAP can accommodate double trunking until the rehome is complete;
5. Working with the DBMSP to verify and consolidate all affected ESNs in preparation for the rehome;
6. Working with the DBMSP and new Selective Router provider to obtain new ESNs for each affected PSAP to replace the ESNs on the old tandem;
7. Working with the DBMSP and the new Selective Router provider to prepare a “From and To” ESN list that will serve as a guide for the database conversion;
8. Working with the PSAP CPE providers and new Selective Router provider to assign and install new transfer codes at each affected PSAP;
9. Making MSAG range modifications to the ESN and tandem;
10. Approving the MSAG load file proposed by the database provider in accordance with the “From and To” ESN list;
11. Working with and supporting the affected PSAPs in preparation for testing;
12. Participating on the Go/No Go conference call;
13. Monitoring and reporting any abnormalities or errors that may result from the Selective Router rehome;
14. Working with the affected PSAPs to prepare a coordinated and comprehensive testing plan that includes multiple test calls from each NPA-NXX and to every new ESN. The test plan should include testing of wireless and VoIP 9-1-1 calls;
15. Executing and documenting the test plan on the day of the rehome until the rehome is completed;
16. Issuing disconnect orders for PSAP trunks from the old Selective Router once the rehome is complete; and
17. Changing Network diagrams to reflect the rehome.

H. Geographic Information Systems (GIS)

The State of Texas 9-1-1 Commission on State Emergency Communication (CSEC) has put forth new Next Generation (NG) 9-1-1 Geographic Information Systems (GIS) Standards that will take effect in FY2017. The former position of Addressing Coordinator has evolved into Database Coordinator, a technical role that requires individuals at each region to the following:

1. Update and maintain MSAGs, ALI Database, Address Points, updates to Geocentric Database and assist the 9-1-1 Mapping and Database Specialist with the Enterprise Geospatial Database Services (EGDMS) Monthly Uploads.
2. Attend two (2) Mandatory Trainings per quarter as instructed by the City of Laredo.
3. Communicate with local addressing authorities, such as Planning Departments, Appraisal Districts, the U.S. Postal Service, etc.

Attachment D
PSAP Operations Performance Measures and Monitoring

City personnel will conduct site visits at least 4 per year to evaluate compliance with this Agreement.

Reports

The City may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Regional Strategic Plan for FY2020-2021
Contract between CSEC, STDC and the City of Laredo

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per _____;
2. List of service affecting issues once per _____;
3. Certification of TTY/TDD testing once per _____; and
4. TTY/TDD call logs.

[Include logs necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

Quality Assurance Inspections

City personnel will conduct site visits at least (4) per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E
Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the City:

1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules_legislation

2. Commission Rules: http://www.911.state.tx.us/browse.php/rules_legislation

3. Commission Program Policy Statements: http://www.911.state.tx.us/browse.php/program_policy_statements

INTERLOCAL AGREEMENT FOR E9-1-1 AUTOMATIC LOCATION IDENTIFICATION MAINTENANCE SERVICES

Article 1: Parties & Purpose

1.1 The **City of Laredo (City)** as Administrator for the South Texas Development Council (STDC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The City has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 19 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **Starr County (Local Government)** is a local government that has agreed to participate in implementing enhanced 9-1-1 services in the Region in accordance with the City's Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the City requires the City to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the City (9-1-1 Funds) and adherence to Applicable Law.

1.5 Automatic Location Identification (ALI) maintenance is a critical component of 9-1-1 service and ensures the timely delivery of accurate 9-1-1 information and location data to the correct public safety answering point. This Agreement between the City and Local Government sets forth the requirements for ALI maintenance.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS], Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against The State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption

unless the City finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The City shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to perform the activities related to maintaining location information used in the City's 9-1-1 Database as specified in the Scope of Work attached hereto.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The City and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The City shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The City may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the City and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by the City and proof of insurance shall be provided upon request.

3.2.6 The City and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The City shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the City as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the City of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the City;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the City;

3.6.3 Coordinate with the City and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

Article 4: Performance Monitoring

4.1 The City and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the City and/or the Commission for such purposes.

Article 5: Procurement

5.1 The City and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The City shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The City will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The City may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the City and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the City and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the City, unless an alternative repayment plan is approved by the City and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as presecribed by the City's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the City's current approved Strategic Plan;

7.2 The City or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the City.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The City and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the City's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the City, and (iii) the City has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) City has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate City's approved budget and/or appropriations for the

applicable period, then City will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The City's address is:

City of Laredo
1110 Houston St.
Laredo, TX 78040

The Local Government's address is:

401 N. Britton Avenue
Rio Grande City, TX 78582

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2019 and shall terminate on August 31, 2021.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the City shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The City may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local

Government. To obtain release based on force majeure, the Local Government shall file a written request with the City.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the City upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government will comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

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

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	Commission Documents – Legislation, Rules and Program Policy Statements

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

City of Laredo

By: _____

Printed Name: Rosario Camarillo-Cabello

Title: Interim Co-City Manager

Date: _____

Starr County

By: _____

Printed Name: Eloy Vera

Title: Starr County Judge

Date: _____

Attested:

By: _____

Printed Name: Jose A. Valdez Jr

Title: City Secretary

Date: _____

Approved:

By: _____

Printed Name: Kristina L. Hale

Title: City Attorney

Date: _____

Attachment A
Ownership Agreement

As stipulated in Article 3 of the Agreement, the City shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The City hereby establishes all 9-1-1 equipment located at 100 N FM 3167 Suite 207, Rio Grande City, TX (Starr County Planning), in Starr County, to be the property of City of Laredo; hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

City of Laredo	**Starr County**
By: _____	By: _____
Printed Name: Rosario Camarillo-Cabello	Printed Name: Eloy Vera
Title: Interim Co-City Manager	Title: Starr County Judge
Date: _____	Date: _____

Attachment B

Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between _____ (City) and _____ (Local Government) dated _____, 20___, the City shall document all transfers of ownership of 9-1-1 equipment between the City and the Local Government.

Indicate the appropriate classification:

Transfer_____ Disposition_____ Lost_____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued…….

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by:_____

Title:_____

Date:_____

Comments:_____

Approved: _____Yes _____No

Proceeds, if any:_____

Approved by:_____

Title:_____
Comptroller

Date:_____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by:_____
Executive Director (or other appropriate title of agency head)

Date:_____

Attachment C
Scope of Work

The following activities are to be performed by the local government's database/addressing coordinators with assistance by the City's Database mapping specialist when necessary:

A) Master Street Address Guide (MSAG) Maintenance

The Local Government is responsible for the maintenance and content of its MSAG. As new street additions, street changes, and Emergency Service Zone (ESZ) changes occur within a Local Government's boundaries, the Local Government's 9-1-1 Database Coordinator is responsible for completing an MSAG transaction (*i.e.*, Change, Delete, Insert) and submitting the request to the Data Base Management System Provider (DBMSP). It is recommended that the Local Government's 9-1-1 Database Coordinator submit the MSAG transaction to the DBMSP within one (1) business day.

MSAG Maintenance includes, but is not limited to, the following:

1) Determine the Law Enforcement, Fire, and Emergency Medical Service (EMS) boundaries;
2) Establish Emergency Services Zones (ESZ);
3) Assign Emergency Service Numbers (ESN) in relation to designated Selective Router *(i.e.,* Tandem, Entity) and Exchange information;
4) Overlay Service Provider (SP) Exchange boundaries; and
5) Define street ranges separated at boundaries described above.

The following are required fields for submitting MSAG transactions:

1) Directional (If applicable)
2) Street Name
3) Low
4) High
5) Community
6) Odd/Even/Both (as applicable)
7) ESN
8) Exchange
9) Selective Router

Additional information or verification is required for the following types of MSAG transactions:

1. Inserts
    a) Verify that the MSAG entry does not already exist with a different spelling/abbreviation to ensure that no duplicate MSAG ranges are created.

2. Changes & Deletes

a) Splitting, shortening, expanding or deleting MSAG ranges requires the Local Government to obtain a listing of the telephone numbers (TN's) associate with the range to identify the TNs that may be impacted by the MSAG change/delete. Impacted TNs are those TNs that will fallout of the MSAG range due to a change/delete and result in an error (orphaned TN) if not correctly moved to a valid MSAG range after the MSAG change/delete is completed.
b) Impacted TNs may fallout of the MSAG range at the time of the MSAG range change/delete due to the type of MSAG work being done (*e.g.*, splitting ranges); however it is important that the TNs are correctly moved to the valid MSAG range when the MSAG work is completed.
c) Impacted TNs must first be removed from the MSAG ranges by providing or assigning a valid MSAG address and forwarding the address correction via the current approved address correction process to the DBMSP. The approved address correction process includes an escalation process for those TNs submitted to the DBMSP that are not corrected by the SP within the agreed timeframe.
d) Once impacted TNs are removed from the MSAG ranges, the ranges can be changed/deleted and the MSAG transaction can be completed.
e) Do not delete any MSAG ranges with TNs attached that will error and cause orphaned TNs.

3. Fictitious MSAG Ranges
    a) Fictitious MSAG ranges are distinguished by a specific set of criteria consisting of blank-blank, 0-0, 1-1 ranges. Fictitious MSAG ranges should be deleted from the 9-1-1 database and no new fictitious MSAG ranges should be created.
    b) The Local Government shall follow the steps in sections "2. Changes and Deletes" and "3. Suspended MSAG Transactions" in order to delete fictitious MSAG ranges.

4. Annexations & De-annexations
    a) The Local Government is responsible for providing advance notification to the DBMSP and all known SPs so they can prepare for the additional work volume.
    b) The Local Government is responsible for notifying all property owners of their new address.
    c) The local addressing authority is responsible for addressing (naming & numbering) within its boundaries and providing all readdressing to the Local Government's 9-1-1 Database Coordinator who in turn must supply the information to the DBMSP by the approved process.
    d) All MSAG ranges that will be annexed will need to be inserted before the MSAG ranges that are to be de-annexed can be worked.

e) The Local Government shall follow the steps in sections “2. Changes and Deletes” and “5. Suspended MSAG Transactions” in order to complete annexations & de-annexations.

5. Suspended MSAG Transactions
   If the DBMSP has questions or needs clarification on an MSAG transaction, the DBMSP may change the status of the MSAG transaction to “suspended” status which sends the MSAG transaction back to the Region. In those cases, the Region must respond back to the DBMSP via the DMI with an updated status and provide requested information.
   a) It is recommended that the Local Government’s 9-1-1 Database Coordinator respond to suspended MSAG transactions within one (1) business day.
   b) If an MSAG transaction is suspended due to TN fallout, it is acceptable to leave the transaction in suspended status until TN has been removed from the MSAG ranges according to the approved process as outlined above in “2. Changes and Deletes” subsection (c) at which time the Local Government’s 9-1-1 Database Coordinator may request that the MSAG ranges be deleted and the suspended transaction completed.

The Local Government shall review its’ MSAG a minimum of twice a year to verify and ensure that the MSAG is accurate and current. The following should be reviewed and verified when performing an MSAG review:

1) Assigned ESNs are valid
2) Street/Community spellings are correct
3) Street name standards consistently applied
4) Directionals are correct
5) Ranges are correct and there are no duplications
6) Selective Router information is valid
7) SP exchanges are valid and current
8) New streets/subdivisions are added

B) <u>Emergency Service Zone (ESZ) Boundaries</u>
The Local Government is responsible for the following ESZ maintenance activities:

1) Reviewing and mapping its’ 9-1-1 service boundaries for Law Enforcement, Fire, and EMS.
2) Obtaining ESNs from Selective Router provider(s) and assigning unique ESNs to each ESZ boundary within the Region.
3) Verifying the accuracy of the English Language Translations (ELT) for each specific ESN.
4) Updating ESZ boundaries, digital maps, and MSAG to reflect annexations and de-annexations.
5) Mediating any ESZ boundary disputes and 9-1-1 call routing issues

6) Obtaining a copy of their ELT from the DBMSP at least twice a year, to ensure the descriptions agree with the Local Government's ESN listings and
7) Reconciling all ESZ boundary activities against the MSAG.

C) TN Error Resolution

The Local Government is responsible for resolving TN errors within its' County. It is preferred that the Local Government resolves errors within one (1) business day of notification.

The following shall be determined by the Local Government's 9-1-1 Database Coordinator in order to resolve errors within their region:

1) Address is not within the MSAG range
    a) Verify the MSAG ranges to determine if ranges on MSAG need to be modified to resolve TN the error.
    b) Provide or assign a valid MSAG address for the customer with the TN error and forward the TN error correction to the DBMSP by submitting a TN CR via the DMI. All TN CRs remain in a referred to SP status until receipt of a valid SOI or until the SP has provided the requested information. The TN CR referral remains open until resolution is completed. If the TN CR referral is not resolved by the SP within seventy-two (72) hours of the initial referral, the 9-1-1 DBMSP refers the TN CR referral to the SP via the DMI four more times. The final TN CR referral changes the referral status to "non-compliant." Non-compliant TN CRs must be escalated by the Regions in accordance with PPS 035: Escalation of 9-1-1 Database Maintenance Issues.

2) Street not in MSAG file
    a) Verify that a MSAG range does not already exist with a different spelling, abbreviation, or community name.
    b) Submit an MSAG transaction to resolve the TN error and;
    c) Provide or assign a valid MSAG address for the customer with the TN error and forward the error correction to the DBMSP by submitting a TN CR via the DMI.

3) TN error caused by MSAG update
    a) Review the completed MSAG transaction that was submitted to determine the cause of the TN error that resulted from the MSAG update; and.
    b) Modify MSAG ranges to resolve the TN error.

To resolve TN errors, the following information must be provided when submitting TN CRs to the DBMSP:

1. TN in error.

2. Customer name as it appears on the TN error.
3. House Number, Direction, Street, Location, and Community as it appears on the TN error.
4. MSAG valid address with House Number, Direction, Street, Location, and Community information.
5. The Service Provider (SP) or carrier information on the TN error.

D) Automatic Location Information Discrepancy Reports (ALI DRs)

An ALI DR (a.k.a. 9-1-1B form) is used to collect information on 9-1-1 call errors resulting in No Record Founds (NRFs), incorrect Automatic Location Information (ALI), and Misroutes. Public Safety Answering Points (PSAP) are responsible for completing ALI DRs and submitting them to their Region. The ALI DR should be submitted to the Region within three (3) business days of the 9-1-1 call in error. For each 9-1-1 call in error, the PSAP shall obtain the following information in an ALI DR:

1. NRFs
   a) Date & time of Call
   b) TN (as displayed on 9-1-1 workstation)
   c) Customer name
   d) Class of Service (if available)
   e) Customer provided address information or jurisdiction information
   f) Any additional information which may assist in locating the customer.
   g) Call back number (CBN) & Pseudo Automatic Number Identification (pANI) if available for wireless and Voice over Internet Protocol (VoIP) using a dynamic ALI solution.

2. Incorrect ANI/ALI
   a) Date & time of Call
   b) TN (as displayed on 9-1-1 workstation)
   c) Customer provided corrected TN (if displayed ANI is incorrect)
   d) Customer name
   e) Class of Service (if available)
   f) Customer provided address information or jurisdiction information
   g) Call back number (CBN) & Pseudo Automatic Number Identification (pANI) if available for wireless and for VoIP using a dynamic ALI solution.
   h) Any additional information which may assist in locating the customer.

3. Misroutes
   a) Date and time of call;
   b) TN (as displayed on 9-1-1 workstation)
   c) Customer name
   d) Class of Service (if available)
   e) Customer provided address information or jurisdiction information (if displayed ALI is incorrect)

f) Call back number (CBN) & Pseudo Automatic Number Identification (PANI) if available for wireless and Voice over Internet Protocol (VoIP)
g) Any additional information which may assist in locating the customer.

A PSAP does not have to complete an ALI DR for 9-1-1 calls resulting in End Serving Central Office Failures, Anonymous 9-1-1 calls, 9-1-1 calls from non-service initialized wireless telecommunications connections or where voice service has been disconnected or discontinued, or Seizure Bids.

The Local Government's 9-1-1 Database Coordinator is responsible for reviewing each ALI DR it receives from a PSAP and submitting a completed ALI DR referral to the DBMSP via the DMI. The Region's 9-1-1 Database Coordinator should submit the ALI DR referral to the DBMSP within three (3) business days of receipt of the report from a PSAP.

Additional information or verification is required for the following types of 9-1-1 DRs:

1. NRFs
   a) The customer-provided address location information must be MSAG vaild before submitting the ALI DR to the DBMSP.

2. Incorrect ANI/ALI
   a) The "Displayed" address location information and customer-provided address location information must be provided on the DR.
   b) The customer provided address location information must be MSAG valid before submitting to the DBMSP. This requirement is not applicable for the wireless or for VoIP service using a dynamic ALI solution.
   c) The "Displayed" TN and customer provided TN must be provided on the DR.

3. Misroutes
   a) The "Incorrect" PSAP information and the "Correct" PSAP information must be provided on the DR.
   b) The "Displayed" address location information and customer provided address location information must be provided on the DR. Not applicable for wireless or for VoIP using a dynamic ALI solution.
   c) The ESN information must be verified to endure that the ESN assigned to the MSAG is correct. The ESN should be changed on the MSAG by requesting an MSAG change request through the DBMSP to correct the Misroute if applicable. A 9-1-1 DR should not be submitted to the DBMSP in this instance. ESN Verification is not applicable for wireless or for VoIP using a dynamic ALI solution.
   d) If the TN has misrouted from a different county, the County that receives the misroute must submit the DR and request that it be referred to the "appropriate" County via the DBMSP. Once referred to the "appropriate" County the DR may be completed. The "appropriate" County is then responsible for verifying the

information and submitting a DR with the corrected MSAG valid address, ESN information and any other information listed above to resolve the Misroute.

All non-suspended ALI DRs remain in a referred to SP status until receipt of a valid SOI or until the SP has provided the requested information. The ALI DR referral remains open until resolution is completed. If the ALI DR referral is not resolved by the SP within seventy-two (72) hours of the initial referral, the 9-1-1 DBMSP refers the ALI DR referral to the SP via the DMI four (4) more times. The final ALI DR referral changes the referral status to "non-compliant." Non-compliant ALI DRs must be escalated by the Regions in accordance with PPS 035: *Escalation of 9-1-1 Database Maintenance Issues*.
For ALI DR referrals to either wireless or VoIP SPs using a dynamic ALI solution, it is the responsibility of the Regions to notify the DBMSP when the ALI DR referral is resolved and the ALI DR can be closed.

E. Suspended TN CRs and ALI DRs

If the DBMSP or SP has questions or needs clarification on a TN CR or ALI DR, the DBMSP may change the status of the TN CR or ALI DR to "suspended" which sends the TN CR or ALI DR back to the Region.

1. It is recommended that the Region respond to the DBMSP regarding suspended TN CRs and ALI DRs within one (1) business day.
2. Suspended TN CRs and ALI DRs remain suspended until the Region responds back to the DBMSP via the DMI with an updated status and provides the requested information.
3. TN CRs and ALI DRs with an updated status are reviewed by the DBMSP and referred back to the SP with the information provided by the Regions. The TN CR or ALI DR process is re-initiated and the status changes to "referred to SP."

F. Number Plan Area (NPA) Splits and Overlays

Regions are responsible for the following:

1. Notifying the affected PSAPs of the NPA Split;
2. Updating mapping database with new information;
3. Updating network diagrams and internal documents affected by the NPA Split;
4. Requesting that the PSAP report any abnormalities with the displayed Automatic Number Information or errors that may result from the NPA Split; and
5. Staying involved and aware of what is occurring as the SP and DBMSP work through, and complete the NPA Split.

G. Selective Router Rehoming

Regions are responsible for the following:

1. Conducting conference calls with the Region, DBMSP, current and proposed Selective Router provider, and SPs including wireless and VoIP SPs that have connectivity to the Selective Router to discuss the steps and work involved;
2. Notifying the affected PSAPs of the Selective Router rehome;
3. Approving and ordering trunks from the new Selective Router to each affected PSAP;
4. Working with PSAP Customer Premises Equipment (CPE) vendors to ensure that the CPE at each PSAP can accommodate double trunking until the rehome is complete;
5. Working with the DBMSP to verify and consolidate all affected ESNs in preparation for the rehome;
6. Working with the DBMSP and new Selective Router provider to obtain new ESNs for each affected PSAP to replace the ESNs on the old tandem;
7. Working with the DBMSP and the new Selective Router provider to prepare a “From and To” ESN list that will serve as a guide for the database conversion;
8. Working with the PSAP CPE providers and new Selective Router provider to assign and install new transfer codes at each affected PSAP;
9. Making MSAG range modifications to the ESN and tandem;
10. Approving the MSAG load file proposed by the database provider in accordance with the “From and To” ESN list;
11. Working with and supporting the affected PSAPs in preparation for testing;
12. Participating on the Go/No Go conference call;
13. Monitoring and reporting any abnormalities or errors that may result from the Selective Router rehome;
14. Working with the affected PSAPs to prepare a coordinated and comprehensive testing plan that includes multiple test calls from each NPA-NXX and to every new ESN. The test plan should include testing of wireless and VoIP 9-1-1 calls;
15. Executing and documenting the test plan on the day of the rehome until the rehome is completed;
16. Issuing disconnect orders for PSAP trunks from the old Selective Router once the rehome is complete; and
17. Changing Network diagrams to reflect the rehome.

H. Geographic Information Systems (GIS)

The State of Texas 9-1-1 Commission on State Emergency Communication (CSEC) has put forth new Next Generation (NG) 9-1-1 Geographic Information Systems (GIS) Standards that will take effect in FY2017. The former position of Addressing Coordinator has evolved into Database Coordinator, a technical role that requires individuals at each region to the following:

1. Update and maintain MSAGs, ALI Database, Address Points, updates to Geocentric Database and assist the 9-1-1 Mapping and Database Specialist with the Enterprise Geospatial Database Services (EGDMS) Monthly Uploads.
2. Attend two (2) Mandatory Trainings per quarter as instructed by the City of Laredo.
3. Communicate with local addressing authorities, such as Planning Departments, Appraisal Districts, the U.S. Postal Service, etc.

Attachment D
PSAP Operations Performance Measures and Monitoring

City personnel will conduct site visits at least 4 per year to evaluate compliance with this Agreement.

Reports

The City may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Regional Strategic Plan for FY2020-2021
Contract between CSEC, STDC and the City of Laredo

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per _____;
2. List of service affecting issues once per _____;
3. Certification of TTY/TDD testing once per _____; and
4. TTY/TDD call logs.

[Include logs necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

Quality Assurance Inspections

City personnel will conduct site visits at least (4) per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E
Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the City:

1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules_legislation

2. Commission Rules: http://www.911.state.tx.us/browse.php/rules_legislation

3. Commission Program Policy Statements: http://www.911.state.tx.us/browse.php/program_policy_statements

INTERLOCAL AGREEMENT FOR E9-1-1 AUTOMATIC LOCATION IDENTIFICATION MAINTENANCE SERVICES

Article 1: Parties & Purpose

1.1 The **City of Laredo (City)** as Administrator for the South Texas Development Council (STDC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The City has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 19 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **Zapata County (Local Government)** is a local government that has agreed to participate in implementing enhanced 9-1-1 services in the Region in accordance with the City's Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the City requires the City to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the City (9-1-1 Funds) and adherence to Applicable Law.

1.5 Automatic Location Identification (ALI) maintenance is a critical component of 9-1-1 service and ensures the timely delivery of accurate 9-1-1 information and location data to the correct public safety answering point. This Agreement between the City and Local Government sets forth the requirements for ALI maintenance.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS], Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against The State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption

unless the City finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The City shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to perform the activities related to maintaining location information used in the City's 9-1-1 Database as specified in the Scope of Work attached hereto.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The City and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The City shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The City may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the City and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by the City and proof of insurance shall be provided upon request.

3.2.6 The City and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The City shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the City as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the City of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the City;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the City;

3.6.3 Coordinate with the City and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

Article 4: Performance Monitoring

4.1 The City and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the City and/or the Commission for such purposes.

Article 5: Procurement

5.1 The City and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The City shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The City will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The City may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the City and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the City and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the City, unless an alternative repayment plan is approved by the City and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as presecribed by the City's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the City's current approved Strategic Plan;

7.2 The City or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the City.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The City and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the City's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the City, and (iii) the City has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) City has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate City's approved budget and/or appropriations for the

applicable period, then City will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The City's address is:

City of Laredo
1110 Houston St.
Laredo, TX 78040

The Local Government's address is:

200 E. 7th Avenue
Zapata, TX 78076

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2019 and shall terminate on August 31, 2021.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the City shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The City may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local

Government. To obtain release based on force majeure, the Local Government shall file a written request with the City.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the City upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government will comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

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

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	Commission Documents – Legislation, Rules and Program Policy Statements

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

City of Laredo

By: _____

Printed Name: Rosario Camarillo-Cabello

Title: Interim Co-City Manager

Date: _____

Zapata County

By: _____

Printed Name: Amada Gonzalez

Title: Chief Appraiser

Date: _____

Attested:

By: _____

Printed Name: Jose A. Valdez Jr

Title: City Secretary

Date: _____

Approved:

By: _____

Printed Name: Kristina L. Hale

Title: City Attorney

Date: _____

Attachment A
Ownership Agreement

As stipulated in Article 3 of the Agreement, the City shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The City hereby establishes all 9-1-1 equipment located at 200 E. 7th St Building B Suite 240 Zapata, TX (Zapata County Appraisal), in Zapata County, to be the property of City of Laredo; hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

City of Laredo	**Zapata County**
By: _____	By: _____
Printed Name: Rosario Camarillo-Cabello	Printed Name: Amada Gonzalez
Title: Interim Co-City Manager	Title: Chief Appraiser
Date: _____	Date: _____

Attachment B

Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between _____ (City) and _____ (Local Government) dated _____, 20___, the City shall document all transfers of ownership of 9-1-1 equipment between the City and the Local Government.

Indicate the appropriate classification:

Transfer_____ Disposition_____ Lost_____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued…….

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by:_____

Title:_____

Date:_____

Comments:_____

Approved: _____Yes _____No

Proceeds, if any:_____

Approved by:_____

Title:_____
Comptroller

Date:_____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by:_____
Executive Director (or other appropriate title of agency head)

Date:_____

Attachment C
Scope of Work

The following activities are to be performed by the local government's database/addressing coordinators with assistance by the City's Database mapping specialist when necessary:

A) Master Street Address Guide (MSAG) Maintenance

The Local Government is responsible for the maintenance and content of its MSAG. As new street additions, street changes, and Emergency Service Zone (ESZ) changes occur within a Local Government's boundaries, the Local Government's 9-1-1 Database Coordinator is responsible for completing an MSAG transaction (*i.e.*, Change, Delete, Insert) and submitting the request to the Data Base Management System Provider (DBMSP). It is recommended that the Local Government's 9-1-1 Database Coordinator submit the MSAG transaction to the DBMSP within one (1) business day.

MSAG Maintenance includes, but is not limited to, the following:

1) Determine the Law Enforcement, Fire, and Emergency Medical Service (EMS) boundaries;
2) Establish Emergency Services Zones (ESZ);
3) Assign Emergency Service Numbers (ESN) in relation to designated Selective Router *(i.e.,* Tandem, Entity) and Exchange information;
4) Overlay Service Provider (SP) Exchange boundaries; and
5) Define street ranges separated at boundaries described above.

The following are required fields for submitting MSAG transactions:

1) Directional (If applicable)
2) Street Name
3) Low
4) High
5) Community
6) Odd/Even/Both (as applicable)
7) ESN
8) Exchange
9) Selective Router

Additional information or verification is required for the following types of MSAG transactions:

1. Inserts
    a) Verify that the MSAG entry does not already exist with a different spelling/abbreviation to ensure that no duplicate MSAG ranges are created.

2. Changes & Deletes

a) Splitting, shortening, expanding or deleting MSAG ranges requires the Local Government to obtain a listing of the telephone numbers (TN's) associate with the range to identify the TNs that may be impacted by the MSAG change/delete. Impacted TNs are those TNs that will fallout of the MSAG range due to a change/delete and result in an error (orphaned TN) if not correctly moved to a valid MSAG range after the MSAG change/delete is completed.
b) Impacted TNs may fallout of the MSAG range at the time of the MSAG range change/delete due to the type of MSAG work being done (*e.g.*, splitting ranges); however it is important that the TNs are correctly moved to the valid MSAG range when the MSAG work is completed.
c) Impacted TNs must first be removed from the MSAG ranges by providing or assigning a valid MSAG address and forwarding the address correction via the current approved address correction process to the DBMSP. The approved address correction process includes an escalation process for those TNs submitted to the DBMSP that are not corrected by the SP within the agreed timeframe.
d) Once impacted TNs are removed from the MSAG ranges, the ranges can be changed/deleted and the MSAG transaction can be completed.
e) Do not delete any MSAG ranges with TNs attached that will error and cause orphaned TNs.

3. Fictitious MSAG Ranges
    a) Fictitious MSAG ranges are distinguished by a specific set of criteria consisting of blank-blank, 0-0, 1-1 ranges. Fictitious MSAG ranges should be deleted from the 9-1-1 database and no new fictitious MSAG ranges should be created.
    b) The Local Government shall follow the steps in sections "2. Changes and Deletes" and "3. Suspended MSAG Transactions" in order to delete fictitious MSAG ranges.

4. Annexations & De-annexations
    a) The Local Government is responsible for providing advance notification to the DBMSP and all known SPs so they can prepare for the additional work volume.
    b) The Local Government is responsible for notifying all property owners of their new address.
    c) The local addressing authority is responsible for addressing (naming & numbering) within its boundaries and providing all readdressing to the Local Government's 9-1-1 Database Coordinator who in turn must supply the information to the DBMSP by the approved process.
    d) All MSAG ranges that will be annexed will need to be inserted before the MSAG ranges that are to be de-annexed can be worked.

e) The Local Government shall follow the steps in sections “2. Changes and Deletes” and “5. Suspended MSAG Transactions” in order to complete annexations & de-annexations.

5. Suspended MSAG Transactions
   If the DBMSP has questions or needs clarification on an MSAG transaction, the DBMSP may change the status of the MSAG transaction to “suspended” status which sends the MSAG transaction back to the Region. In those cases, the Region must respond back to the DBMSP via the DMI with an updated status and provide requested information.
   a) It is recommended that the Local Government’s 9-1-1 Database Coordinator respond to suspended MSAG transactions within one (1) business day.
   b) If an MSAG transaction is suspended due to TN fallout, it is acceptable to leave the transaction in suspended status until TN has been removed from the MSAG ranges according to the approved process as outlined above in “2. Changes and Deletes” subsection (c) at which time the Local Government’s 9-1-1 Database Coordinator may request that the MSAG ranges be deleted and the suspended transaction completed.

The Local Government shall review its’ MSAG a minimum of twice a year to verify and ensure that the MSAG is accurate and current. The following should be reviewed and verified when performing an MSAG review:

1) Assigned ESNs are valid
2) Street/Community spellings are correct
3) Street name standards consistently applied
4) Directionals are correct
5) Ranges are correct and there are no duplications
6) Selective Router information is valid
7) SP exchanges are valid and current
8) New streets/subdivisions are added

B) <u>Emergency Service Zone (ESZ) Boundaries</u>
The Local Government is responsible for the following ESZ maintenance activities:

1) Reviewing and mapping its’ 9-1-1 service boundaries for Law Enforcement, Fire, and EMS.
2) Obtaining ESNs from Selective Router provider(s) and assigning unique ESNs to each ESZ boundary within the Region.
3) Verifying the accuracy of the English Language Translations (ELT) for each specific ESN.
4) Updating ESZ boundaries, digital maps, and MSAG to reflect annexations and de-annexations.
5) Mediating any ESZ boundary disputes and 9-1-1 call routing issues

6) Obtaining a copy of their ELT from the DBMSP at least twice a year, to ensure the descriptions agree with the Local Government's ESN listings and
7) Reconciling all ESZ boundary activities against the MSAG.

C) TN Error Resolution

The Local Government is responsible for resolving TN errors within its' County. It is preferred that the Local Government resolves errors within one (1) business day of notification.

The following shall be determined by the Local Government's 9-1-1 Database Coordinator in order to resolve errors within their region:

1) Address is not within the MSAG range
    a) Verify the MSAG ranges to determine if ranges on MSAG need to be modified to resolve TN the error.
    b) Provide or assign a valid MSAG address for the customer with the TN error and forward the TN error correction to the DBMSP by submitting a TN CR via the DMI. All TN CRs remain in a referred to SP status until receipt of a valid SOI or until the SP has provided the requested information. The TN CR referral remains open until resolution is completed. If the TN CR referral is not resolved by the SP within seventy-two (72) hours of the initial referral, the 9-1-1 DBMSP refers the TN CR referral to the SP via the DMI four more times. The final TN CR referral changes the referral status to "non-compliant." Non-compliant TN CRs must be escalated by the Regions in accordance with PPS 035: Escalation of 9-1-1 Database Maintenance Issues.

2) Street not in MSAG file
    a) Verify that a MSAG range does not already exist with a different spelling, abbreviation, or community name.
    b) Submit an MSAG transaction to resolve the TN error and;
    c) Provide or assign a valid MSAG address for the customer with the TN error and forward the error correction to the DBMSP by submitting a TN CR via the DMI.

3) TN error caused by MSAG update
    a) Review the completed MSAG transaction that was submitted to determine the cause of the TN error that resulted from the MSAG update; and.
    b) Modify MSAG ranges to resolve the TN error.

To resolve TN errors, the following information must be provided when submitting TN CRs to the DBMSP:

1. TN in error.

2. Customer name as it appears on the TN error.
3. House Number, Direction, Street, Location, and Community as it appears on the TN error.
4. MSAG valid address with House Number, Direction, Street, Location, and Community information.
5. The Service Provider (SP) or carrier information on the TN error.

D) Automatic Location Information Discrepancy Reports (ALI DRs)

An ALI DR (a.k.a. 9-1-1B form) is used to collect information on 9-1-1 call errors resulting in No Record Founds (NRFs), incorrect Automatic Location Information (ALI), and Misroutes. Public Safety Answering Points (PSAP) are responsible for completing ALI DRs and submitting them to their Region. The ALI DR should be submitted to the Region within three (3) business days of the 9-1-1 call in error. For each 9-1-1 call in error, the PSAP shall obtain the following information in an ALI DR:

1. NRFs
   a) Date & time of Call
   b) TN (as displayed on 9-1-1 workstation)
   c) Customer name
   d) Class of Service (if available)
   e) Customer provided address information or jurisdiction information
   f) Any additional information which may assist in locating the customer.
   g) Call back number (CBN) & Pseudo Automatic Number Identification (pANI) if available for wireless and Voice over Internet Protocol (VoIP) using a dynamic ALI solution.

2. Incorrect ANI/ALI
   a) Date & time of Call
   b) TN (as displayed on 9-1-1 workstation)
   c) Customer provided corrected TN (if displayed ANI is incorrect)
   d) Customer name
   e) Class of Service (if available)
   f) Customer provided address information or jurisdiction information
   g) Call back number (CBN) & Pseudo Automatic Number Identification (pANI) if available for wireless and for VoIP using a dynamic ALI solution.
   h) Any additional information which may assist in locating the customer.

3. Misroutes
   a) Date and time of call;
   b) TN (as displayed on 9-1-1 workstation)
   c) Customer name
   d) Class of Service (if available)
   e) Customer provided address information or jurisdiction information (if displayed ALI is incorrect)

f) Call back number (CBN) & Pseudo Automatic Number Identification (PANI) if available for wireless and Voice over Internet Protocol (VoIP)
g) Any additional information which may assist in locating the customer.

A PSAP does not have to complete an ALI DR for 9-1-1 calls resulting in End Serving Central Office Failures, Anonymous 9-1-1 calls, 9-1-1 calls from non-service initialized wireless telecommunications connections or where voice service has been disconnected or discontinued, or Seizure Bids.

The Local Government's 9-1-1 Database Coordinator is responsible for reviewing each ALI DR it receives from a PSAP and submitting a completed ALI DR referral to the DBMSP via the DMI. The Region's 9-1-1 Database Coordinator should submit the ALI DR referral to the DBMSP within three (3) business days of receipt of the report from a PSAP.

Additional information or verification is required for the following types of 9-1-1 DRs:

1. NRFs
   a) The customer-provided address location information must be MSAG vaild before submitting the ALI DR to the DBMSP.

2. Incorrect ANI/ALI
   a) The "Displayed" address location information and customer-provided address location information must be provided on the DR.
   b) The customer provided address location information must be MSAG valid before submitting to the DBMSP. This requirement is not applicable for the wireless or for VoIP service using a dynamic ALI solution.
   c) The "Displayed" TN and customer provided TN must be provided on the DR.

3. Misroutes
   a) The "Incorrect" PSAP information and the "Correct" PSAP information must be provided on the DR.
   b) The "Displayed" address location information and customer provided address location information must be provided on the DR. Not applicable for wireless or for VoIP using a dynamic ALI solution.
   c) The ESN information must be verified to endure that the ESN assigned to the MSAG is correct. The ESN should be changed on the MSAG by requesting an MSAG change request through the DBMSP to correct the Misroute if applicable. A 9-1-1 DR should not be submitted to the DBMSP in this instance. ESN Verification is not applicable for wireless or for VoIP using a dynamic ALI solution.
   d) If the TN has misrouted from a different county, the County that receives the misroute must submit the DR and request that it be referred to the "appropriate" County via the DBMSP. Once referred to the "appropriate" County the DR may be completed. The "appropriate" County is then responsible for verifying the

information and submitting a DR with the corrected MSAG valid address, ESN information and any other information listed above to resolve the Misroute.

All non-suspended ALI DRs remain in a referred to SP status until receipt of a valid SOI or until the SP has provided the requested information. The ALI DR referral remains open until resolution is completed. If the ALI DR referral is not resolved by the SP within seventy-two (72) hours of the initial referral, the 9-1-1 DBMSP refers the ALI DR referral to the SP via the DMI four (4) more times. The final ALI DR referral changes the referral status to "non-compliant." Non-compliant ALI DRs must be escalated by the Regions in accordance with PPS 035: *Escalation of 9-1-1 Database Maintenance Issues*.
For ALI DR referrals to either wireless or VoIP SPs using a dynamic ALI solution, it is the responsibility of the Regions to notify the DBMSP when the ALI DR referral is resolved and the ALI DR can be closed.

E. Suspended TN CRs and ALI DRs

If the DBMSP or SP has questions or needs clarification on a TN CR or ALI DR, the DBMSP may change the status of the TN CR or ALI DR to "suspended" which sends the TN CR or ALI DR back to the Region.

1. It is recommended that the Region respond to the DBMSP regarding suspended TN CRs and ALI DRs within one (1) business day.
2. Suspended TN CRs and ALI DRs remain suspended until the Region responds back to the DBMSP via the DMI with an updated status and provides the requested information.
3. TN CRs and ALI DRs with an updated status are reviewed by the DBMSP and referred back to the SP with the information provided by the Regions. The TN CR or ALI DR process is re-initiated and the status changes to "referred to SP."

F. Number Plan Area (NPA) Splits and Overlays

Regions are responsible for the following:

1. Notifying the affected PSAPs of the NPA Split;
2. Updating mapping database with new information;
3. Updating network diagrams and internal documents affected by the NPA Split;
4. Requesting that the PSAP report any abnormalities with the displayed Automatic Number Information or errors that may result from the NPA Split; and
5. Staying involved and aware of what is occurring as the SP and DBMSP work through, and complete the NPA Split.

G. Selective Router Rehoming

Regions are responsible for the following:

1. Conducting conference calls with the Region, DBMSP, current and proposed Selective Router provider, and SPs including wireless and VoIP SPs that have connectivity to the Selective Router to discuss the steps and work involved;
2. Notifying the affected PSAPs of the Selective Router rehome;
3. Approving and ordering trunks from the new Selective Router to each affected PSAP;
4. Working with PSAP Customer Premises Equipment (CPE) vendors to ensure that the CPE at each PSAP can accommodate double trunking until the rehome is complete;
5. Working with the DBMSP to verify and consolidate all affected ESNs in preparation for the rehome;
6. Working with the DBMSP and new Selective Router provider to obtain new ESNs for each affected PSAP to replace the ESNs on the old tandem;
7. Working with the DBMSP and the new Selective Router provider to prepare a “From and To” ESN list that will serve as a guide for the database conversion;
8. Working with the PSAP CPE providers and new Selective Router provider to assign and install new transfer codes at each affected PSAP;
9. Making MSAG range modifications to the ESN and tandem;
10. Approving the MSAG load file proposed by the database provider in accordance with the “From and To” ESN list;
11. Working with and supporting the affected PSAPs in preparation for testing;
12. Participating on the Go/No Go conference call;
13. Monitoring and reporting any abnormalities or errors that may result from the Selective Router rehome;
14. Working with the affected PSAPs to prepare a coordinated and comprehensive testing plan that includes multiple test calls from each NPA-NXX and to every new ESN. The test plan should include testing of wireless and VoIP 9-1-1 calls;
15. Executing and documenting the test plan on the day of the rehome until the rehome is completed;
16. Issuing disconnect orders for PSAP trunks from the old Selective Router once the rehome is complete; and
17. Changing Network diagrams to reflect the rehome.

H. Geographic Information Systems (GIS)

The State of Texas 9-1-1 Commission on State Emergency Communication (CSEC) has put forth new Next Generation (NG) 9-1-1 Geographic Information Systems (GIS) Standards that will take effect in FY2017. The former position of Addressing Coordinator has evolved into Database Coordinator, a technical role that requires individuals at each region to the following:

1. Update and maintain MSAGs, ALI Database, Address Points, updates to Geocentric Database and assist the 9-1-1 Mapping and Database Specialist with the Enterprise Geospatial Database Services (EGDMS) Monthly Uploads.
2. Attend two (2) Mandatory Trainings per quarter as instructed by the City of Laredo.
3. Communicate with local addressing authorities, such as Planning Departments, Appraisal Districts, the U.S. Postal Service, etc.

Attachment D
PSAP Operations Performance Measures and Monitoring

City personnel will conduct site visits at least 4 per year to evaluate compliance with this Agreement.

Reports

The City may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Regional Strategic Plan for FY2020-2021
Contract between CSEC, STDC and the City of Laredo

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per _____;
2. List of service affecting issues once per _____;
3. Certification of TTY/TDD testing once per _____; and
4. TTY/TDD call logs.

[Include logs necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

Quality Assurance Inspections

City personnel will conduct site visits at least (4) per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E
Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the City:

1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules_legislation

2. Commission Rules: http://www.911.state.tx.us/browse.php/rules_legislation

3. Commission Program Policy Statements: http://www.911.state.tx.us/browse.php/program_policy_statements

INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **City of Laredo (City)** as Administrator for the South Texas Development Council (STDC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The City has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 19 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **Jim Hogg County (Local Government)** is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the City requires the City to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the City (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS], Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against The State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the City finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The City shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least

10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the Jim Hogg County Sheriff's Office PSAP(s) located at 201 Old Cemetery Rd., Hebbronville, TX 78361;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the City in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The City and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The City shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The City may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the City and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by the City and proof of insurance shall be provided upon request.

3.2.6 The City and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The City shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the City as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the City of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the City;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the City;

3.6.3 Coordinate with the City and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the City in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the City for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Log all trouble reports and make copies available to the City as required by the City;

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the City.

Article 4: Performance Monitoring

4.1 The City and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the City and/or the Commission for such purposes.

Article 5: Procurement

5.1 The City and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The City shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The City will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The City may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the City and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the City and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the City, unless an alternative repayment plan is approved by the City and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as presecribed by the City’s Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the City's current approved Strategic Plan;

7.2 The City or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the City.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The City and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the City's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the City, and (iii) the City has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) City has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate City's approved budget and/or appropriations for the applicable period, then City will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The City's address is:

City of Laredo
1110 Houston St.
Laredo, TX 78040

The Local Government's address is:

201 Old Cemetary Rd.
Hebbronville, TX 78361

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2019 and shall terminate on August 31, 2021.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the City shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The City may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the City.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the City upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government will comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

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

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	Commission Documents – Legislation, Rules and Program Policy Statements
Attachment F	Acronyms

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

City of Laredo

By: _____

Printed Name: Rosario Camarillo-Cabello

Title: Interim Co-City Manager

Date: _____

Jim Hogg County

By: _____

Printed Name: Juan Carlos Guerra

Title: Jim Hogg County Judge

Date: _____

Attested:

By: _____

Printed Name: Jose A. Valdez Jr

Title: City Secretary

Date: _____

Approved:

By: _____

Printed Name: Kristina L. Hale

Title: City Attorney

Date: _____

Attachment A
Ownership Agreement

As stipulated in Article 3 of the Agreement, the City shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The City hereby establishes all 9-1-1 equipment located at 201 Old Cemetary Rd. Hebbronville, TX (Jim Hogg County Sheriff's Office), in Jim Hogg County, to be the property of City of Laredo; hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

City of Laredo	**Jim Hogg County**
By: _____	By: _____
Printed Name: Rosario Camarillo-Cabello	Printed Name: Juan Carlos Guerra
Title: Interim Co-City Manager	Title: Jim Hogg County Judge
Date: _____	Date: _____

Attachment B

Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between _____ (City) and _____ (Local Government) dated _____, 20___, the City shall document all transfers of ownership of 9-1-1 equipment between the City and the Local Government.

Indicate the appropriate classification:

Transfer_____ Disposition_____ Lost_____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued…….

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by:_____

Title:_____

Date:_____

Comments:_____

Approved: _____Yes _____No

Proceeds, if any:_____

Approved by:_____

Title:_____
Comptroller

Date:_____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by:_____
Executive Director (or other appropriate title of agency head)

Date:_____

Attachment C
Scope of Work

Section 1.0 – Scope:

As required by the Contract for 9-1-1 Services, City shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCO/NENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

1.1 The basic equipment categories are:

A. 9-1-1 Equipment

i. Customer Premise Equipment (CPE) – located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery;
ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

B. Ancillary Equipment

i. Uninterruptible Power Supply (UPS)
ii. Printers
iii. Recorders (as funding allows)

Section 2.0 – Program Deliverables:

Local Government agrees to comply with all applicable law, CSEC Rules, and City policies as they pertain to the 9-1-1 program to provide the following deliverables:

2.1 Inventory:

2.1.1 Local Government is responsible for notifying City upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.

Attachment C
Scope of Work (continued)

2.1.2 City shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

2.2 Security:

2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance or use. City agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services.* City may conduct random security audits.

2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of City. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by City.

2.2.4 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 data.

2.3 Maintenance:

2.3.1 City shall practice and require preventive maintenance on all CPE and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary.

2.3.2 Local Government will provide upkeep of 9-1-1 equipment and areas by ensuring cleanliness.

2.3.3 Local Government shall notify City of any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.

2.3.4 Local Government shall notify City of any power or generator outages that affect the 9-1-1 system and document them introuble/maintenance logs.

Attachment C
Scope of Work (continued)

2.3.5 Local Government may call for technical assistance or make trouble reports by dialing 888-414-2738. In addition, the Local Government may use email to request routine maintenance at 9-1-1@wscicom.com

2.4 Supplies:

City will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

2.5 Training:

Local Government shall:

2.5.1 Provide telecommunications access to emergency communications equipment training as approved by City training staff, or as determined by the Local Government.

2.5.2 Notify City in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas CSEC on Law Enforcement Officers Standards and Education (TCOLE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date.

2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to City.

2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCOLE.

2.5.5 Ensure that all telecommunicators abide by TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.6 Facilities:

2.6.1 Local Government shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.

2.6.2 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.

2.6.3 City staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24x7x365 basis without prior notice.

2.7 Operations:

Local Government shall:

2.7.1 Check 9-1-1 workstations, make-busy switch, and TDD/TTY for proper operation and user familiarity at least once per shift.

2.7.2 Provide upon request any testing documentation or applicable paperwork required by City within 24 hours.

2.7.3 The PSAP shall provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to City in writing or by email.

2.7.4 When there is any incorrect ANI/ALI or GIS information, the telecommunicator shall submit a discrepancy report to make the necessary correction before the end of the shift.

2.7.5 Notification of change in medical, law enforcement or fire responders shall be made in writing to City at least 15 days prior to change.

2.7.6 PSAP must submit a written request for all Manual ALI queries to City for any investigation purposes. PSAP agrees to use ALI lookup feature only in the event of handling and processing an emergency call. Manual ALI queries may be used for training or testing purposes limited to PSAP telephone numbers.

2.7.7 Each PSAP shall have in their emergency communication plan procedures that ensure survivability and sustainability of 9-1-1 services. This plan shall be accessible to City upon request.

2.7.8 Comply with City policy and procedures for PSAP moves/changes.

Attachment C
Scope of Work (continued)

2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless calls to obtain updated GPS coordinates for the mobile devices.

2.8 Master Street Address Guide (MSAG) / GIS Maintenance:

Counties and cities shall:

2.8.1 Provide current updates for street addresses, street ranges, or street names.

2.8.2 Provide physical addresses requested as per local ordinances and/or subdivision regulations.

2.8.3 Verify or correct 9-1-1 ALI database information for accuracy as requested by City including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.

2.8.4 Make sure PSAPs provide 9-1-1 ALI discrepancy reports.

2.8.5 Notify City in writing within two business days of the receipt of a request for ALI data made under the Texas Public Information Act.

2.8.6 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.

2.8.7 Provide any point data available for: address points, points of interest, landmarks, fire hydrants, hospitals, schools, planimetrics data, etc.

2.8.8 Provide available street centerline data, county roads, un-named roads, etc.

2.8.9 Notify City in writing of boundary changes affecting: city limits, law, fire departments, emergency service districts, or EMS as approved by city council, county commissioner court, and/or service contract emendments.

Attachment D
PSAP Operations Performance Measures and Monitoring

Reports

The City may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Regional Strategic Plan for FY2020-2021
Contract between CSEC, STDC and the City of Laredo

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per _____;
2. List of service affecting issues once per _____;
3. Certification of TTY/TDD testing once per _____; and
4. TTY/TDD call logs.

[Include logs necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

Quality Assurance Inspections

City personnel will conduct site visits at least (4) per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E
Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the City:

1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules_legislation

2. Commission Rules: http://www.911.state.tx.us/browse.php/rules_legislation

3. Commission Program Policy Statements: http://www.911.state.tx.us/browse.php/program_policy_statements

INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **City of Laredo (City)** as Administrator for the South Texas Development Council (STDC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The City has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 19 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **City of Rio Grande (Local Government)** is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the City requires the City to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the City (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS], Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against The State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the City finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The City shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least

10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the Rio Grande City Police Department PSAP(s) located at 402 E Main St. Rio Grande City, TX 78582;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the City in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The City and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The City shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The City may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the City and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by the City and proof of insurance shall be provided upon request.

3.2.6 The City and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The City shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the City as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the City of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the City;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the City;

3.6.3 Coordinate with the City and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the City in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the City for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Log all trouble reports and make copies available to the City as required by the City;

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the City.

Article 4: Performance Monitoring

4.1 The City and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the City and/or the Commission for such purposes.

Article 5: Procurement

5.1 The City and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The City shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The City will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The City may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the City and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the City and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the City, unless an alternative repayment plan is approved by the City and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as presecribed by the City’s Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the City's current approved Strategic Plan;

7.2 The City or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the City.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The City and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the City's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the City, and (iii) the City has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) City has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate City's approved budget and/or appropriations for the applicable period, then City will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The City's address is:

City of Laredo
1110 Houston St.
Laredo, TX 78040

The Local Government's address is:

402 E Main St
Rio Grande City, TX 78582

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2019 and shall terminate on August 31, 2021.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the City shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The City may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the City.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the City upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government will comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

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

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	Commission Documents – Legislation, Rules and Program Policy Statements
Attachment F	Acronyms

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

City of Laredo

By: _____

Printed Name: Rosario Camarillo-Cabello

Title: Interim Co-City Manager

Date: _____

City of Rio Grande

By: _____

Printed Name: Alberto Perez

Title: City Manager

Date: _____

Attested:

By: _____

Printed Name: Jose A. Valdez Jr

Title: City Secretary

Date: _____

Approved:

By: _____

Printed Name: Kristina L. Hale

Title: City Attorney

Date: _____

Attachment A
Ownership Agreement

As stipulated in Article 3 of the Agreement, the City shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The City hereby establishes all 9-1-1 equipment located at 402 E Main St. Rio Grande City, TX (Rio Grande City Police Department), in Starr County, to be the property of City of Laredo; hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

City of Laredo

By: _____

Printed Name: Rosario Camarillo-Cabello

Title: Interim Co-City Manager

Date: _____

City of Rio Grande

By: _____

Printed Name: Alberto Perez

Title: City Manager

Date: _____

Attachment B

Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between _____ (City) and _____ (Local Government) dated _____, 20___, the City shall document all transfers of ownership of 9-1-1 equipment between the City and the Local Government.

Indicate the appropriate classification:

Transfer_____ Disposition_____ Lost_____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued…….

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by:_____

Title:_____

Date:_____

Comments:_____

Approved: _____Yes _____No

Proceeds, if any:_____

Approved by:_____

Title:_____
Comptroller

Date:_____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by:_____
Executive Director (or other appropriate title of agency head)

Date:_____

Attachment C
Scope of Work

Section 1.0 – Scope:

As required by the Contract for 9-1-1 Services, City shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCO/NENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

1.1 The basic equipment categories are:

A. 9-1-1 Equipment

i. Customer Premise Equipment (CPE) – located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery;
ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

B. Ancillary Equipment

i. Uninterruptible Power Supply (UPS)
ii. Printers
iii. Recorders (as funding allows)

Section 2.0 – Program Deliverables:

Local Government agrees to comply with all applicable law, CSEC Rules, and City policies as they pertain to the 9-1-1 program to provide the following deliverables:

2.1 Inventory:

2.1.1 Local Government is responsible for notifying City upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.

Attachment C
Scope of Work (continued)

2.1.2 City shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

2.2 Security:

2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance or use. City agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services.* City may conduct random security audits.

2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of City. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by City.

2.2.4 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 data.

2.3 Maintenance:

2.3.1 City shall practice and require preventive maintenance on all CPE and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary.

2.3.2 Local Government will provide upkeep of 9-1-1 equipment and areas by ensuring cleanliness.

2.3.3 Local Government shall notify City of any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.

2.3.4 Local Government shall notify City of any power or generator outages that affect the 9-1-1 system and document them introuble/maintenance logs.

Attachment C
Scope of Work (continued)

2.3.5 Local Government may call for technical assistance or make trouble reports by dialing 888-414-2738. In addition, the Local Government may use email to request routine maintenance at 9-1-1@wscicom.com

2.4 Supplies:

City will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

2.5 Training:

Local Government shall:

2.5.1 Provide telecommunications access to emergency communications equipment training as approved by City training staff, or as determined by the Local Government.

2.5.2 Notify City in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas CSEC on Law Enforcement Officers Standards and Education (TCOLE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date.

2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to City.

2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCOLE.

2.5.5 Ensure that all telecommunicators abide by TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

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Local Government shall:

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Attachment C
Scope of Work (continued)

2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless calls to obtain updated GPS coordinates for the mobile devices.

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Counties and cities shall:

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2.8.5 Notify City in writing within two business days of the receipt of a request for ALI data made under the Texas Public Information Act.

2.8.6 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.

2.8.7 Provide any point data available for: address points, points of interest, landmarks, fire hydrants, hospitals, schools, planimetrics data, etc.

2.8.8 Provide available street centerline data, county roads, un-named roads, etc.

2.8.9 Notify City in writing of boundary changes affecting: city limits, law, fire departments, emergency service districts, or EMS as approved by city council, county commissioner court, and/or service contract emendments.

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PSAP Operations Performance Measures and Monitoring

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[Include logs necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

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INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **City of Laredo (City)** as Administrator for the South Texas Development Council (STDC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The City has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 19 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **City of Roma (Local Government)** is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the City requires the City to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the City (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS], Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against The State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the City finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The City shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least

10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the Roma Police Department PSAP(s) located at 987 E Grant St. Roma, TX 78584;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the City in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The City and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The City shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The City may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the City and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by the City and proof of insurance shall be provided upon request.

3.2.6 The City and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The City shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the City as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the City of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the City;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the City;

3.6.3 Coordinate with the City and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the City in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the City for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Log all trouble reports and make copies available to the City as required by the City;

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the City.

Article 4: Performance Monitoring

4.1 The City and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the City and/or the Commission for such purposes.

Article 5: Procurement

5.1 The City and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The City shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The City will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The City may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the City and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the City and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the City, unless an alternative repayment plan is approved by the City and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as presecribed by the City’s Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the City's current approved Strategic Plan;

7.2 The City or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the City.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The City and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the City's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the City, and (iii) the City has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) City has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate City's approved budget and/or appropriations for the applicable period, then City will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The City's address is:

City of Laredo
1110 Houston St.
Laredo, TX 78040

The Local Government's address is:

987 E. Grant St.
Roma, TX 78584

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2019 and shall terminate on August 31, 2021.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the City shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The City may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the City.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the City upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government will comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

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

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	Commission Documents – Legislation, Rules and Program Policy Statements
Attachment F	Acronyms

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

City of Laredo

By: _____

Printed Name: Rosario Camarillo-Cabello

Title: Interim Co-City Manager

Date: _____

City of Roma

By: _____

Printed Name: Crisanto Salinas

Title: City Manager

Date: _____

Attested:

By: _____

Printed Name: Jose A. Valdez Jr

Title: City Secretary

Date: _____

Approved:

By: _____

Printed Name: Kristina L. Hale

Title: City Attorney

Date: _____

Attachment A
Ownership Agreement

As stipulated in Article 3 of the Agreement, the City shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The City hereby establishes all 9-1-1 equipment located at 987 E Grant St. Roma, TX (Roma Police Department), in Starr County, to be the property of City of Laredo; hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

City of Laredo	**City of Roma**
By: _____	By: _____
Printed Name: Rosario Camarillo-Cabello	Printed Name: Crisanto Salinas
Title: Interim Co-City Manager	Title: City Manager
Date: _____	Date: _____

Attachment B

Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between _____ (City) and _____ (Local Government) dated _____, 20___, the City shall document all transfers of ownership of 9-1-1 equipment between the City and the Local Government.

Indicate the appropriate classification:

Transfer_____ Disposition_____ Lost_____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued…….

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by:_____

Title:_____

Date:_____

Comments:_____

Approved: _____Yes _____No

Proceeds, if any:_____

Approved by:_____

Title:_____
Comptroller

Date:_____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by:_____
Executive Director (or other appropriate title of agency head)

Date:_____

Attachment C
Scope of Work

Section 1.0 – Scope:

As required by the Contract for 9-1-1 Services, City shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCO/NENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

1.1 The basic equipment categories are:

A. 9-1-1 Equipment

i. Customer Premise Equipment (CPE) – located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery;
ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

B. Ancillary Equipment

i. Uninterruptible Power Supply (UPS)
ii. Printers
iii. Recorders (as funding allows)

Section 2.0 – Program Deliverables:

Local Government agrees to comply with all applicable law, CSEC Rules, and City policies as they pertain to the 9-1-1 program to provide the following deliverables:

2.1 Inventory:

2.1.1 Local Government is responsible for notifying City upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.

Attachment C
Scope of Work (continued)

2.1.2 City shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

2.2 Security:

2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance or use. City agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services.* City may conduct random security audits.

2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of City. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by City.

2.2.4 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 data.

2.3 Maintenance:

2.3.1 City shall practice and require preventive maintenance on all CPE and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary.

2.3.2 Local Government will provide upkeep of 9-1-1 equipment and areas by ensuring cleanliness.

2.3.3 Local Government shall notify City of any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.

2.3.4 Local Government shall notify City of any power or generator outages that affect the 9-1-1 system and document them introuble/maintenance logs.

Attachment C
Scope of Work (continued)

2.3.5 Local Government may call for technical assistance or make trouble reports by dialing 888-414-2738. In addition, the Local Government may use email to request routine maintenance at 9-1-1@wscicom.com

2.4 Supplies:

City will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

2.5 Training:

Local Government shall:

2.5.1 Provide telecommunications access to emergency communications equipment training as approved by City training staff, or as determined by the Local Government.

2.5.2 Notify City in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas CSEC on Law Enforcement Officers Standards and Education (TCOLE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date.

2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to City.

2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCOLE.

2.5.5 Ensure that all telecommunicators abide by TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.6 Facilities:

2.6.1 Local Government shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.

2.6.2 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.

2.6.3 City staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24x7x365 basis without prior notice.

2.7 Operations:

Local Government shall:

2.7.1 Check 9-1-1 workstations, make-busy switch, and TDD/TTY for proper operation and user familiarity at least once per shift.

2.7.2 Provide upon request any testing documentation or applicable paperwork required by City within 24 hours.

2.7.3 The PSAP shall provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to City in writing or by email.

2.7.4 When there is any incorrect ANI/ALI or GIS information, the telecommunicator shall submit a discrepancy report to make the necessary correction before the end of the shift.

2.7.5 Notification of change in medical, law enforcement or fire responders shall be made in writing to City at least 15 days prior to change.

2.7.6 PSAP must submit a written request for all Manual ALI queries to City for any investigation purposes. PSAP agrees to use ALI lookup feature only in the event of handling and processing an emergency call. Manual ALI queries may be used for training or testing purposes limited to PSAP telephone numbers.

2.7.7 Each PSAP shall have in their emergency communication plan procedures that ensure survivability and sustainability of 9-1-1 services. This plan shall be accessible to City upon request.

2.7.8 Comply with City policy and procedures for PSAP moves/changes.

Attachment C
Scope of Work (continued)

2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless calls to obtain updated GPS coordinates for the mobile devices.

2.8 Master Street Address Guide (MSAG) / GIS Maintenance:

Counties and cities shall:

2.8.1 Provide current updates for street addresses, street ranges, or street names.

2.8.2 Provide physical addresses requested as per local ordinances and/or subdivision regulations.

2.8.3 Verify or correct 9-1-1 ALI database information for accuracy as requested by City including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.

2.8.4 Make sure PSAPs provide 9-1-1 ALI discrepancy reports.

2.8.5 Notify City in writing within two business days of the receipt of a request for ALI data made under the Texas Public Information Act.

2.8.6 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.

2.8.7 Provide any point data available for: address points, points of interest, landmarks, fire hydrants, hospitals, schools, planimetrics data, etc.

2.8.8 Provide available street centerline data, county roads, un-named roads, etc.

2.8.9 Notify City in writing of boundary changes affecting: city limits, law, fire departments, emergency service districts, or EMS as approved by city council, county commissioner court, and/or service contract emendments.

Attachment D
PSAP Operations Performance Measures and Monitoring

Reports

The City may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Regional Strategic Plan for FY2020-2021
Contract between CSEC, STDC and the City of Laredo

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per _____;
2. List of service affecting issues once per _____;
3. Certification of TTY/TDD testing once per _____; and
4. TTY/TDD call logs.

[Include logs necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

Quality Assurance Inspections

City personnel will conduct site visits at least (4) per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E
Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the City:

1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules_legislation

2. Commission Rules: http://www.911.state.tx.us/browse.php/rules_legislation

3. Commission Program Policy Statements: http://www.911.state.tx.us/browse.php/program_policy_statements

INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **City of Laredo (City)** as Administrator for the South Texas Development Council (STDC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The City has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 19 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **Starr County (Local Government)** is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the City requires the City to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the City (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS], Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against The State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the City finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The City shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least

10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the Starr County Sheriff's Office PSAP(s) located at 100 E 6th St. Rio Grande City, TX 78582;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the City in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The City and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The City shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The City may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the City and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by the City and proof of insurance shall be provided upon request.

3.2.6 The City and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The City shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the City as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

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3.5.1 The Local Government shall notify the City of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the City;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the City;

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3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

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5.2 The City shall purchase supplies necessary for performance of the deliverables per this Agreement.

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6.4 The Local Government shall reimburse the City and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the City and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the City, unless an alternative repayment plan is approved by the City and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as presecribed by the City’s Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the City's current approved Strategic Plan;

7.2 The City or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the City.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The City and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the City's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the City, and (iii) the City has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) City has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate City's approved budget and/or appropriations for the applicable period, then City will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The City's address is:

City of Laredo
1110 Houston St.
Laredo, TX 78040

The Local Government's address is:

100 E. 6th Street
Rio Grande City, TX 78582

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2019 and shall terminate on August 31, 2021.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the City shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The City may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the City.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the City upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government will comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

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

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	Commission Documents – Legislation, Rules and Program Policy Statements
Attachment F	Acronyms

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

City of Laredo

By: _____

Printed Name: Rosario Camarillo-Cabello

Title: Interim Co-City Manager

Date: _____

Starr County

By: _____

Printed Name: Eloy Vera

Title: Starr County Judge

Date: _____

Attested:

By: _____

Printed Name: Jose A. Valdez Jr

Title: City Secretary

Date: _____

Approved:

By: _____

Printed Name: Kristina L. Hale

Title: City Attorney

Date: _____

Attachment A
Ownership Agreement

As stipulated in Article 3 of the Agreement, the City shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The City hereby establishes all 9-1-1 equipment located at 100 E 6th St. Rio Grande City, TX (Starr County Sheriff's Office), in Starr County, to be the property of City of Laredo; hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

City of Laredo	**Starr County**
By: _____	By: _____
Printed Name: Rosario Camarillo-Cabello	Printed Name: Eloy Vera
Title: Interim Co-City Manager	Title: Starr County Judge
Date: _____	Date: _____

Attachment B

Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between _____ (City) and _____ (Local Government) dated _____, 20___, the City shall document all transfers of ownership of 9-1-1 equipment between the City and the Local Government.

Indicate the appropriate classification:

Transfer_____ Disposition_____ Lost_____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued…….

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by:_____

Title:_____

Date:_____

Comments:_____

Approved: _____Yes _____No

Proceeds, if any:_____

Approved by:_____

Title:_____
Comptroller

Date:_____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by:_____
Executive Director (or other appropriate title of agency head)

Date:_____

Attachment C
Scope of Work

Section 1.0 – Scope:

As required by the Contract for 9-1-1 Services, City shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCO/NENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

1.1 The basic equipment categories are:

A. 9-1-1 Equipment

i. Customer Premise Equipment (CPE) – located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery;
ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

B. Ancillary Equipment

i. Uninterruptible Power Supply (UPS)
ii. Printers
iii. Recorders (as funding allows)

Section 2.0 – Program Deliverables:

Local Government agrees to comply with all applicable law, CSEC Rules, and City policies as they pertain to the 9-1-1 program to provide the following deliverables:

2.1 Inventory:

2.1.1 Local Government is responsible for notifying City upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.

Attachment C
Scope of Work (continued)

2.1.2 City shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

2.2 Security:

2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance or use. City agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services.* City may conduct random security audits.

2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of City. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by City.

2.2.4 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 data.

2.3 Maintenance:

2.3.1 City shall practice and require preventive maintenance on all CPE and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary.

2.3.2 Local Government will provide upkeep of 9-1-1 equipment and areas by ensuring cleanliness.

2.3.3 Local Government shall notify City of any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.

2.3.4 Local Government shall notify City of any power or generator outages that affect the 9-1-1 system and document them introuble/maintenance logs.

Attachment C
Scope of Work (continued)

2.3.5 Local Government may call for technical assistance or make trouble reports by dialing 888-414-2738. In addition, the Local Government may use email to request routine maintenance at 9-1-1@wscicom.com

2.4 Supplies:

City will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

2.5 Training:

Local Government shall:

2.5.1 Provide telecommunications access to emergency communications equipment training as approved by City training staff, or as determined by the Local Government.

2.5.2 Notify City in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas CSEC on Law Enforcement Officers Standards and Education (TCOLE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date.

2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to City.

2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCOLE.

2.5.5 Ensure that all telecommunicators abide by TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.6 Facilities:

2.6.1 Local Government shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.

2.6.2 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.

2.6.3 City staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24x7x365 basis without prior notice.

2.7 Operations:

Local Government shall:

2.7.1 Check 9-1-1 workstations, make-busy switch, and TDD/TTY for proper operation and user familiarity at least once per shift.

2.7.2 Provide upon request any testing documentation or applicable paperwork required by City within 24 hours.

2.7.3 The PSAP shall provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to City in writing or by email.

2.7.4 When there is any incorrect ANI/ALI or GIS information, the telecommunicator shall submit a discrepancy report to make the necessary correction before the end of the shift.

2.7.5 Notification of change in medical, law enforcement or fire responders shall be made in writing to City at least 15 days prior to change.

2.7.6 PSAP must submit a written request for all Manual ALI queries to City for any investigation purposes. PSAP agrees to use ALI lookup feature only in the event of handling and processing an emergency call. Manual ALI queries may be used for training or testing purposes limited to PSAP telephone numbers.

2.7.7 Each PSAP shall have in their emergency communication plan procedures that ensure survivability and sustainability of 9-1-1 services. This plan shall be accessible to City upon request.

2.7.8 Comply with City policy and procedures for PSAP moves/changes.

Attachment C
Scope of Work (continued)

2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless calls to obtain updated GPS coordinates for the mobile devices.

2.8 Master Street Address Guide (MSAG) / GIS Maintenance:

Counties and cities shall:

2.8.1 Provide current updates for street addresses, street ranges, or street names.

2.8.2 Provide physical addresses requested as per local ordinances and/or subdivision regulations.

2.8.3 Verify or correct 9-1-1 ALI database information for accuracy as requested by City including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.

2.8.4 Make sure PSAPs provide 9-1-1 ALI discrepancy reports.

2.8.5 Notify City in writing within two business days of the receipt of a request for ALI data made under the Texas Public Information Act.

2.8.6 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.

2.8.7 Provide any point data available for: address points, points of interest, landmarks, fire hydrants, hospitals, schools, planimetrics data, etc.

2.8.8 Provide available street centerline data, county roads, un-named roads, etc.

2.8.9 Notify City in writing of boundary changes affecting: city limits, law, fire departments, emergency service districts, or EMS as approved by city council, county commissioner court, and/or service contract emendments.

Attachment D
PSAP Operations Performance Measures and Monitoring

Reports

The City may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Regional Strategic Plan for FY2020-2021
Contract between CSEC, STDC and the City of Laredo

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per _____;
2. List of service affecting issues once per _____;
3. Certification of TTY/TDD testing once per _____; and
4. TTY/TDD call logs.

[Include logs necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

Quality Assurance Inspections

City personnel will conduct site visits at least (4) per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E
Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the City:

1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules_legislation

2. Commission Rules: http://www.911.state.tx.us/browse.php/rules_legislation

3. Commission Program Policy Statements: http://www.911.state.tx.us/browse.php/program_policy_statements

INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **City of Laredo (City)** as Administrator for the South Texas Development Council (STDC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The City has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 19 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **Webb County (Local Government)** is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the City requires the City to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the City (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS], Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against The State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the City finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The City shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least

10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the Webb County Sheriff's Office PSAP(s) located at 902 Victoria St. Laredo, TX 78040;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the City in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The City and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The City shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The City may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the City and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by the City and proof of insurance shall be provided upon request.

3.2.6 The City and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The City shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the City as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the City of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the City;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the City;

3.6.3 Coordinate with the City and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the City in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the City for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Log all trouble reports and make copies available to the City as required by the City;

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the City.

Article 4: Performance Monitoring

4.1 The City and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the City and/or the Commission for such purposes.

Article 5: Procurement

5.1 The City and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The City shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The City will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The City may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the City and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the City and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the City, unless an alternative repayment plan is approved by the City and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as presecribed by the City’s Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the City's current approved Strategic Plan;

7.2 The City or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the City.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The City and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the City's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the City, and (iii) the City has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) City has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate City's approved budget and/or appropriations for the applicable period, then City will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The City's address is:

City of Laredo
1110 Houston St.
Laredo, TX 78040

The Local Government's address is:

902 Victoria St
Laredo, TX 78040

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2019 and shall terminate on August 31, 2021.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the City shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

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14.1 The City may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the City.

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15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the City upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government will comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

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

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	Commission Documents – Legislation, Rules and Program Policy Statements
Attachment F	Acronyms

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

City of Laredo

By: _____

Printed Name: Rosario Camarillo-Cabello

Title: Interim Co-City Manager

Date: _____

Webb County

By: _____

Printed Name: Tano E. Tijerina

Title: Webb County Judge

Date: _____

Attested:

By: _____

Printed Name: Jose A. Valdez

Title: City Secretary

Date: _____

Approved:

By: _____

Printed Name: Kristina L. Hale

Title: City Attorney

Date: _____

Attachment A
Ownership Agreement

As stipulated in Article 3 of the Agreement, the City shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The City hereby establishes all 9-1-1 equipment located at 902 Victoria St. Laredo, TX (Webb County Sheriff's Office), in Webb County, to be the property of City of Laredo; hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

City of Laredo	**Webb County**
By: _____	By: _____
Printed Name: Rosario Camarillo-Cabello	Printed Name: Tano E. Tijerina
Title: Interim Co-City Manager	Title: Webb County Judge
Date: _____	Date: _____

Attachment B

Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between _____ (City) and _____ (Local Government) dated _____, 20___, the City shall document all transfers of ownership of 9-1-1 equipment between the City and the Local Government.

Indicate the appropriate classification:

Transfer_____ Disposition_____ Lost_____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued…….

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by:_____

Title:_____

Date:_____

Comments:_____

Approved: _____Yes _____No

Proceeds, if any:_____

Approved by:_____

Title:_____
Comptroller

Date:_____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by:_____
Executive Director (or other appropriate title of agency head)

Date:_____

Attachment C
Scope of Work

Section 1.0 – Scope:

As required by the Contract for 9-1-1 Services, City shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCO/NENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

1.1 The basic equipment categories are:

A. 9-1-1 Equipment

i. Customer Premise Equipment (CPE) – located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery;
ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

B. Ancillary Equipment

i. Uninterruptible Power Supply (UPS)
ii. Printers
iii. Recorders (as funding allows)

Section 2.0 – Program Deliverables:

Local Government agrees to comply with all applicable law, CSEC Rules, and City policies as they pertain to the 9-1-1 program to provide the following deliverables:

2.1 Inventory:

2.1.1 Local Government is responsible for notifying City upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.

Attachment C
Scope of Work (continued)

2.1.2 City shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

2.2 Security:

2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance or use. City agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services.* City may conduct random security audits.

2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of City. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by City.

2.2.4 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 data.

2.3 Maintenance:

2.3.1 City shall practice and require preventive maintenance on all CPE and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary.

2.3.2 Local Government will provide upkeep of 9-1-1 equipment and areas by ensuring cleanliness.

2.3.3 Local Government shall notify City of any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.

2.3.4 Local Government shall notify City of any power or generator outages that affect the 9-1-1 system and document them introuble/maintenance logs.

Attachment C
Scope of Work (continued)

2.3.5 Local Government may call for technical assistance or make trouble reports by dialing 888-414-2738. In addition, the Local Government may use email to request routine maintenance at 9-1-1@wscicom.com

2.4 Supplies:

City will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

2.5 Training:

Local Government shall:

2.5.1 Provide telecommunications access to emergency communications equipment training as approved by City training staff, or as determined by the Local Government.

2.5.2 Notify City in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas CSEC on Law Enforcement Officers Standards and Education (TCOLE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date.

2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to City.

2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCOLE.

2.5.5 Ensure that all telecommunicators abide by TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.6 Facilities:

2.6.1 Local Government shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.

2.6.2 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.

2.6.3 City staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24x7x365 basis without prior notice.

2.7 Operations:

Local Government shall:

2.7.1 Check 9-1-1 workstations, make-busy switch, and TDD/TTY for proper operation and user familiarity at least once per shift.

2.7.2 Provide upon request any testing documentation or applicable paperwork required by City within 24 hours.

2.7.3 The PSAP shall provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to City in writing or by email.

2.7.4 When there is any incorrect ANI/ALI or GIS information, the telecommunicator shall submit a discrepancy report to make the necessary correction before the end of the shift.

2.7.5 Notification of change in medical, law enforcement or fire responders shall be made in writing to City at least 15 days prior to change.

2.7.6 PSAP must submit a written request for all Manual ALI queries to City for any investigation purposes. PSAP agrees to use ALI lookup feature only in the event of handling and processing an emergency call. Manual ALI queries may be used for training or testing purposes limited to PSAP telephone numbers.

2.7.7 Each PSAP shall have in their emergency communication plan procedures that ensure survivability and sustainability of 9-1-1 services. This plan shall be accessible to City upon request.

2.7.8 Comply with City policy and procedures for PSAP moves/changes.

Attachment C
Scope of Work (continued)

2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless calls to obtain updated GPS coordinates for the mobile devices.

2.8 Master Street Address Guide (MSAG) / GIS Maintenance:

Counties and cities shall:

2.8.1 Provide current updates for street addresses, street ranges, or street names.

2.8.2 Provide physical addresses requested as per local ordinances and/or subdivision regulations.

2.8.3 Verify or correct 9-1-1 ALI database information for accuracy as requested by City including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.

2.8.4 Make sure PSAPs provide 9-1-1 ALI discrepancy reports.

2.8.5 Notify City in writing within two business days of the receipt of a request for ALI data made under the Texas Public Information Act.

2.8.6 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.

2.8.7 Provide any point data available for: address points, points of interest, landmarks, fire hydrants, hospitals, schools, planimetrics data, etc.

2.8.8 Provide available street centerline data, county roads, un-named roads, etc.

2.8.9 Notify City in writing of boundary changes affecting: city limits, law, fire departments, emergency service districts, or EMS as approved by city council, county commissioner court, and/or service contract emendments.

Attachment D
PSAP Operations Performance Measures and Monitoring

Reports

The City may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Regional Strategic Plan for FY2020-2021
Contract between CSEC, STDC and the City of Laredo

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per _____;
2. List of service affecting issues once per _____;
3. Certification of TTY/TDD testing once per _____; and
4. TTY/TDD call logs.

[Include logs necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

Quality Assurance Inspections

City personnel will conduct site visits at least (4) per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E
Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the City:

1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules_legislation

2. Commission Rules: http://www.911.state.tx.us/browse.php/rules_legislation

3. Commission Program Policy Statements: http://www.911.state.tx.us/browse.php/program_policy_statements

INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **City of Laredo (City)** as Administrator for the South Texas Development Council (STDC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The City has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 19 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **Zapata County (Local Government)** is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the City requires the City to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the City (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS], Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against The State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the City finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The City shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least

10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the Zapata County Sheriff's Office PSAP(s) located at 200 E 7th St. Zapata, TX 78076;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the City in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The City and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The City shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The City may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the City and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by the City and proof of insurance shall be provided upon request.

3.2.6 The City and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The City shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the City as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the City of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the City;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the City;

3.6.3 Coordinate with the City and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the City in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the City for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Log all trouble reports and make copies available to the City as required by the City;

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the City.

Article 4: Performance Monitoring

4.1 The City and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the City and/or the Commission for such purposes.

Article 5: Procurement

5.1 The City and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The City shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The City will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The City may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the City and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the City and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the City, unless an alternative repayment plan is approved by the City and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as presecribed by the City’s Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the City's current approved Strategic Plan;

7.2 The City or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the City.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The City and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the City's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the City, and (iii) the City has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) City has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate City's approved budget and/or appropriations for the applicable period, then City will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The City's address is:

City of Laredo
1110 Houston St.
Laredo, TX 78040

The Local Government's address is:

200 E 7th St.
Zapata, TX 78076

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2019 and shall terminate on August 31, 2021.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the City shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The City may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the City.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the City upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government will comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

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

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
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Attachment F	Acronyms

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

City of Laredo

By: _____

Printed Name: Rosario Camarillo-Cabello

Title: Interim Co-City Manager

Date: _____

Zapata County

By: _____

Printed Name: Joseph Rathmell

Title: Zapata County Judge

Date: _____

Attested:

By: _____

Printed Name: Jose A. Valdez Jr

Title: City Secretary

Date: _____

Approved:

By: _____

Printed Name: Kristina L. Hale

Title: City Attorney

Date: _____

Attachment A
Ownership Agreement

As stipulated in Article 3 of the Agreement, the City shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The City hereby establishes all 9-1-1 equipment located at 200 E 7th St. Zapata, TX (Zapata County Sheriff's Office), in Zapata County, to be the property of City of Laredo; hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

City of Laredo	**Zapata County**
By: _____	By: _____
Printed Name: Rosario Camarillo-Cabello	Printed Name: Joseph Rathmell
Title: Interim Co-City Manager	Title: Zapata County Judge
Date: _____	Date: _____

Attachment B

Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between _____ (City) and _____ (Local Government) dated _____, 20___, the City shall document all transfers of ownership of 9-1-1 equipment between the City and the Local Government.

Indicate the appropriate classification:

Transfer_____ Disposition_____ Lost_____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued…….

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by:_____

Title:_____

Date:_____

Comments:_____

Approved: _____Yes _____No

Proceeds, if any:_____

Approved by:_____

Title:_____
Comptroller

Date:_____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by:_____
Executive Director (or other appropriate title of agency head)

Date:_____

Attachment C
Scope of Work

Section 1.0 – Scope:

As required by the Contract for 9-1-1 Services, City shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCO/NENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

1.1 The basic equipment categories are:

A. 9-1-1 Equipment

i. Customer Premise Equipment (CPE) – located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery;
ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

B. Ancillary Equipment

i. Uninterruptible Power Supply (UPS)
ii. Printers
iii. Recorders (as funding allows)

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Local Government agrees to comply with all applicable law, CSEC Rules, and City policies as they pertain to the 9-1-1 program to provide the following deliverables:

2.1 Inventory:

2.1.1 Local Government is responsible for notifying City upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.

Attachment C
Scope of Work (continued)

2.1.2 City shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

2.2 Security:

2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance or use. City agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services.* City may conduct random security audits.

2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of City. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by City.

2.2.4 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 data.

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2.3.4 Local Government shall notify City of any power or generator outages that affect the 9-1-1 system and document them introuble/maintenance logs.

Attachment C
Scope of Work (continued)

2.3.5 Local Government may call for technical assistance or make trouble reports by dialing 888-414-2738. In addition, the Local Government may use email to request routine maintenance at 9-1-1@wscicom.com

2.4 Supplies:

City will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

2.5 Training:

Local Government shall:

2.5.1 Provide telecommunications access to emergency communications equipment training as approved by City training staff, or as determined by the Local Government.

2.5.2 Notify City in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas CSEC on Law Enforcement Officers Standards and Education (TCOLE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date.

2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to City.

2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCOLE.

2.5.5 Ensure that all telecommunicators abide by TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.6 Facilities:

2.6.1 Local Government shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.

2.6.2 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.

2.6.3 City staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24x7x365 basis without prior notice.

2.7 Operations:

Local Government shall:

2.7.1 Check 9-1-1 workstations, make-busy switch, and TDD/TTY for proper operation and user familiarity at least once per shift.

2.7.2 Provide upon request any testing documentation or applicable paperwork required by City within 24 hours.

2.7.3 The PSAP shall provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to City in writing or by email.

2.7.4 When there is any incorrect ANI/ALI or GIS information, the telecommunicator shall submit a discrepancy report to make the necessary correction before the end of the shift.

2.7.5 Notification of change in medical, law enforcement or fire responders shall be made in writing to City at least 15 days prior to change.

2.7.6 PSAP must submit a written request for all Manual ALI queries to City for any investigation purposes. PSAP agrees to use ALI lookup feature only in the event of handling and processing an emergency call. Manual ALI queries may be used for training or testing purposes limited to PSAP telephone numbers.

2.7.7 Each PSAP shall have in their emergency communication plan procedures that ensure survivability and sustainability of 9-1-1 services. This plan shall be accessible to City upon request.

2.7.8 Comply with City policy and procedures for PSAP moves/changes.

Attachment C
Scope of Work (continued)

2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless calls to obtain updated GPS coordinates for the mobile devices.

2.8 Master Street Address Guide (MSAG) / GIS Maintenance:

Counties and cities shall:

2.8.1 Provide current updates for street addresses, street ranges, or street names.

2.8.2 Provide physical addresses requested as per local ordinances and/or subdivision regulations.

2.8.3 Verify or correct 9-1-1 ALI database information for accuracy as requested by City including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.

2.8.4 Make sure PSAPs provide 9-1-1 ALI discrepancy reports.

2.8.5 Notify City in writing within two business days of the receipt of a request for ALI data made under the Texas Public Information Act.

2.8.6 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.

2.8.7 Provide any point data available for: address points, points of interest, landmarks, fire hydrants, hospitals, schools, planimetrics data, etc.

2.8.8 Provide available street centerline data, county roads, un-named roads, etc.

2.8.9 Notify City in writing of boundary changes affecting: city limits, law, fire departments, emergency service districts, or EMS as approved by city council, county commissioner court, and/or service contract emendments.

Attachment D
PSAP Operations Performance Measures and Monitoring

Reports

The City may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Regional Strategic Plan for FY2020-2021
Contract between CSEC, STDC and the City of Laredo

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per _____;
2. List of service affecting issues once per _____;
3. Certification of TTY/TDD testing once per _____; and
4. TTY/TDD call logs.

[Include logs necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

Quality Assurance Inspections

City personnel will conduct site visits at least (4) per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E
Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the City:

1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules_legislation

2. Commission Rules: http://www.911.state.tx.us/browse.php/rules_legislation

3. Commission Program Policy Statements: http://www.911.state.tx.us/browse.php/program_policy_statements

Information Services & Telecommunications **e.**

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: Rosario C. Cabello, Interim Co-City Manager

Staff Source: Homero Vazquez-Garcia, I.S.T. Director

SUBJECT

Consideration to ratify emergency Purchase Orders issued to Network Alliance, LLC, in the total of amount of $85,100.00 to provide support services post Cyber-attack of May 22, 2019. Funding is available in the Information Technology Fund.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The City of Laredo experienced a Cyber-attack on May 22, 2019. These services were necessary to provide support services, which included onsite and remote support of System Engineers and Tier 2 Technicians for support. Assistance provided in programming new domain controller server, Microsoft Exchange server recovery and setup. Temporary licenses, setup and support of Outlook 365 for online mail services. Remediation services for end user computer cloning and configuration. Contract DIR-TSO-4167.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Ratification approval by City Council.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Y
Source of Funds:	Operations
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the IT Fund.

Laredo Animal Care Services **53. a.**

City Council-Regular

Meeting Date: 08/05/2019

Staff Source: Heberto "Beto" L. Ramirez, Acting Animal Care Services Director

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SUBJECT

Authorizing the Co-Interim City Managers to enter into and execute a contract for professional services with Sandra Leyendecker, DVM for veterinary services to include: general health and welfare of the shelter animals, spay and neuter surgeries, vaccinations, emergency animal health care, and any other related matters at Laredo Animal Care Services from October 1, 2019, to September 31, 2020, in an amount not to exceed $150,000.00 per year, with an option to renew for two (2) additional one-year terms contingent on funding availability. Funding is available in the Animal Care Services Budget.

PREVIOUS COUNCIL ACTION

On September 17, 2018, the City Council authorized the City Manager to enter into a contract amendment for professional services with Dr. Sandra Leyendecker for veterinary services in an amount not not exceed $150,000.00 through September 30, 2019.

BACKGROUND

Sandra Leyendecker, DVM currently serves as the consultant veterinarian for the Laredo Animal Care Services Department. Services include: general health and welfare of the animals, spay and neuter services, vaccinations, inspections and other animal health related matters. Dr. Leyendecker currently has a contract set to expire September 30, 2019. Funding is available in the Animal Care Services Department Budget.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of the motion.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Funding is available in 101-7610-543-5590.

Attachments

2019 Contract Veterinary Services
Exhibit A - Contract for Veterinary Services - Insurance

AGREEMENT FOR ONSITE VETERINERY SERVICES
AT THE LAREDO ANIMAL CARE FACILITY
BETWEEN
THE CITY OF LAREDO
AND
SANDRA LEYENDECKER, DVM

This Agreement is entered into between the City of Laredo, Texas (the "City"), a municipal corporation, and Sandra Leyendecker, DVM (the "Contractor") for veterinary care services to be provided at the City of Laredo Animal Care Services Facility with its principal place of business located at 5202 Maher Avenue, Laredo, Texas 78041.

WHEREAS, the City of Laredo has established an Animal Care Services Department in order to provide for the public safety of the citizens of Laredo; the care, regulation and disposition of animals, as well as the promotion of responsible pet care; and

WHEREAS, the availability of onsite veterinary care services will facilitate the effective and efficient care of animals housed at the shelter.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the City of Laredo and Contractor agree as follows:

I. CONTRACTOR RESPONSIBILITIES

A. SERVICES TO BE PROVIDED

Contractor shall provide the following services to City:

1. General Healthcare
2. Physical Examination
3. Vaccinations for Domestic/Companion Animals
4. Dentistry
5. Non-Anesthesia Dental Care
6. Diagnostic Procedures
7. Laboratory Procedures
8. Emergency Care
9. Domestic/Companion Animal Surgery (inclusive of Anesthesia, Biopsies, Cystotomy, Declawing, Gall Bladder, GDV, Intestine and Stomach foreign body removal, Laceration and Wound Repair, Minor eye, Spay/Neuter, Soft Tissue, Splenectomy, Tumor Removal).
10. Hospitalization
11. Pharmacy

12. Other Services relating to the treatment of animals at the municipal shelter.

B. WORK SCHEDULE

1. Availability Monday-Friday, 8:00 a.m. to 5:00 p.m. as needed.
2. Contractor may also be required to work after hours in response to health care emergencies and during scheduled after hour clinics.

C. LICENSE REQUIREMENTS

1. Contractor must have earned a Doctor of Veterinary Medicine from an accredited university and be licensed to practice in the State of Texas and provide documented proof of such to the City.
2. Contractor must also provide a Letter of Good Standing from the Texas Board of Veterinary Medical Examiners to the City at the time of Agreement commencement. Licensing requirements must be maintained in good standing throughout the Agreement period.
3. Contractor must obtain the necessary annual Continuing Education Hours as required by the State of Texas and provide documentation supporting the same.
4. Contractor must report any accreditation, licensure, certification, or registration revocation or suspension to the City's Animal Care Services Director immediately upon its occurrence.
5. Contractor will be licensed to provide for the stocking of prescriptive drugs required in the care and treatment of animals.

II. CITY RESPONSIBILITIES

A. COMPENSATION

1. In consideration for Contractor's performance for services rendered during the Agreement period, the City will pay the Contractor **an amount not to exceed $150,000.00,** to be paid in monthly installments.

B. CLINIC OPERATIONS

1. City will procure and maintain all equipment and materials as identified as necessary by the Contractor for the operation of the Laredo Animal Services Facility.
2. City will be responsible for all security, utility and maintenance costs associated with the operation of the Facility.

3. City will be responsible to secure and maintain controlled substance registration permits required by Texas Department of Public Safety and the Drug Enforcement Agency.

C. INSURANCE. For the term of this Agreement, City shall obtain and maintain a policy of insurance, with the appropriate and adequate coverage and limits set forth in attachment A, to cover any claims for bodily injury, property damage or other losses which might arise out of any negligent act or omission committed by the City, Contractor, or Contractor's employees or agents, if any, in connection with the performance of Services under this Agreement.

III. INDEPENDENT AGREEMENT

A. The parties agree and acknowledge that the Contractor is an independent Contractor and is not, for any purpose, an employee of the City; does not have any authority to enter into agreements or contracts on behalf of the City, and shall not represent that it possesses any such authority.
B. Contractor agrees that the City will not be obligated to pay worker's compensation insurance, unemployment compensation, social security, withholding tax or other taxes or withholding for or on behalf the Contractor. Contractor will be required to complete and submit to the City a (W9) form.
C. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of a partnership, a joint venture or other fiduciary relationship.

IV. TERM OF AGREEMENT

This Agreement will commence on October 1, 2019, and terminates on September 30, 2020. This contract may be renewed for two (2) additional one-year terms contingent on funding availability. Contractor acknowledges and agrees that the engagement with the City is at will, subject to being terminated at the discretion of the City and/or Agreement at any time with 15-days notice.

V. FORCE MAJEURE

In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

VI. FUNDING

This Agreement is contingent upon funding being available for the term designated in this Agreement. The Contractor shall have no right of action against the City should the governing body of the City fail to approve a budget which includes sufficient funds for the continuance of this Agreement, or should the governing body of the City fail to certify funds for any reason.

VII. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

A. Both City and Contractor represent and warrant that each Party has full power, authority and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

B. Contractor represents and warrants that it has all the necessary licenses, permits and registrations required to perform the Services under this Agreement in accordance with applicable federal, state and local laws, rules and regulations and that it will perform the Services according to the City's guidelines and specifications and with the standard of care prevailing in the industry.

C. CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY DAMAGES, CLAIMS, LIABILITIES, LOSS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE PERFORMANCE OF SERVICES OR OF ANY BREACH HEREUNDER BY CONTRACTOR.

VIII. MISCELLANEOUS

A. **VENUE AND APPLICABLE LAW.** This Agreement is subject to all present and future valid laws, orders, rules and ordinances and/or regulations of the United States of America, the State of Texas and the Parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this Agreement shall be in a court of appropriate jurisdiction in Webb County, Texas *exclusively*.

B. **EXPENSES.** Except as otherwise specified in this Agreement, (i) all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement shall be paid by the Party incurring such costs and expenses and (ii) neither Party shall have any obligation to reimburse the other Party for any such expenses.

C. **TRANSFERABILITY.** This Agreement is non-transferable.

D. **ENTIRE AGREEMENT AND AMENDMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings of the Parties. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both of the Parties.

E. **PUBLIC INFORMATION.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect.

F. **PARAGRAPH HEADINGS.** The paragraph headings used in the Agreement are descriptive only and shall have no legal force or effect whatsoever.

G. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this Agreement.

H. **NOTICES.** Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address noted below or to another areas as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

Name: Dr. Sandra Leyendecker
Mailing Address: _____
_____
Phone: _____

Laredo Animal Care Services
Heberto "Beto" Ramirez
Director
5202 Maher Ave.
Laredo, Texas 78041
Phone: 956-717-5762

I. **WAIVER.** Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

J. **SEVERABILITY.** If any provision of this Agreement is found to be invalid or contrary to law, the remainder of this Agreement shall not be affected thereby.

EXECUTED ON THIS _____ DAY OF _____2019.

SANDRA LEYENDECKER, DVM
Contractor

By: _____

SANDRA LEYENDECKER, DVM

CITY OF LAREDO
A Municipal Corporation

By:_____

ROBERT A. EADS
CO-INTERIM CITY MANAGER

By:_____

ROSARIO CABELLO
CO-INTERIM CITY MANAGER

ATTESTED:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY

BY:_____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

Exhibit A

CITY OF LAREDO
RECOMMENDED INSURANCE PROVISIONS
FOR PROFESSIONAL SERVICE CONTRACTS

Contractor shall provide and continuously maintain the minimum insurance coverages set forth below during the term of its agreement with the City of Laredo; and Contractor shall require its subcontractors to purchase the same types and amounts of insurance.

1. Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract.

2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $500,000 each-occurrence each accident/$500,000 by disease each-occurrence/$500,000 by disease aggregate.

3. Comprehensive Automobile Liability insurance at minimum combined single limits of 1,000,000per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

4. Professional liability (Medical Malpractice/Errors and Omissions) for professional services, other than construction, maintenance, repair, or installation work, that are proposed by independent contractors, which include but are not limited to consultants, attorneys, accountants, EDP, Technology, engineers, insurance, environmental, management and business, etc.

   a) $100,000 per-claim/$200,000 annual aggregate

   b) Retro date shall not be later than the inception date of the contract

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. City of Laredo shall be named as an additional insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverages, except for the professional liability and workers' compensation.

2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of City of Laredo shall be contained in all policies.

4. All insurance policies shall be endorsed to the effect that City of Laredo will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

5. The additional insured coverage in the CGL policy in favor of City of Laredo must apply to the ongoing operations of Contractor.

6. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.

7. Contractor may maintain reasonable and customary deductibles, subject to approval by City of Laredo.

8. Insurance must be purchased from insurers that are financially acceptable to City of Laredo with a minimum *A.M. Best* financial rating of A-:VII.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to City of Laredo within five (5) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

- Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

- Shall specifically set forth the notice-of-cancellation or termination provisions to City of Laredo.

- Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City of Laredo to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish City of Laredo with certified copies of all insurance policies.

All of the above requirements are minimum, as referenced, and may be modified at the sole discretion of the City of Laredo.

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Heberto L. Ramirez, Laredo Animal Care Services Active Director, Miguel Pescador, Purchasing Agent.

SUBJECT

Consideration to ratify the amendment of contract FY18-027 for the purchase of Veterinary Medications to allow for a 25% contract amount increase to awarded vendors as follows:

1. Miller Veterinary, Fort Worth, Texas – Primary vendor, for a new annual amount of $75,000.00;
2. MWI Animal Health, Boise Idaho – Secondary vendor, for a new annual amount of $75,000.00.

This contract is in the 2nd year of a two (2) year term and is subject to future appropriations, beginning as of the date of its execution; contract may be extended for one, additional (1) year period upon mutual agreement. All medications will be secured on an as needed basis. Funding is available in the Laredo Animal Care Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

02/20/18 Council approved Motion 33, awarded a 2 year contract to Miller Veterinary as the Primary vendor and MWI Animal Health as the Secondary vendor.

BACKGROUND

The City received three (3) bids through Cit-E-Bid for awarding a two year contract for the purchase of veterinary medications. Staff has reviewed the bids submitted and is recommending that these contract be awarded to Miller Veterinary, Fort Worth, Texas, (Primary Vendor) and MWI Animal Health, Boise Idaho (Secondary Vendor).

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution for an annual amount of $60,000.00. The contract may be extended for one, additional one (1) year period. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's

Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this contract be approved.

	Fiscal Impact
Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	10176105423870
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Graciela S. Briones, Assistant Parks & Leisure Department Director, Miguel A. Pecador, Purchasing Agent

SUBJECT

Consideration to renew contract FY16-060 with La Flecha Materials, Laredo, Texas, in an amount up to $152,000.00 for the purchase of red top soil and fill dirt for the Parks & Recreation Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the third of four extension periods. All soils will be purchased on an as needed basis. The Parks & Recreation Department will use these soils for the maintenance of its Parks. Funding is available in the Parks & Recreation Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 8/6/18.

BACKGROUND

This contract currently provides the Parks & Leisure Department with red top soil and fill dirt for a twelve month period. There was no price increase during the last extension period. This is the third of four extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year period. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and

contingent upon appropriation of funding therefore.

Current Pricing:

Description	Unit Price/Ton
Red Top Soil Job Site Delivery	$ 28.00
Fill Dirt Job Site Delivery	$ 10.00
Trip surcharge for deliveries (6) cubic yards or less	$ 20.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2019

Bugeted Y/N?: Yes

Source of Funds:

Account #: 10131155521900

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.Funding for this service is available in the Parks & Leisure Department Fund.

Attachments

Contract FY16-060

City of Laredo
Purchasing Division
RENEWAL NOTICE

July 16, 2019

Attn: Enrique

Mr. Juan Molina Jr.
La Flecha Materials
5799 Highway 359
Laredo, Texas 78043

Re: Red Top Soil & Fill Dirt
Contract FY16-060
Extension III

Dear Mr. Molina,

A contract for providing red top soil and fill dirt for the City was awarded to your company on 08/2/16. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the third of four extension periods.

Commodities under contract:

Description	Unit Price
Red Top Soil Job Site Delivery	$ 28.00
Fill Dirt Job Site Delivery	$ 10.00
Trip surcharge for deliveries (6) cu/yds or less	$ 20.00

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador for
Purchasing Agent

Xc: Purchasing File

La Flecha Materials

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: Leonardo Rodriguez.

Print Name: Leonardo Rodriguez.

Date: 7-16-2019.

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

City of Laredo
Purchasing Division

LETTER OF AWARD

August 7, 2018

Mr. Juan Molina Jr.
La Flecha Materials
5799 Highway 359
Laredo, Texas 78043

Re: FY16-060 Red Top Soil & Fill Dirt
Renewal Extension II

Dear Mr. Molina,

This is to inform you that the contract renewal for FY16-060 was approved by City Council on August 6, 2018. The term of this contract shall be for a period of one year. This is the second of four extension periods.

Contract Pricing

Description	Unit Price
Red Top Soil Job Site Delivery	$ 28.00
Fill Dirt Job Site Delivery	$ 10.00
Trip surcharge for deliveries (20) cu/yds or less	$ 20.00

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 08/06/2018
Initiated By: Ramon Chavez, Executive Director of Public Services
Staff Source: Graciela S. Briones, Assistant Parks & Leisure Department Director, Miguel A. Pecador, Purchasing Agent

SUBJECT

Consideration to renew contract FY16-060 with La Flecha Materials, Laredo, Texas, in an amount up to $152,000.00 for the purchase of red top soil and fill dirt for the Parks & Leisure Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the second of four extension periods. There was no price increase during the last extension period. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period. All soils will be purchased on an as needed basis. The Parks & Leisure Department will use these soils for the maintenance of its Parks. Funding is available in the Parks & Leisure Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Awarded a one year contract on 8/1/16.

BACKGROUND

This contract establishes pricing for red top soil and fill dirt used in the maintenance of the city's parks. This is the second of four extension periods. There was no price increase during the last extension period. Staff is recommending that this contract be renewed with La Flecha Materials.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any

renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

Current Pricing:

Description	Est. Qty CU/Yd	Unit Price/Ton	Ext. Total
Red Top Soil Job Site Delivery	4,000	$ 28.00	$ 112,000.00
Fill Dirt Job Site Delivery	4,000	$ 10.00	$ 40,000.00
		Est. Annual Cost	$ 152,000.00
Trip surcharge for deliveries (6) cubic yards or less	$ 20.00		

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2018

Bugeted Y/N?: Yes

Source of Funds:

Account #: 10131155521900

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during

the next fiscal year, this contract becomes null and void.Funding for this service is available in the Parks & Leisure Department Fund.

Attachments

FY16-060 Contract

City of Laredo
Purchasing Division
RENEWAL NOTICE

July 13, 2018

Mr. Juan Molina Jr.
La Flecha Materials
5799 Highway 359
Laredo, Texas 78043

Re: Red Top Soil & Fill Dirt
Contract FY16-060
Extension II

Dear Mr. Molina,

A contract for providing red top soil and fill dirt for the City was awarded to your company on 08/2/16. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the second of four extension periods.

Commodities under contract:

Description	Unit Price
Red Top Soil Job Site Delivery	$ 28.00
Fill Dirt Job Site Delivery	$ 10.00
Trip surcharge for deliveries (6) cu/yds or less	$ 20.00

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

La Flecha Materials

Request a contract extension: YES Not request a contract extension: _____

Authorized Signature: _____

Print Name: JUAN MANUEL MOLINA JR

Date: 07-16-18

City of Laredo
Purchasing Division
RENEWAL NOTICE

July 13, 2018

Mr. Juan Molina Jr.
La Flecha Materials
5799 Highway 359
Laredo, Texas 78043

Re: Red Top Soil & Fill Dirt
Contract FY16-060
Extension II

Dear Mr. Molina,

A contract for providing red top soil and fill dirt for the City was awarded to your company on 08/2/16. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the second of four extension periods.

Commodities under contract:

Description	Unit Price
Red Top Soil Job Site Delivery	$ 28.00
Fill Dirt Job Site Delivery	$ 10.00
Trip surcharge for deliveries (6) cu/yds or less	$ 20.00

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador for
Purchasing Agent

Xc: Purchasing File

La Flecha Materials

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

City of Laredo
Purchasing Division
RENEWAL NOTICE

June 28, 2017

Mr. Juan Molina Jr.
La Flecha Materials
5799 Highway 359
Laredo, Texas 78043

Re: Red Top Soil & Fill Dirt
Contract FY16-060
Extension I

Dear Mr. Molina,

A contract for providing red top soil and fill dirt for the City was awarded to your company on 08/2/16. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of four extension periods.

Commodities under contract:

Description	Unit Price
Red Top Soil Job Site Delivery	$ 28.00
Fill Dirt Job Site Delivery	$ 10.00
Trip surcharge for deliveries (6) cu/yds or less	$ 20.00

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

La Flecha Materials

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

City of Laredo
Purchasing Division

LETTER OF AWARD

August 1, 2017

Mr. Juan Molina Jr.
La Flecha Materials
5799 Highway 359
Laredo, Texas 78043

Re: FY16-060 Red Top Soil & Fill Dirt
Renewal Extension I

Dear Mr. Molina,

This is to inform you that the contract renewal for FY16-060 was approved by the Purchasing Agent on August 1, 2017. The term of this contract shall be for a period of one year. This is the first of four extension periods.

Contract Pricing

Description	Unit Price
Red Top Soil Job Site Delivery	$ 28.00
Fill Dirt Job Site Delivery	$ 10.00
Trip surcharge for deliveries (20) cu/yds or less	$ 20.00

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo

Purchasing Division

RENEWAL NOTICE

June 28, 2017

Mr. Juan Molina Jr.
La Flecha Materials
5799 Highway 359
Laredo, Texas 78043

Re: Red Top Soil & Fill Dirt
Contract FY16-060
Extension I

Dear Mr. Molina,

A contract for providing red top soil and fill dirt for the City was awarded to your company on 08/2/16. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of four extension periods.

Commodities under contract:

Description	Unit Price
Red Top Soil Job Site Delivery	$ 28.00
Fill Dirt Job Site Delivery	$ 10.00
Trip surcharge for deliveries ~~(6)~~ 20 cu/yds or less	$ 20.00

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

La Flecha Materials

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Juan M. Molina, Jr.

Date: 7/28/17

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

City of Laredo
Purchasing Division
LETTER OF AWARD

August 2, 2016

Mr. Juan Molina Jr.
La Flecha Materials
5799 Highway 359
Laredo, Texas 78043

Re: FY16-060 Red Top Soil & Fill Dirt
Approved by City Council August 1, 2016

Dear Mr. Delle,

This is to inform you that contract FY16-060 was approved by the City Council on August 1, 2016. The term of this contract shall be for a period of one year. This contract has four extension periods.

Contract Pricing

Description	Unit Price
Red Top Soil Job Site Delivery	$ 28.00
Fill Dirt Job Site Delivery	$ 10.00
Trip surcharge for deliveries (6) cu/yds or less	$ 20.00

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us.If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 08/01/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Osbaldo Guzman, Parks & Leisure Department Director, Miguel A. Pescador Purchasing Agent

SUBJECT

Consideration to award contract FY16-060 to the sole bidder La Flecha Materials, Laredo, Texas, in an amount up to $152,000.00 for the purchase of red top soil and fill dirt for the Parks & Leisure Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract has four extension periods and may be extended upon mutual agreement. All soils will be purchased on an as needed basis. The Parks & Leisure Department will use these soils for the maintenance of its Parks. Funding is available in the Parks & Leisure Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received one bid for awarding a contract for providing the Parks & Leisure Department with red top soil and fill dirt for a twelve month period. Staff is recommending that this contract be awarded to the sole bidder La Flecha Materials.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract

shall automatically renew for another one year period.

Bid Pricing Summary

Description	Est. Qty CU/Yd	Unit Price/Ton	Ext. Total
Red Top Soil Job Site Delivery	4,000	$ 28.00	$ 112,000.00
Fill Dirt Job Site Delivery	4,000	$ 10.00	$ 40,000.00
		Est. Annual Cost	$ 152,000.00
Trip surcharge for deliveries (6) cubic yards or less	$ 20.00		

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year: 2016

Bugeted Y/N?: Yes

Source of Funds:

Account #: 10131155521900

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.Funding for this service is available in the Parks & Leisure Department Fund.

Attachments

Contract FY16-060

Bid Tabulation
FY16-060 Red Top Soil Fill Dirt - Parks Leisure
July 8, 2016 @ 4:00 PM

Section	Description	Est. Qty Cu/Yd	Fleeha Materials Laredo, TX 78046 Unit Price	Ext. Total
I	Red Top Soil Job Site Delivery	4000	$ 28.00	$ 112,000.00
II	Fill Dirt Job Site Delivery	4000	$ 10.00	$ 40,000.00
				$ 152,000.00
	Trip surcharge for deliveries (6) cu/yds or less		$20.00	

#1 ORIGINAL

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

RED TOP SOIL AND FILL DIRT
VARIOUS DEPARTMENTS

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of red top soil and fill dirt for various City of Laredo Departments.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 7, 2016; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on July 8, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Red Top Soil & Fill Dirt – Various Departments
FY16-060

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Heberto "Beto" L. Ramirez** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Heberto "Beto" L. Ramirez** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the supply red top soil and fill dirt for various City of Laredo Departments. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on July 7, 2016** and all bids received will be opened and read publicly on **July 8, 2016 at 4:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Red Top Soil & Fill Dirt – Various Departments
FY16-060

Bids are to be mailed:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 14th DAY OF JUNE 2016.

Jeffany K. Frankelin for:
Heberto "Beto" L. Ramirez
Acting City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code. A primary and secondary vendor will be selected.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Invoices must include the scale ticket of all loads from a Certified Scale in order to get processed for payment. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Formal Invitation for Bids
Red Top Soil & Fill Dirt

14.0 Scope of Work

The City of Laredo is requesting bids for awarding an annual contract for the supply of dirt for various City of Laredo Departments. The needs of the City shall govern the amount of services requested by the City during contract period. The City is requesting bids for the following material:

Red Top Soil Dirt
Fill Dirt

14.1 All questions for this bid shall be submitted in writing or by email no later than, June 23, 2016 to:

Enrique Aldape III, Administrative Assistant
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

15.0 General Conditions

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

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

15.4 The successful vendor must comply with all the insurance requirements described in section 12.0 of these specifications.

15.5 Bid pricing must be F.O.B, no delivery charges to various City department locations. The City shall order a minimum of six (6) yards per order.

15.6 A purchase order will be issued for each City department authorized to place orders against this annual contract. The vendor must have a purchase order before making any delivery.

16.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

16.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

16.2 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

17.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. A primary and secondary vendor will be awarded this contract.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

17.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

18.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases.

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

19.0 Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach the secondary vendor or vendors until the primary vendor can resume or start delivering materials.

Bidder's business hours: From: 7 a.m. to 6 p.m.

Days of week: MONDAY THRU SATURDAY

20.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties

21.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) FLECHA MATERIALS, INC.

Signature of person authorized to sign bid Juan Manuel Molina Date 06-28-16

Print Name of person authorized to sign bid JUAN MANUEL MOLINA JR.

Title: PRESIDENT

Business Address: 5799 HWY 359

City, State, Zip Code: LAREDO, TEXAS 78043

Telephone Number: (956) 725-3739 Fax Number: (956) 796-0612

Contact Person Email Address: leonie molina @ AOL.COM

Federal Tax ID Number: 20-2141404

Bidders Principal/Corporate Place of Business Address: 5799 HWY 359 LAREDO, TX 78046

Indicated Status of Business:

Corporation ✓ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 16 YEARS.

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☑

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

23.0 Tab B Price Schedule

Section	Description	Est. Qty.	Unit Price/CYD	Extended Total
I	Red Top Soil Job Site Delivery	4,000 cubic yards/year	$ 28.00	$ 112,000.00
II	Fill Dirt Job Site Delivery	4,000 cubic yards/year	$ 10.00	$ 40,000.00
			Grand Total	$ 152,000.00

Trip surcharge for deliveries of six (6) cubic yards or less $ 20.00

The contractor will be penalized at the rate of $10.00 / hour per cubic yard for each hour that delivery to job site is delayed. Time will begin to incur 30 minutes after the scheduled delivery time.

Contractors Hours of Operation

Bidder's business hours: From: 7 a.m. to 6 p.m.

Days of week: MONDAY THRU SATURDAY

Company Name: FLECHA MATERIALS, INC.

Owner/President Name: JUAN MANUEL MOLINA JR

Company Address: 5799 HWY 359 LAREDO, TX 78046

City, State, Zip Code: LAREDO, TEXAS 78046

Company Authorized Representative's Signature: Juan Molina

Company Representative's Name: JUAN MANUEL MOLINA JR.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

24.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

☑ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Juan Manuel Molina Jr. | Signature | 06-28-16

Name | Signature | Date

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity | Date

25.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Juan Manuel Molina Jr.
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 27th day of June 2016.

Rosa Monica Gonzalez
Notary Public

My commission expires:

8-28-17

ROSA MONICA GONZALEZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 8-28-2017

26.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a ☑ New Submission or ☐ Correction or ☐ Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First: JUAN M.I. M Last: MOLINA Suffix: JR.

***2. Contract Information.**

a) Contract or project name: BID FY 16-060

b) Originating department: CITY OF LAREDO PURCHASING DIVISION

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

FLECHA MATERIALS, INC.

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☑ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
☐ Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract.**

☑ Not applicable. No subcontractors will be retained for this contract.
☐ Subcontractors may be retained, but have not been selected at the time of this submission.
☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

☑ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/ officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☑ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ **List of contributors:**

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☑ I am not aware of any conflict(s) of interest issues under Section 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(s) of interest:

***Acknowledgements**

☐ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☑ **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☑ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☑ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: JUAN MANUEL MOLINA JR Title: PRESIDENT

Company Name or DBA: FLECHA MATERIALS, INC. **Date:** 6-28-16

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

27.0 Tab F

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

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

FLECHA MATERIALS, INC. LAREDO, TX USA

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

CITY OF LAREDO

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 goods or services to be provided under the contract.**

FY16-060

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☑

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

ROSA MONICA GONZALEZ NOTARY PUBLIC STATE OF TEXAS FILED 8-28-2017

Sworn to and subscribed before me, by the said Juan Manuel Nolina Jr. this the 27th day of August, to certify which, witness my hand and seal of office.

Rosa Monica Gonzalez — Rosa Monica Gonzalez — Notary Public

Signature of officer administering oath — Printed name of officer administering oath — Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission — www.ethics.state.tx.us — Adopted 10/5/2015

28.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 7, 2016; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on July 8, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Red Top Soil & Fill Dirt - Various Departments
FY16-060

Bids are to be mailed: City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Ideuha Materials, Inc.
1719 Guadalupe St. PMB008
Laredo, Texas 78043

#1

RECEIVED
2016 JUN 29 PM 2:29

City of Laredo - City Secretary
c/o Roberto "Beto" R. Ramirez
City Hall - Third Floor
1110 Houston
Laredo, Texas 78040

Bid : FY16-060

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

RED TOP SOIL AND FILL DIRT
VARIOUS DEPARTMENTS

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of red top soil and fill dirt for various City of Laredo Departments.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 7, 2016; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on July 8, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Red Top Soil & Fill Dirt – Various Departments
FY16-060

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Heberto "Beto" L. Ramirez** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Heberto "Beto" L. Ramirez** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the supply red top soil and fill dirt for various City of Laredo Departments. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on July 7, 2016** and all bids received will be **opened** and read publicly on **July 8, 2016 at 4:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Red Top Soil & Fill Dirt – Various Departments
FY16-060

Bids are to be mailed:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 14th DAY OF JUNE 2016.

Jiffany K. Franklin for:
Heberto "Beto" L. Ramirez
Acting City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code. A primary and secondary vendor will be selected.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Invoices must include the scale ticket of all loads from a Certified Scale in order to get processed for payment. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
   1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
   2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Formal Invitation for Bids
Red Top Soil & Fill Dirt

14.0 Scope of Work

The City of Laredo is requesting bids for awarding an annual contract for the supply of dirt for various City of Laredo Departments. The needs of the City shall govern the amount of services requested by the City during contract period. The City is requesting bids for the following material:

Red Top Soil Dirt
Fill Dirt

14.1 All questions for this bid shall be submitted in writing or by email no later than, June 23, 2016 to:

Enrique Aldape III, Administrative Assistant
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

15.0 General Conditions

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

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

15.4 The successful vendor must comply with all the insurance requirements described in section 12.0 of these specifications.

15.5 Bid pricing must be F.O.B, no delivery charges to various City department locations. The City shall order a minimum of six (6) yards per order.

15.6 A purchase order will be issued for each City department authorized to place orders against this annual contract. The vendor must have a purchase order before making any delivery.

16.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

16.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

16.2 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

17.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. A primary and secondary vendor will be awarded this contract.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

17.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

18.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases.

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

19.0 Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach the secondary vendor or vendors until the primary vendor can resume or start delivering materials.

Bidder's business hours: From: _____a.m. to _____p.m.

Days of week: _____

20.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties

21.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No. If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

23.0 Tab B Price Schedule

Section	Description	Est. Qty.	Unit Price/CYD	Extended Total
I	Red Top Soil Job Site Delivery	4,000 cubic yards/year	$	$
II	Fill Dirt Job Site Delivery	4,000 cubic yards/year	$	$
			Grand Total	$

Trip surcharge for deliveries of six (6) cubic yards or less $ _____

The contractor will be penalized at the rate of $10.00 / hour per cubic yard for each hour that delivery to job site is delayed. Time will begin to incur 30 minutes after the scheduled delivery time.

Contractors Hours of Operation

Bidder's business hours: From: _____a.m. to _____p.m.

Days of week: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

24.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

☐ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name _____ Signature _____ Date _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

_____ _____
Signature of person doing business with the governmental entity Date

25.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

_____
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this_____day of_____20_____.

_____
Notary Public

My commission expires:

_____

26.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a __ New Submission or __ Correction or __ Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First: _____ M.I. ____ Last: _____ Suffix: _____

***2. Contract Information.**

a) Contract or project name: _____

b) Originating department: _____

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question #3.**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
☐ Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract.**

☐ Not applicable. No subcontractors will be retained for this contract.
☐ Subcontractors may be retained, but have not been selected at the time of this submission.
☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

☐ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☐ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ **List of contributors:**

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☐ I am not aware of any conflict(s) of interest issues under Section 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(s) of interest:

***Acknowledgements**

☐ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☐ **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☐I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☐I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: _____ **Title:** _____

Company Name or DBA:_____ **Date:** _____

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

27.0 Tab F

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

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

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 goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

28.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 7, 2016; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on July 8, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Red Top Soil & Fill Dirt - Various Departments
FY16-060

Bids are to be mailed: City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Parks & Leisure **b.**

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Graciela S. Briones, Assistant Parks & Leisure Department Director, Miguel A. Pesador, Purchasing Agent

---

SUBJECT

Consideration to award annual service/supply contract FY19-081 for the repairs/replacement/new installation of shades for the Parks & Recreation Department to the following vendors:

1. Impression Design, Laredo, Texas, in an amount up to $300,000.00 (Primary Vendor); and
2. RIYED Enterprises, Laredo, Texas in an amount up to $100,000.00 (Secondary Vendor).

All services will be secured on an as needed basis. This contract establishes a percentage discount on original manufacturer shades and a labor rate for these services. The City of Laredo Purchasing Department shall obtain quotes from the primary and secondary vendor for all estimated projects that exceed $7,000.00. The City of Laredo may add additional locations or departments for the replacement/repair/new installation of shades throughout the contract period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods each upon mutual agreement of the parties. Funding is available in the Parks Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received two bids through Cit-E-Bid for repairs/replacement/new installation of shades for the Parks & Leisure Department. This contract establishes a percentage discount on original equipment manufacturer shades and a labor rate these services. Although RIYED has a lower labor rate, their past city projects have exceed the completion deadlines. This bid was evaluated using a Best Value criteria of rates &

fees, history & references, and project completion (working days). Staff is recommending that Impression Design be the primary vendor and RIYED Enterprises be the secondary vendor.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Evaluation Criteria	Weighted%
Rates & Fees	50%
Prior History	30%
Estimated Project Completion	20%
Evaluation Scores	
Impression Design	90
RIYED Enterprises	77

Summary of Bid Pricing:

	Impression Design Laredo, Texas	RIYED Enterprises Laredo, Texas
Discount Offered	3%	5%
Shade Identification	Coolaroo	Coolaroo
Labor Rate for Services: Standard Hourly Rate Premium or Overtime Rate	 $ 49.99/Hour $ 98.50/Hour	 $ 37.00/Hour $ 55.00/Hour
Estimated Completion (Working Days)	10 Days	10 Days

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	10131155532010
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	10131185532010
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Attachments

Bid Tab FY19-081
FY19-081 Contracts

						RIYED ENTERPRISES L.L.C.		Impression Design Inc.	
						Total Price	$92.00	Total Price	$148.49
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended
1	Installation Cost of New Shade or Repair/Replacement of Shade			1	Section	**$92.00**	$92.00	$148.49	$148.49
1.1	Percent of discount offered on materials.			1	% Discount	**5%**		**3%**	
1.2	Labor Rate for Services as per specification 19.7 Standard Rate			1	Hourly Labor Rate	**$37.00**		$49.99	
1.3	Labor Rate for Services as per specification 19.8 Premium Rate			1	Hourly Labor Rate	**$55.00**		$98.50	
2	Estimated Project Completion date.			1	Section				
2.1	Estimated project completion date upon receipt of a purchase order. Failure to input an estimated number of working days will result in a "0" in the evaluation scoring.			1	Working Days	**10**		**10**	

Line #
1
1.1
1.2
1.3
2
2.1

FY19-081 Shade Repairs & Replacement
Impression Design Inc.
Supplier Response

Event Information

Number: FY19-081 Shade Repairs & Replacement
Title: FY19-081 Shade Repairs & Replacement
Type: Request For Bid
Issue Date: 6/13/2019
Deadline: 7/10/2019 05:00 PM (CT)
Notes: **Prior History & References**
Provide specific references for at least three customers (preferably public entities), including customers served by the firm's nearest office to the City. They should be of similar size, complexity and magnitude to the City. If your company is submitting through Cit-E-Bid, this document will need to be uploaded. Failure to provide these references will result in a "0" in the evaluation scoring.

Contact Information

Contact: Enrique Aldape III
Address: 5512 Thomas Avenue
Purchasing Division
Public Works Service Center
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Impression Design Inc. Information

Contact: Nubia Davila
Address: 207 E. San Carlos #4
Laredo, TX 78041
Phone: (956) 220-2516
Email: nubia@impressiondesigninc.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Zulema Ortiz
Signature

nubia@impressionsdesigninc.com
Email

Submitted at 7/10/2019 2:40:00 PM

Response Attachments

FY19-078 Impressions Design Inc.pdf

notes from vendor and pictures

Bid Attributes

1 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

2 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

Impressions Design Inc.

3 State how long under has the business been in its present business name

31 years

4 If applicable, list all other names under which the Business identified above operated in the last five years

N/A

5 State if the Company is a certified minority business enterprise

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6 Questions Part 1

1) Is any litigation pending against the Business?
2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?
3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting?
4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?
5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

NO, NO, NO, NO, NO

7 Questions Part 2

1) Is the Business in arrears in any contract or debt?
2) Has the Business been a defaulter, as a principal, surety, or otherwise?
3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

NO, NO, NO

8 State if the Company is a certified minority business enterprise

Disadvantaged Business Enterprise (DBE)

9 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.
Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.
The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.
The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.
The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:
1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

10 **Conflict of Intererst Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity.
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

12 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

13 **This is a**

New Submission

14 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Nubia C. Davila

15 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

Shades Repair & Replacement
Parks & Leisure Department

16 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Nubia C. Davila
Impressions Design, Inc.

17 **Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

18 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

not applicable

19 **Question 5. List any individuals or entitites that will be subcontractors on this contract**

Not Applicable

20 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

21 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

22 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

23 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner of officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

24 **Question 7. Disclosure of policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

25 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

26 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

27 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

28 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section

29 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I have acknowledge that I have been advised

31 **Question 11. Oath**

Please complete in this section the required information for your company:
1) Name
2) Title
3) Company or DBA
4) Date

Nubia C. Davila
President
Impressions Design Inc. 7/10/2019

32 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

I swear or affirm information is correct

33 **Company Information Questionnaire**

I have completed this section

34 **Conflict of Interest Questionnaire**

I have completed this section

35 **Discretionary Contracts Disclosure**

I have completed this section

36 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees

because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.
5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.
8.0 BIDDER DISCOUNTS
(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.
9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
10.0 AWARD OF CONTRACT (a) This contract will be awarded to two vendors who provide the Best Value for the city based on the evaluation factors listed this request for bid, in accordance to the provisions of the State of Texas - Local Government Code. The City reserves the right to accept any item or group of items in the bid specifications, unless the Vendor qualifies its bid by specific limitation. Proof: The vendor shall bear the burden of proof compliance with the City of Laredo specifications. There will be a primary and secondary for this contract.
(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the

successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

I Agree to the Terms and Conditions

37 **Insurance Terms and Conditions**

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.
(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.
(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.
(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.
Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.
(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets minumum requirements

Bid Lines

1 **Package Header**

Installation Cost of New Shade or Repair/Replacement of Shade

Quantity: 1 UOM: Section Total: $148.49

Package Items

1.1 Percent of discount offered on materials.

Quantity: 1 UOM: % Discount Total: 3%

1.2 Labor Rate for Services as per specification 19.7 Standard Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $49.99 Total: $49.99

1.3 Labor Rate for Services as per specification 19.8 Premium Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $98.50 Total: $98.50

2 Package Header

Estimated Project Completion date.

Quantity: 1 UOM: Section Total: *No response*

Package Items

2.1 Estimated project completion date upon receipt of a purchase order. Failure to input an estimated number of working days will result in a "0" in the evaluation scoring.

Quantity: 1 UOM: Working Days Price: *No response* Total: *No response*

Supplier Notes: medium shades new - 4 weeks each; small shades new - 2 weeks each; large shades new - 8 weeks each; Repairs = respond in 24 hours; Fix = less than 1 week.

Response Total: $148.49

27.0 Price Schedule

27.1 Installation of New Shade or Repair/Replacement of Shade

Percent of discount offered on materials	3 %
Shade identification (Mfr.)	COOLSCOO SYNTHESIS 95 FABRIC SHADE OR EQUAL GALVANIZED CABLE & HARDWARE.
Labor Rate for Services (Refer to 19.7 & 19.8)	$ 49.99 Per/Hour (Standard Rate) $ 98.50 Per/Hour (Premium Rate)

******Cost for signed and sealed engineering plans shall be included in the vendors cost*****

28.0 Prior History & References

Provide specific references for at least three customers (preferably public entities), including customers served by the firm's nearest office to the City. They should be of similar size, complexity and magnitude to the City. If your company is submitting through Cit-E-Bid, this document will need to be uploaded. Failure to provide these references will result in a "0" in the evaluation scoring.

Address: 5401 Cisneros St. - Lanza Vista Basketball shade
Contact: Graciela Briones - gbriones@ci.laredo.tx.us
Phone Number: 956-795-2350
Services provided: Design, Fabrication & Installation new shade 54'x100'x21'
Date of Service: 1-16-19 City of Laredo - Parks & Recreation.

Address: 2400 San Bernardo - L.I.S.D Swimming pool
Contact: Mr. Rene Cortez Jr. - cortes@leycon.net
Phone Number: 956-237-8591
Services provided: Fabrication & Installation shade @ Cuellar Moreno Swimpool
Date of Service: 1-18-19

Address: 1510 Chicago - Farias Elementary School
Contact: Norma Martinez - nmartinez@ci.laredo.Tx.us
Phone Number: 956-795-5713 Community Development - City of Laredo
Services provided: (2) New frames & fabrics 35'x45'x10'
Date of Service: 6-20-19

29.0 Estimated project completion date upon receipt of a purchase order. Failure to input an estimated number of working days will result in a "0" in the evaluation scoring. medium shades new - 4 weeks each

(Working Days) small shades new - 2 weeks each
large shades new - 8 weeks each

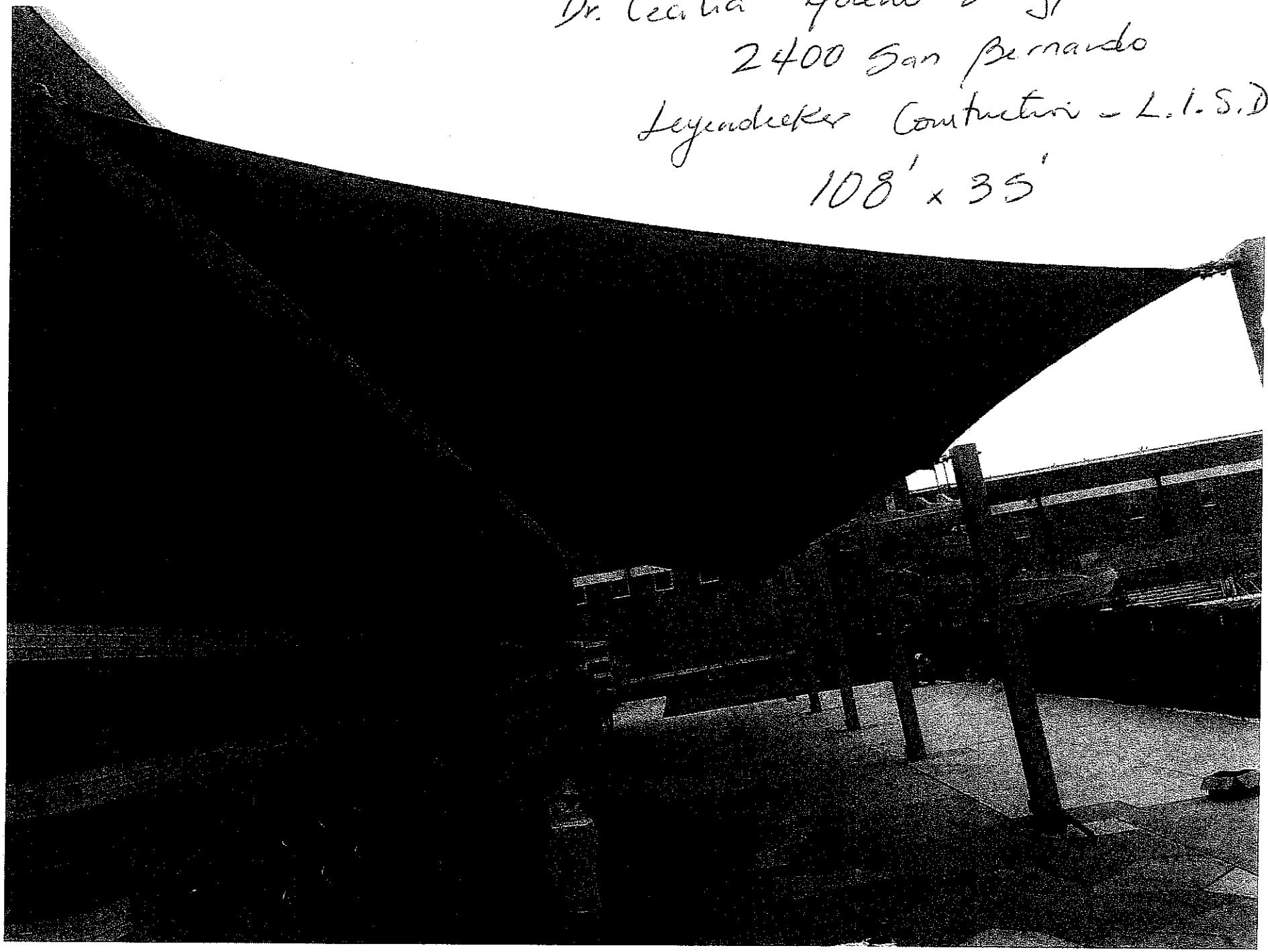
Repairs = respond in 24 hours - Fix = less than 1 week.

Dr. Cecilia Moreno Swimpool Shade

2400 San Bernardo

Leyendecker Construction - L.I.S.D.

108' x 35'



1-18-19

27.0 Price Schedule

27.1 Installation of New Shade or Repair/Replacement of Shade

Percent of discount offered on materials	3 %
Shade identification (Mfr.)	COOLAROO SYNTHESIS 95 FABRIC SHADE OR EQUAL GALVANIZED CABLE & HARDWARE.
Labor Rate for Services (Refer to 19.7 & 19.8)	$ 49.99 Per/Hour (Standard Rate) $ 98.50 Per/Hour (Premium Rate)

******Cost for signed and sealed engineering plans shall be included in the vendors cost*****

28.0 Prior History & References

Provide specific references for at least three customers (preferably public entities), including customers served by the firm's nearest office to the City. They should be of similar size, complexity and magnitude to the City. If your company is submitting through Cit-E-Bid, this document will need to be uploaded. Failure to provide these references will result in a "0" in the evaluation scoring.

Address: 5401 Cisneros St. - Vista Basketball shade
Contact: Graciela Briones - gbriones@ci.laredo.tx.us
Phone Number: 956-795-2350
Services provided: Design, Fabrication & Installation new shade 54'x100'x21'
Date of Service: 1-16-19 City of Laredo - Parks & Recreation.

Address: 2400 San Bernardo - L.I.S.D Swimming pool
Contact: Mr. Rene Cortez Jr. - cortes@Leycon.net
Phone Number: 956-237-8591
Services provided: Fabrication & Installation shade @ Cecilia Moreno Swimpool
Date of Service: 1-18-19

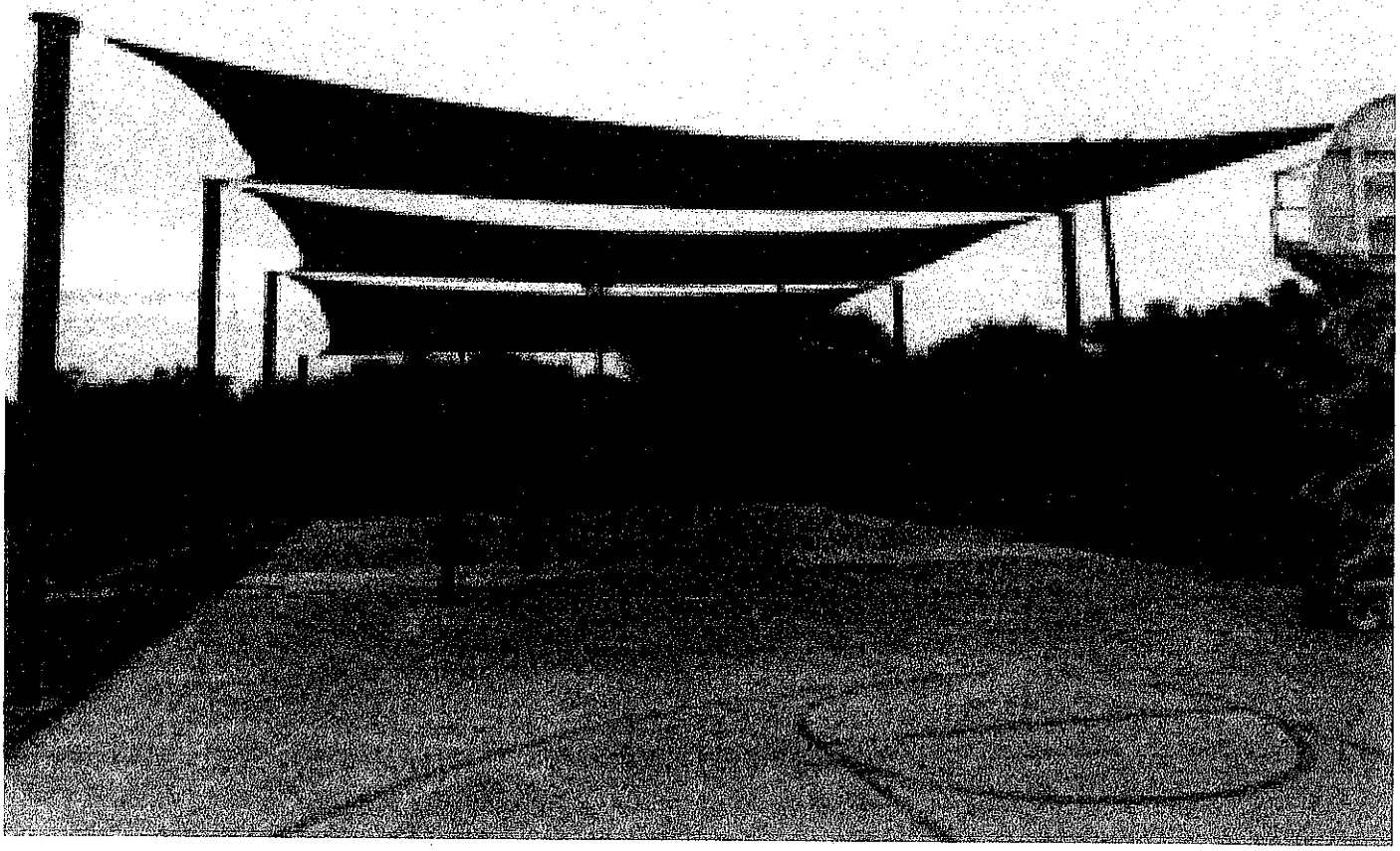
Address: 1510 Chicago - Farias Elementary School
Contact: Norma Martinez - nmartinez@ci.laredo.Tx.us
Phone Number: 956-795-5713 Community Development. City of Laredo
Services provided: (2) New frames & fabrics 35'x45'x10'
Date of Service: 6-20-19

29.0 Estimated project completion date upon receipt of a purchase order. Failure to input an estimated number of working days will result in a "0" in the evaluation scoring. medium shade new - 4 weeks each

(Working Days) small shades new - 2 weeks each
large shades new - 8 weeks each

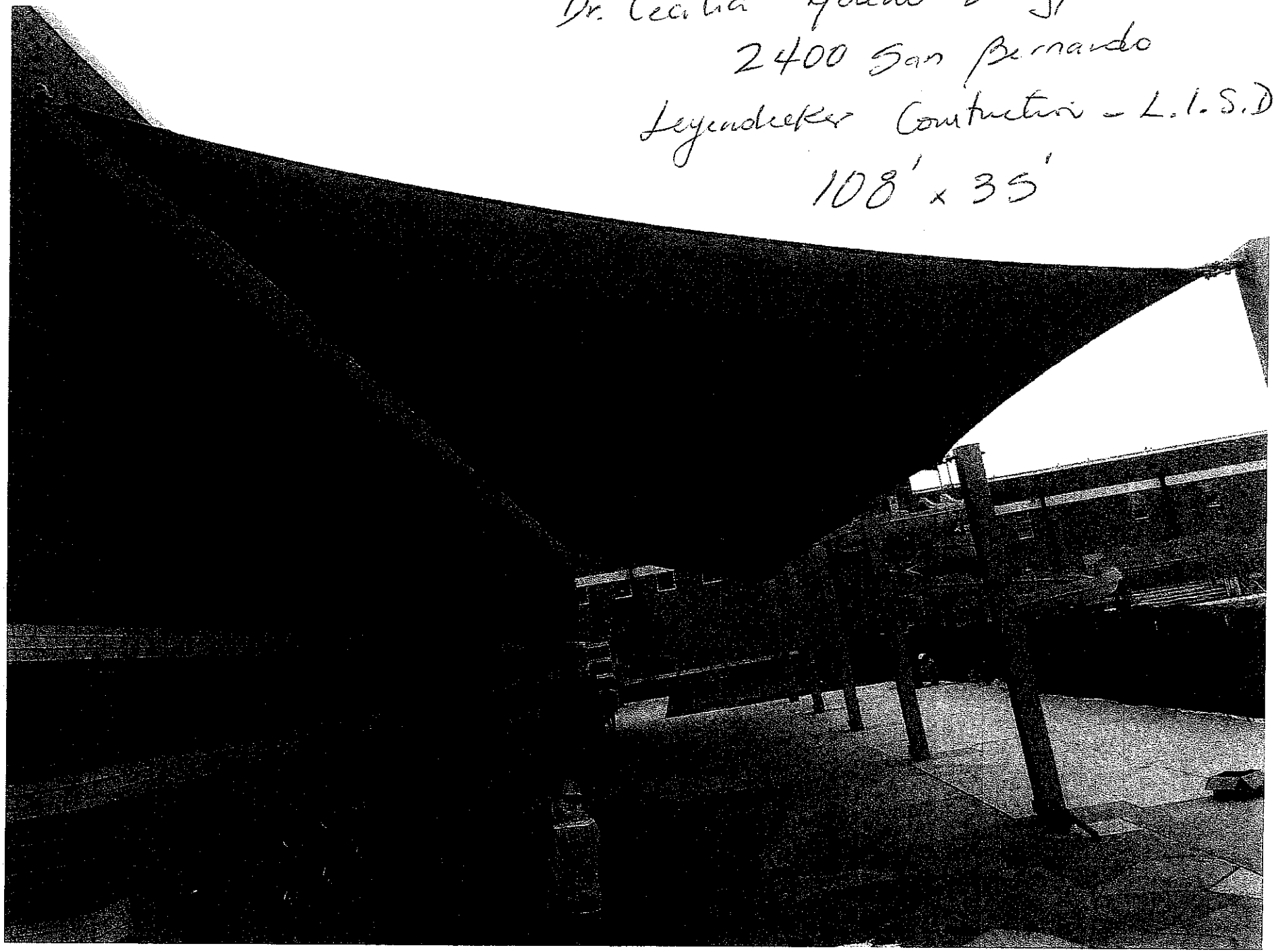
Repairs = respond in 24 hours - Fix = less than 1 week.

1-16-19



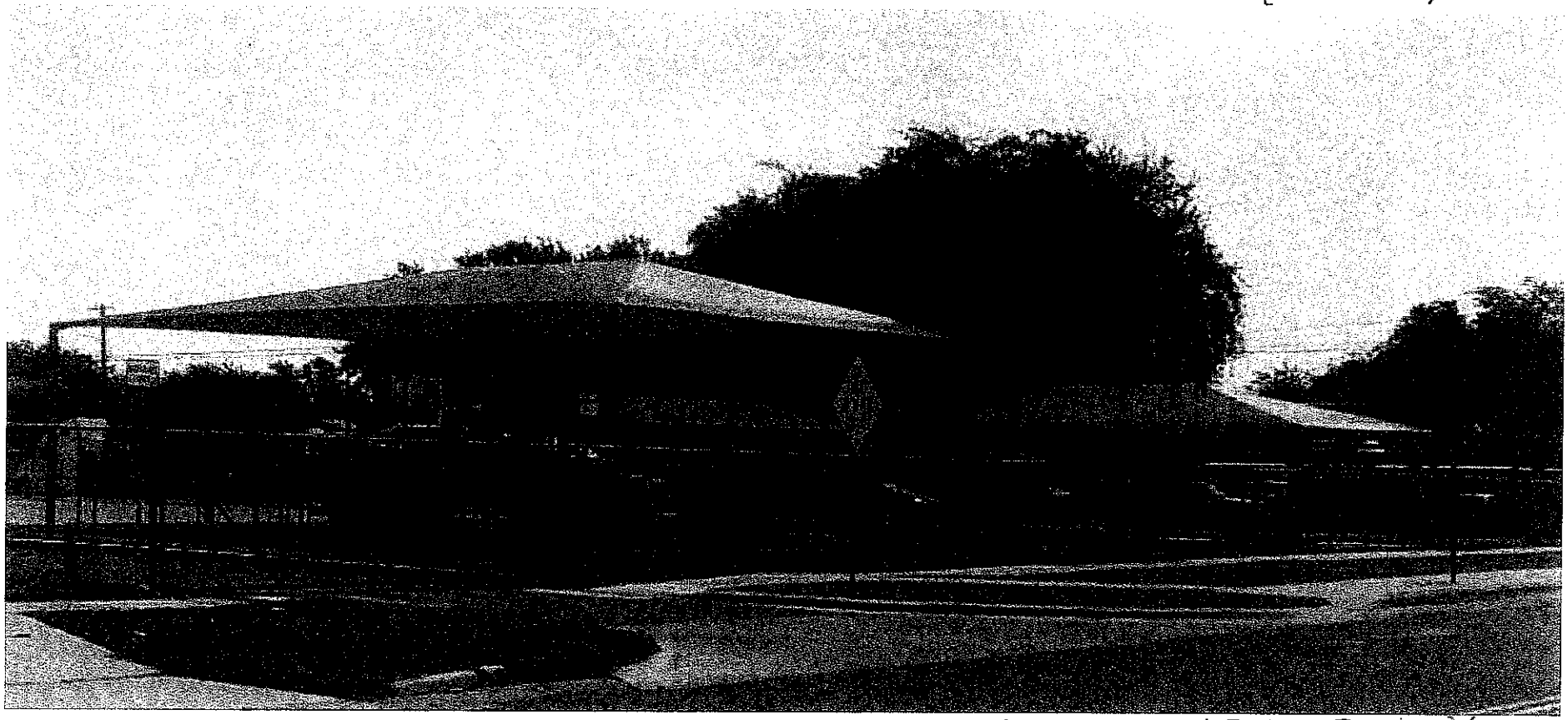
- LAKE VISTA BASKETBALL -
"SHADE"
54' x 100'
City of Laredo - Parks & Leisure.

Dr. Cecilia Moreno Swimpool Shade
2400 San Bernardo
Legendeker Contractor - L.I.S.D.
108' x 35'



1-18-19

6-20-19



FSEIDS ELEMENTARY SCHOOL

"SHADES"

(2) 42' x 35' x 8' + 12'

FY19-081 Shade Repairs & Replacement

RIYED ENTERPRISES L.L.C.

Supplier Response

Event Information

Number: FY19-081 Shade Repairs & Replacement
Title: FY19-081 Shade Repairs & Replacement
Type: Request For Bid
Issue Date: 6/13/2019
Deadline: 7/10/2019 05:00 PM (CT)
Notes: **Prior History & References**
Provide specific references for at least three customers (preferably public entities), including customers served by the firm's nearest office to the City. They should be of similar size, complexity and magnitude to the City. If your company is submitting through Cit-E-Bid, this document will need to be uploaded. Failure to provide these references will result in a "0" in the evaluation scoring.

Contact Information

Contact: Enrique Aldape III
Address: 5512 Thomas Avenue
Purchasing Division
Public Works Service Center
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

RIYED ENTERPRISES L.L.C. Information

Contact: OSCAR R GARCIA
Address: 8370 SAN GABRIEL SUITE A
LAREDO, TX 78045
Phone: (956) 724-4969
Fax: (480) 247-4226
Email: oscar@riyed.com

By submitting your response, you certify that you are authorized to represent and bind your company.

OSCAR R GARCIA
Signature

OSCAR@RIYED.COM
Email

Submitted at 7/10/2019 4:01:14 AM

Bid Attributes

1 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

2 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

RIYED ENTERPRISES LLC 956-724-4969 OSCAR R GARCIA

3 State how long under has the business been in its present business name

19 YEARS

4 If applicable, list all other names under which the Business identified above operated in the last five years

NO APPLICABLE

5 State if the Company is a certified minority business enterprise

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6 Questions Part 1

1) Is any litigation pending against the Business?
2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?
3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting?
4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?
5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

NO APPLICABLE

7 Questions Part 2

1) Is the Business in arrears in any contract or debt?
2) Has the Business been a defaulter, as a principal, surety, or otherwise?
3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

NO APPLICABLE

8 State if the Company is a certified minority business enterprise

Historically Underutilized Business (HUB)

9 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

10 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity.
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

12 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

13 **This is a**

New Submission

14 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Not Applicable

15 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

NO APPLICABLE

16 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

NOT APPLICABLE

17 **Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

18 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

NO APPLICABLE

19 **Question 5. List any individuals or entitites that will be subcontractors on this contract**

Not Applicable

20 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

21 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

22 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

NO APPLICABLE

23 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner of officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

24 **Question 7. Disclosure of policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

NO APPLICABLE

25 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

26 **Question 8. Discloure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

27 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

NO APPLICABLE

28 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section

29 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I have acknowledge that I have been advised

31 **Question 11. Oath**

Please complete in this section the required information for your company:
1) Name
2) Title
3) Company or DBA
4) Date

OSCAR R GARCIA
PRESIDENT
RIYED ENTERPRISES LLC
07/10/2019

32 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

I swear or affirm information is correct

33 **Company Information Questionnaire**

I have completed this section

34 **Conflict of Interest Questionnaire**

I have completed this section

35 **Discretionary Contracts Disclosure**

I have completed this section

36 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit

bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.
3.0 SUBMISSION OF BIDS
(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.
5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid

deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This contract will be awarded to two vendors who provide the Best Value for the city based on the evaluation factors listed this request for bid, in accordance to the provisions of the State of Texas - Local Government Code. The City reserves the right to accept any item or group of items in the bid specifications, unless the Vendor qualifies its bid by specific limitation. Proof: The vendor shall bear the burden of proof compliance with the City of Laredo specifications. There will be a primary and secondary for this contract.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified

in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

I Agree to the Terms and Conditions

37 **Insurance Terms and Conditions**

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.
(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.
(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.
(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.
Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.
(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets minumum requirements

Bid Lines

1 **Package Header**

Installation Cost of New Shade or Repair/Replacement of Shade

Quantity: 1 UOM: Section Total: $92.00

Supplier Notes: fabric Commercial 95 Coolaroo 5 Year warranty, Metal vendors Laredo Discount Metal, Long Star Steel.
Our customers reference: UISD Mr. Miguel Cardenas Facilities Officer 956-473-7958, LISD 956-273-1000, United Day School Mrs. Torres 956-723-7261

Package Items

1.1 Percent of discount offered on materials.

Quantity: 1 UOM: % Discount Total: 5%

1.2 Labor Rate for Services as per specification 19.7
Standard Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $37.00 Total: $37.00

1.3 Labor Rate for Services as per specification 19.8
Premium Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $55.00 Total: $55.00

2 Package Header

Estimated Project Completion date.

Quantity: 1 UOM: Section Total: $10.00

Package Items

2.1 Estimated project completion date upon receipt of a purchase order. Failure to input an estimated number of working days will result in a "0" in the evaluation scoring.

Quantity: 1 UOM: Working Days Price: $10.00 Total: $10.00

Response Total: $102.00

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

SHADE REPAIRS & REPLACEMENT
PARKS & LEISURE DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for providing repairs/replacement and installation of new shades for the City of Laredo Parks & Leisure Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Handheld bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 10, 2019; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on July 11, 2019.**

Handheld bids are to be submitted in a sealed envelope clearly marked:

Bid: Shade Repairs & Replacement – Parks & Leisure Services Department
FY19-081

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A

bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) *ANNUAL SUPPLY/SERVICE CONTRACTS*: This contract does not commit the City to purchase the quantities indicated.

The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded** to two vendors who provide the **Best Value** for the city based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code. The City reserves the right to accept any item or group of items in the bid specifications, unless the Vendor qualifies its bid by specific limitation. Proof: The vendor shall bear the burden of proof of compliance with the City of Laredo specifications. **There will be a primary and secondary vendor for this contract.**

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from

the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

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.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, 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. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Formal Invitation for Bids
Shade Repairs & Replacement
Parks & Leisure Department

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a contract for the installation of new shades or shade repairs/shade replacement for various City Parks. In the event of expansion of the City of Laredo future locations (parks) may be added in as a part of this contract and shall be subject to the same terms of agreement. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 All questions for this bid shall be submitted in writing or by email no later than, June 26, 2019 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Title	Phone#	Email
Graciela S. Briones	Assistant Parks Dept. Director	(956) 795-2350	gbriones@ci.laredo.tx.us
Leydiana Martinez	Administrative Secretary	(956) 795-2350	lmartinez@ci.laredo.tx.us

15.3 Current locations:

Park Name	Location
El Eden Park	4735 Loma Vista Dr
Independence Hills Park	1102 N. Merida
Benavides Softball Complex	600 Bartlett
Cheyenne Park	3900 Bear Claw
Circle Drive Park	1522 Circle Drive
Mario Tijerina Park	3200 Saltillo
Santa Fe Park	510 Canones
Seven Flags Park	1508 Montgomery
Vista Nueva Park	501 Pinto Circle
Cecilia Moreno Park	Lyon & Zacate Creek
Zacate Creek Linear Park	San Enrique, San Leonardo & Bruni @ Zacate Creek
Del Mar Pool	218 W. Del Mar Boulevard
Three Points Pool	2200 Cortez Street
North Central Pool	10202 International Boulevard
Inner City Pool	202 W. Plum Street
C. Moreno Splash Park	319 W. Lyon
Farias Splash Park	1600 Ortiz
Market Splash Park	1300 Market
Father McNaboe Splash Park	102 Zebu Ct.
Santa Fe Splash Park	510 Canyon

15.3.1 Vendors are strongly encouraged to visit each park.

15.3.2 In the event of expansion of the City of Laredo future locations (parks) may be added in as a part of this contract and shall be subject to the same terms of agreement.

16.0 General Conditions:

16.1 Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the requested specifications. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

16.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

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

16.3.1 Vendor will be responsible for providing all safety warning signs advising the public of work in progress.

16.3.2 Vendor shall provide all supervision, labor, materials and equipment necessary to complete the services.

16.3.3 The vendor shall advise and coordinate the project with the Laredo Parks & Leisure Services as to hours and scheduling of work to be done.

16.3.4 The vendor shall be required to guarantee it's workmanship to the full satisfaction of the City of Laredo. Any work deemed unsatisfactory shall be redone at no additional cost to the City.

16.3.5 The vendor shall dispose of all spent material, clean working areas, and re-install all equipment material that was temporarily moved prior to final services inspection at no additional expense to the city.

16.3.6 Vendor will be responsible for securing all necessary City/State permits and paying any fees for the disposal of disregarded materials at no additional cost to the City. Once a project is awarded to the contract vendor, the contract vendor shall submit their signed and sealed engineering plans to the City in order to obtain the building permit. **Cost for signed and sealed engineering plans shall be included in the vendors cost.**

17.0 General Requirements

17.1 Allowances for special freight charge will be acceptable only when expedited delivery is approved by the City of Laredo Parks Department and must be disclosed on the formal quote submitted to the department. The contract number must be stated on the quote.

17.2 Repairs will be ordered during regular working hours Monday through Sunday.

17.3 This contract will be awarded to a primary and secondary vendor. The City of Laredo Purchasing Department shall obtain quotes from the primary and secondary vendor for all quotes that exceed $ 7,000.00.

17.4 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

17.5 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure repair services from other sources.

17.6 Vendor must have a contract purchase order before making any repair, replacement, or new installation.

17.7 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.

17.8 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

17.9 All subject shade price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

17.10 All shades used in complying with this contract must be equal to or better than the original shade.

17.11 Refer to 15.3 for the location of current parks.

17.12 Fabric: Coolaroo Fabric or approved equal.

17.13 Warranty: Minimum one year workmanship and four years on the fabric.

17.14 The awarded vendor shall provide all the material, labor, and equipment needed for the installation of a new sunshade or repair/replacement sunshade.

18.0 Scope of Services

The selected vendors shall have the ability to perform and carry out in a professional manner the services necessary to complete the assigned projects. At a minimum, this work shall include:

18.1 The vendor shall provide all pre-construction designs. (New shade installation)

18.2 The vendor shall provide all necessary testing of existing underground soil conditions. (New shade installation)

18.3 The vendor provide layout for all posts which must be installed on engineered foundations. (New shade installation)

18.4 The vendor shall provide all removal and relocation of necessary playground equipment structures in order to accommodate proposed design. (New shade installation)

18.5 The vendor shall be responsible for all safety measures for the site from the time the Notice to Proceed is issued until the City accepts the finished project in writing.

18.6 The vendor shall be responsible for obtaining all necessary permits and following all Federal, State, and local requirements, standards, regulations and codes for all work under this contract.

18.7 The vendor shall furnish at their own expense, all supervision, equipment, machines, tools, materials, labor, transportation and other facilities and services necessary to perform work specified herein.

18.8 The vendor shall be responsible for unpacking, uncrating, assembling and placing materials at jobsite.

18.9 The vendor shall ensure that all installers are qualified to install shade structure as per manufacturer's specifications. Certification may be made readily available for inspection by the City of Laredo Parks & Leisure personnel at any time during.

19.0 Shade Structure Specifications

19.1 Shade structures shall use a fabric that provides a maximum UV protection and fire retardants.

19.1.1 Sample shades may be requested during the evaluation process.

19.2 Shade Structure must be able to withstand 150mph winds (frame only) and 90mph (frame w/ canopy).

19.3 Canopy attachment to the frame should be accomplished using a quick release fastening system and all hardware must be stainless steel including industry standard cable/cabling restraints.

19.4 All materials shall be structurally sound and appropriate for safe use. Product durability shall be ensured by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc-plating, galvanizing and powder coating on steel parts. Color choices of coated material must be included in the proposal package.

19.5 All materials must be new and free from defects.

19.6 Proposed shade designs must not conflict with ASTM-1487 playground guidelines.

19.7 Repairs: Standard Rate
The Standard Rate shall apply to any repair that does not meet the criteria for Premium Rate. The Contractor shall perform routine repairs as directed by the City during the term of this contract. The Contractor shall be compensated for such repairs at the Standard Rate shown on the bid form.

19.8 Repairs: Premium Rate
The Premium Rate shall apply to any repair which the City requests the Contractor to commence between 5:01 p.m. and 7:59 a.m. Monday through Saturday, and anytime on Sunday or a legal holiday. The Contractor shall be compensated for Premium Rate repairs at the Premium Rate shown on the bid form.

19.8.1 Under no circumstances shall any work performed by the Contractor be compensated at the Premium Rate unless the City has given prior approval to treat the work as a Premium Rate repair.

20.0 Experience
List and describe your firms projects worked on in the past five years that best match the scope and design of this project. Identify unique constraints or challenges associated with those projects and how you address those in order to deliver a successful project. In addition, references, including names, address, telephone number, and email address of a contact person for each project identified and described above should be included.

21.0 Award of Contract

This contract will be awarded to two vendors who provide the **Best Value** for the city based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code. The City reserves the right to accept any item or group of items in the bid specifications, unless the Vendor qualifies its bid by specific limitation. Proof: The vendor shall bear the burden of proof of compliance with the City of Laredo specifications. There will be a primary and secondary vendor for this contract.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

21.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Parks & Leisure Services Department.

21.2 Evaluation

The City will conduct a comprehensive, fair and impartial evaluation of all bids received in response to this Formal Invitation for Bid. The City may appoint a selection committee to perform the evaluation. Each bid will be analyzed to determine overall responsiveness and qualifications under the Formal Invitation for Bid. Criteria to be evaluated may include the items listed below.

In determining the ***best value*** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

Sections	Criteria	Weighted %
I	Rates & Fees	50%
II	Prior History & References	30%
III	Estimated Project Completion Date (Working Days)	20%
	Total	100%

Rating of Definitions for 10 point Method

Points	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
1	Very Poor to Unsatisfactory	
2	Very Poor	Meets elements of some criteria minimally.
3	Poor to Very Poor	
4	Poor	Meets some criteria at minimum acceptable level.
5	Average to Poor	
6	Average	Adequately meets most criteria.
7	Good to Average	
8	Good	Exceeds minimum criteria.
9	Very Good	Provides benefits to the entity in addition to all required criteria.
10	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Sections	Criteria	0-10 Points	Weighted %	Points x Weight
I	Rates & Fees	8	50%	4.0
II	Prior History & References	6	30%	1.8
III	Estimated Project Completion Date (Working Days)	6	20%	1.2
			Total Raw Point	**7.0**
			Total Raw Point x 10 (True Evaluation Points)	
			Evaluation Score	**70**

21.3 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

22.0 Price Adjustment****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

23.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

24.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

25.0 Required Format and Contents of Hand Delivered Bid Submission

For a bid to be considered it must contain the following information:
Company Information Questionnaire (Signed)
Complete Price Schedule, References, & Estimated Completion Project Date (Working Days)
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

26.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No. If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

27.0 Price Schedule

27.1 Installation of New Shade or Repair/Replacement of Shade

Percent of discount offered on materials	_____ %
Shade identification (Mfr.)	_____ _____ _____
Labor Rate for Services (Refer to 19.7 & 19.8)	$_____Per/Hour (Standard Rate) $_____Per/Hour (Premium Rate)

******Cost for signed and sealed engineering plans shall be included in the vendors cost*****

28.0 Prior History & References

Provide specific references for at least three customers (preferably public entities), including customers served by the firm's nearest office to the City. They should be of similar size, complexity and magnitude to the City. If your company is submitting through Cit-E-Bid, this document will need to be uploaded. Failure to provide these references will result in a "0" in the evaluation scoring.

Address: _____
Contact: _____
Phone Number: _____
Services provided: _____
Date of Service: _____

Address: _____
Contact: _____
Phone Number: _____
Services provided: _____
Date of Service: _____

Address: _____
Contact: _____
Phone Number: _____
Services provided: _____
Date of Service: _____

29.0 Estimated project completion date upon receipt of a purchase order. Failure to input an estimated number of working days will result in a "0" in the evaluation scoring.

(Working Days)_____

30.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

☐ **HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.**

Name _____ **Signature** _____ **Date** _____

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

_____ _____
Signature of person doing business with the governmental entity Date

31.0 **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

_____
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this_____day of_____20_____.

_____
Notary Public

My commission expires:

_____

32.0

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First _____ M.I. ____ Last _____ Suffix _____

***2. Contract Information.**

a) Contract or Project name(s): _____

b) Originating Department(s): _____

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Name (Print)	Signature	Name (Print)	Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies): _____

***5. List any individuals or entities that will be subcontractors on this contract.**

☐ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

_____

_____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☐ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

_____

_____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☐ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors: _____

_____

_____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☐ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

_____

_____

***Acknowledgements**

☐ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☐ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☐ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☐ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

_____	_____	_____
Name (Print)	Signature	Title
_____		_____
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

33.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, **https://www.ethics.state.tx.us/tec/1295-Info.htm.**

Implementation of House Bill 1295

33.1 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.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

33.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

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

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

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 goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

34.0 Vendors Instructions:

Handheld bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 10, 2019; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on July 11, 2019.**

Handheld bids are to be submitted in a sealed envelope clearly marked:

Bid: Shade Repairs & Replacement – Parks & Leisure Services Department
FY19-081

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Parks & Leisure **C.**

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Anita Stanley, Assistant Parks & Leisure Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to award service contract FY19-078 to the The Best Alarm Inc. Company, Laredo, Texas in an amount up to $40,000.00 for providing alarm monitoring, maintenance, and repair services for various Recreation Centers. These services require monthly alarm monitoring services for the recreation centers elevators, burglary, fire, and suppression systems. In the event of expansion by the City of Laredo, future locations may be added as part of this contract. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract may be extended for three, additional one (1) year periods upon mutual agreement of the parties. Funding is available in the Parks & Recreation Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received two bids through Cit-E-Bid for awarding annual service contract for alarm monitoring, maintenance, and repair services for various Recreation Centers. Upon review of the bids, M1 Network states that they provide only alarm and panic monitoring and no maintenance or repair services of the alarms. Staff has reviewed the bids and is recommending that a contract be awarded to the The Best Alarm Inc. Company, Laredo, Texas.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts

shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Summary:

	Vendor	Vendor
Alarm Monitoring Services	**The Best Alarm Inc.**	**M1 Network**
Percent of Discount offered	0%	10%
Labor Rate for Services	$ 60.00 Standard Rate $145.00 Overtime Rate	$ 65.00 Standard Rate $ 125.00 Overtime Rate
License	#B10780	#C16423

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2019

Bugeted Y/N?: Y

Source of Funds:

Account #: 10131255535533

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY19-078 Contract
Bid Tab FY19-078

FY19-078 Alarm Monitoring, Maintenance, & Repairs
TCR- The Best Alarm, INC.
Supplier Response

Event Information

Number:	FY19-078 Alarm Monitoring, Maintenance, & Repairs
Title:	FY19-078 Alarm Monitoring, Maintenance, & Repair Services - Parks & Leisure Department
Type:	Request For Bid
Issue Date:	6/11/2019
Deadline:	7/10/2019 05:00 PM (CT)
Notes:	Vendors shall upload: Equipment Certification or License(s) #. Bids shall not be considered without this documentation.

Contact Information

Contact: Enrique Aldape III
Address: 5512 Thomas Avenue
Purchasing Division
Public Works Service Center
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

TCR- The Best Alarm, INC. Information

Address: 1416 Houston St.
Laredo, TX 78040
Phone: (956) 724-9081

By submitting your response, you certify that you are authorized to represent and bind your company.

Martin Resendez III
Signature

tcrcomm@sbcglobal.net
Email

Submitted at 7/10/2019 12:35:00 PM

Bid Attributes

1 Award by Total

This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

Yes

2 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

3 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

TCR - The Best Alarm Inc.

4 State how long under has the business been in its present business name

9

5 If applicable, list all other names under which the Business identified above operated in the last five years

N/A

6 State if the Company is a certified minority business enterprise

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

7 Questions Part 1

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

NO

8 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

NO

9 **State if the Company is a certified minority business enterprise**

This company is not a certified minority business

10 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

11 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

13 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

14 **This is a**

New Submission

15 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Martin Resendez III

16 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

1416 Houston St.
Laredo, Tx. 78040
(956)727-1784 Fax (956(726-3154

17 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

TCR-The Best Alarm Inc.
Martin Resendez III, Licensed Manager

18 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

19 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

20 **Question 5. List any individuals or entities that will be subcontractors on this contract**

It applies to my business

21 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

United Central Control

22 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

23 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

24 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

25 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

26 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

27 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

28 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

29 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section

30 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

31 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I have acknowledge that I have been advised

32 **Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

TCR - The Best Alarm, Inc.
Martin Resendez III Licensed Manager
1416 Houston, St. Laredo, Tx. 78040

33 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

I swear or affirm information is correct

34 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.
3.0 SUBMISSION OF BIDS
(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing

for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of

an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This contract will be awarded by total to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

I Agree to the Terms and Conditions

35 **Insurance Terms and Conditions**

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.
(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.
(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.
(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.
Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Management department.
(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets minumum requirements

36 **Addendum**

Addendum Requires Acknowledgement

Acknowledge

Bid Lines

1 Package Header

Section I - Recreation Centers Pricing

Quantity: 1 UOM: EA Total: $10,188.00

Item Notes: ***Vendors are strongly encouraged to visit each recreation center. A sign-in sheet will be available at each location to verify that a visit was made. This sign-in sheet will be used in the evaluation of bids. ***

*****Pricing shall be the same whether the recreation centers have a phone landline or cellular phone.

Package Items

1.1 Barbara Fasken Community Center
Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)

Quantity: 12 UOM: Monthly Price: $69.90 Total: $838.80

1.2 Barbara Fasken Community Center
Alarms Sensitivity Tests (Bi-Annual)

Quantity: 2 UOM: Bi-Annual Price: $25.00 Total: $50.00

1.3 Barbara Fasken Community Center
Fire Alarms Sensitivity Tests (Annual)

Quantity: 1 UOM: Annual Price: $250.00 Total: $250.00

1.4 Canizales Boxing Gym
Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)

Quantity: 12 UOM: Monthly Price: $64.95 Total: $779.40

1.5 Canizales Boxing Gym
Alarms Sensitivity Tests (Bi-Annual)

Quantity: 2 UOM: Bi-Annual Price: $25.00 Total: $50.00

1.6 Canizales Boxing Gym
Fire Alarms Sensitivity Tests (Annual)

Quantity: 1 UOM: Annual Price: $250.00 Total: $250.00

1.7 Cigarroa Recreation Center
Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)

Quantity: 12 UOM: Monthly Price: $19.95 Total: $239.40

1.8 Cigarroa Recreation Center
Alarms Sensitivity Tests (Bi-Annual)

Quantity: 2 UOM: Bi-Annual Price: $25.00 Total: $50.00

1.9 Cigarroa Recreation Center
Fire Alarms Sensitivity Tests (Annual)

Quantity: 1 UOM: Annual Price: $250.00 Total: $250.00

1.10 Downtown Senior Fitness Center
Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)

Quantity: 12 UOM: Monthly Price: $59.90 Total: $718.80

1.11 Downtown Senior Fitness Center
Alarms Sensitivity Tests (Bi-Annual)

Quantity: 2 UOM: Bi-Annual Price: $25.00 Total: $50.00

1.12 Downtown Senior Fitness Center
Fire Alarms Sensitivity Tests (Annual)

Quantity: 1 UOM: Annual Price: $250.00 Total: $250.00

1.13 El Eden Recreation Center
Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)

Quantity: 12 UOM: Monthly Price: $69.90 Total: $838.80

1.14 El Eden Recreation Center
Alarms Sensitivity Tests (Bi-Annual)

Quantity: 2 UOM: Bi-Annual Price: $25.00 Total: $50.00

1.15 El Eden Recreation Center
Fire Alarms Sensitivity Tests (Annual)

Quantity: 1 UOM: Annual Price: $250.00 Total: $250.00

1.16 E. Hachar Recreation Center
Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)

Quantity: 12 UOM: Monthly Price: $39.90 Total: $478.80

1.17 E. Hachar Recreation Center
Alarms Sensitivity Tests (Bi-Annual)

Quantity: 2 UOM: Bi-Annual Price: $25.00 Total: $50.00

1.18 E. Hachar Recreation Center
Fire Alarms Sensitivity Tests (Annual)

Quantity: 1 UOM: Annual Price: $250.00 Total: $250.00

1.19 Haynes Recreation Center
Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)

Quantity: 12 UOM: Monthly Price: $69.90 Total: $838.80

1.20 Haynes Recreation Center
Alarms Sensitivity Tests (Bi-Annual)

Quantity: 2 UOM: Bi-Annual Price: $25.00 Total: $50.00

1.21 Haynes Recreation Center
Fire Alarms Sensitivity Tests (Annual)

Quantity: 1 UOM: Annual Price: $250.00 Total: $250.00

1.22 K. Tarver Recreation Center
Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)

Quantity: 12 UOM: Monthly Price: $39.90 Total: $478.80

1.23 K. Tarver Recreation Center
Alarms Sensitivity Tests (Bi-Annual)

Quantity: 2 UOM: Bi-Annual Price: $25.00 Total: $50.00

1.24 K. Tarver Recreation Center
Fire Alarms Sensitivity Tests (Annual)

Quantity: 1 UOM: Annual Price: $250.00 Total: $250.00

1.25 Marco Aranda Recreation Center
Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)

Quantity: 12 UOM: Monthly Price: $59.90 Total: $718.80

1.26 Marco Aranda Recreation Center
Alarms Sensitivity Tests (Bi-Annual)

Quantity: 2 UOM: Bi-Annual Price: $25.00 Total: $50.00

1.27 Marco Aranda Recreation Center
Fire Alarms Sensitivity Tests (Annual)

Quantity: 1 UOM: Annual Price: $250.00 Total: $250.00

1.28 N.E. Hillside Recreation Center
Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)

Quantity: 12 UOM: Monthly Price: $39.90 Total: $478.80

1.29 N.E. Hillside Recreation Center
Alarms Sensitivity Tests (Bi-Annual)

Quantity: 2 UOM: Bi-Annual Price: $25.00 Total: $50.00

1.30 N.E. Hillside Recreation Center
Fire Alarms Sensitivity Tests (Annual)

Quantity: 1 UOM: Annual Price: $250.00 Total: $250.00

1.31 La Ladrillera Senior Recreation Center
Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)

Quantity: 12 UOM: Monthly Price: $39.90 Total: $478.80

1.32 La Ladrillera Senior Recreation Center
Alarms Sensitivity Tests (Bi-Annual)

Quantity: 2 UOM: Bi-Annual Price: $25.00 Total: $50.00

1.33 La Ladrillera Senior Recreation Center
Fire Alarms Sensitivity Tests (Annual)

Quantity: 1 UOM: Annual Price: $250.00 Total: $250.00

2 Package Header

Section II - Parts Discounts & Hourly Service Call Rates

Quantity: 1 UOM: EA Total: $205.00

Item Notes: ***Vendors are strongly encouraged to visit each recreation center. A sign-in sheet will be available at each location to verify that a visit was made. This sign-in sheet will be used in the evaluation of bids. ***

*****Pricing shall be the same whether the recreation centers have a phone landline or cellular phone.

Package Items

2.1 Percent Discount offered on materials.

Quantity: 1 UOM: % Discount Total: *No response*

Supplier Notes: COST

2.2 Hourly Labor Rate (Refer to 16.8 & 16.9)+
Standard Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $60.00 Total: $60.00

2.3 Hourly Labor Rate (Refer to 16.8 & 16.9)
Premium Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $145.00 Total: $145.00

Response Total: $10,393.00

(/psp-self-service)

Result Details

Business

The Best Alarm Company (T.B.A.C.)

License Number: B10780

License Expiration Date: 12/31/2019

Insurance Policy Expiration Date: 06/02/2020

Class: B

Status: Active

Services:

- Electronic Access
- Alarm

Mailing Address: 1416 Houston St., Laredo, Texas 78040

Stakeholders

resendez, MARTIN III

Resendez, Martin

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

ALARM MONITORING, MAINTENANCE & REPAIR SERVICES
PARKS & LEISURE DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for providing alarm monitoring, maintenance and repair services for the City of Laredo Parks & Leisure Services Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Handheld bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 10, 2019; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on July 11, 2019.**

Handheld bids are to be submitted in a sealed envelope clearly marked:

Bid: Alarm Monitoring, Maintenance & Repair Services– Parks & Leisure Services Department FY19-078

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A

bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) *ANNUAL SUPPLY/SERVICE CONTRACTS*: This contract does not commit the City to purchase the quantities indicated.

The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded** to the lowest responsive responsible bidders in each section, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager
956-791-7328

jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

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.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, 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. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Formal Invitation for Bids
Alarm Monitoring, Maintenance & Repair Services

15.0 Scope of Work

The awarded vendor shall be required to provide all the material, labor, and equipment needed to provide specified services to any of the recreation center locations. Laredo Parks & Leisure Services locations are subject to change upon expansion of locations. The Laredo Parks & Leisure Services requires monthly monitoring services for alarms systems such as for elevator, burglary, and fire and annual inspection suppression systems for all current City of Laredo Parks & Leisure Services locations. Maintenance and repair services shall be required as a part of this bid. Sensitivity inspections shall be required for various locations as specified by this bid. The Laredo Parks & Leisure Services has elected to keep the current equipment and the awarded vendor shall provide services as written in this bid for current equipment. Equipment is subject to change/replacement upon availability, wear and tear, and/or obsolescence; this shall include but is not limited to accidents either by City or public, acts of nature, malfunctions from hardware or software and extraordinary acts. In the event of expansion of the City of Laredo future locations may be added in as a part of this contract and shall be subject to the same terms of agreement. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 All questions for this bid shall be submitted in writing or by email no later than, June 26, 2019 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Title	Phone#	Email
Anita Stanley	Acting Assistant Dept. Director	(956) 729-4600	astanley@ci.laredo.tx.us
Roberto M. Chapa	Recreation Center Manager	(956) 729-4607	rchapa0@ci.laredo.tx.us
Ramiro Ramos Jr.	Recreation Center Manager	(956) 729-4603	rramos3@ci.laredo.tx.us

15.3 Current locations:

Location	Address
Barbara Fasken Community Center	15201 Cerralvo Dr.; Laredo, TX 78045
Canizales Boxing Gym	1610 Guadalupe St.; Laredo, TX 78043
Cigarroa Recreation Center	2201 Zacatecas; Laredo, TX 78046
Downtown Senior Fitness Center	1212 Matamoros; Laredo, TX 78040
El Eden Recreation Center	4735 Loma Vista; Laredo, TX 78046
E. Hachar Recreation Center	1102 N. Smith; Laredo, TX 78043
Haynes Recreation Center	2102 Clark's Crossing Dr.; Laredo, TX 78043
K. Traver Recreation Center	2902 Tilden; Laredo, TX 78040
Marco Aranda Recreation Center	4418 Old Santa Maria; Laredo, TX 78041
N.E. Hillside Recreation Center	320 Wyoming; Laredo, TX 78040
La Ladrillera Senior Center	2100 Pinder; Laredo, TX 78040

15.3.1 Vendors are strongly encouraged to visit each recreation center. A sign-in sheet will be available at each location to verify that a visit was made. This sign-in sheet will be used in the evaluation of bids.

16.0 General Conditions:

16.1 Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the requested specifications. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

16.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

16.3 All forms stated under section 13.3, 13.4, 13.5, and 13.6 of the City of Laredo Terms & Conditions must be completed and submitted for bid consideration. There will be no substitutions, replacements, overruns, or back orders on any items. Shipping & handling or freight must be included on bid price schedule. No partial shipments will be accepted. Additional charges if any must be disclosed within the bid price schedule. Additional fees may include but are not limited to: any surcharges, setup fees, printing, stitching, hemming, alterations, professional fees, service fees, environmental fees, etc. Note: any fees may be absorbed into unit price without additional statement.

16.4 Bids will be awarded to lowest responsible bidder, for the yearly purchase of alarms monitoring, maintenance & repair services. The contract will be awarded to one vendor. Items are contingent to quantities based on funding, listed quantities are an estimate and the City of Laredo may order more or less upon request.

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

16.5.1 Vendor will be responsible for providing all safety warning signs advising the public of work in progress.

16.5.2 Vendor shall provide all supervision, labor, materials and equipment necessary to complete the services.

16.5.3 The vendor shall advise and coordinate the project with the Laredo Parks & Leisure Services as to hours and scheduling of work to be done.

16.5.4 The vendor shall be required to guarantee it's workmanship to the full satisfaction of the City of Laredo. Any work deemed unsatisfactory shall be redone at no additional cost to the City.

16.5.5 The vendor shall dispose of all spent material, clean working areas, and re-install all equipment material that was temporarily moved prior to final services inspection at no additional expense to the city.

16.5.6 Vendor will be responsible for securing all necessary City/State permits and paying any fees for the disposal of disregarded materials at no additional cost to the City.

16.5.7 The vendor shall furnish recent/updated copies of their license and/or certificates as designated the Texas Department of Public Safety. Licenses and certificated shall be in the name of the vendor, any technicians that shall be working on City of Laredo premise must be licensed and/or certified. The vendor and its employees shall be licensed through State of Texas Department of Public Safety. Licensure must be maintained at all times during the term(s) of the service agreement.

16.5.8 The vendor shall be required to maintain year long insurance coverage according to City of Laredo requirements during the duration of this contract.

17.0 Specifications

Maintenance and repairs, the vendor is required to provide one (1) primary technician that should be able to respond within no more than six (6) hours for emergencies after notification in e-mail or writing for repairs as needed. Non-emergency repairs require a response within one (1) business day. The time to conduct any repairs when deemed necessary shall be coordinated with the Laredo Parks & Leisure Services. It is preferred that a secondary technician be provided as a backup in the event that the primary technician is unavailable.

17.1 The contract vendor shall provide warranty claim assistance for equipment that is still within warranty period with the corresponding manufacturer, subject to change upon warranty expirations or purchases of equipment. Warranty information shall be obtained by any of the Laredo Parks & Leisure Services point of contact specified within section 15.2.

17.2 Maintenance and repair services are required but not limited to assessment, maintenance, adjustments, repairs, and replacement of camera/surveillance systems, other optical components, wiring, cables, keypad panels, fire and alarm panels, panic buttons, pull stations, lights, screens, screws, nuts, bolts, minor hardware, batteries, fire suppression systems, smoke detectors, displays, console assemblies, window/door contacts, video hubs/systems and components, warning systems, and other work deemed necessary by the Laredo Parks & Leisure Services. As part of the work included the vendor shall move equipment if deemed necessary by the Laredo Parks & Leisure Services.

17.3 In the event that equipment has become damaged, obsolete, and/or replaced for different or new equipment the vendor shall provide warranty service assistance on equipment. Equipment must be reviewed and approved upon mutual agreement between the City of Laredo and vendor. Warranty on equipment shall be transferred to City of Laredo.

17.4 Monthly inspections, once a month to each location, shall be required to diagnose potential issues and ensure equipment is functioning properly and to prevent downtime. The vendor shall complete this work without any notice from the City of Laredo. A work order or invoice of the inspection shall be submitted to the Laredo Parks & Leisure Services to ensure inspection has been completed. Full documentation should be exercised when providing invoices or work orders detailing the amount of time spent providing any labor for maintenance and/or repairs and parts. The report should include; arrival and departure times of technician, equipment name/type, serial number, location, time, date, and inspection/work completed.

17.4.1 As required by the State of Texas safety regulations alarm and fire sensitivity tests shall be performed to all current locations and any locations hereinafter. Alarm sensitivity tests shall be performed on a bi-annual basis. Fire sensitivity tests shall be performed on an annual basis.

17.4.2 This information can be found as per Local Government Code Title 7 – Regulations of Land Use, Structures, Businesses, and Related Activities, Subtitle B – County Regulatory Authority Chapter 233 – County Regulation of Housing and Other Structures Subchapter A – Dangerous Substances Subchapter C – Fire Code In Unincorporated Area and Subchapter D – Alarm Systems http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.233.htm#233.062

17.5 Contractor vendor shall invoice City of Laredo for the time spent on the property only. The City of Laredo shall not pay for time spent in route or traveling to acquire parts or supplies. The City of Laredo shall not be responsible for trip charges and/or service charges. Example: The City of Laredo shall not pay for trip charge or hourly charges if contract vendor delivers wrong unit for installation and needs to leave the property to get the correct unit and come back. The City of Laredo shall not pay for shipping/freight charges of materials or equipment invoiced to vendor.

17.6 Services shall be for entire property, inside and outside, as designated by the Laredo Parks & Leisure Services contacts specified in section 15.2.

17.7 All services shall be in accordance and consistent with Texas Department of Public Safety defined safety practices.

17.8 Standard Hourly Rate
The Standard Rate shall apply to any service that does not meet the criteria for Premium Rate. The Contractor shall perform routine services as directed by the City during the term of this contract. The Contractor shall be compensated for such services at the Standard Rate shown on the bid form.

17.9 Premium Hourly Rate
The Premium Rate shall apply to any service which the City requests the Contractor to commence between 5:01 p.m. and 7:59 a.m. Monday through Saturday, and anytime on Sunday or a legal holiday. The Contractor shall be compensated for Premium Rate service at the Premium Rate shown on the bid form.

17.9.1 Under no circumstances shall any work performed by the Contractor be compensated at the Premium Rate unless the City has given prior approval to treat the work as a Premium Rate repair.

18.0 Award of Contract
Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Parks & Leisure Services Department.

18.1 Disclosure of Interested Parties
Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

19.0 Price Adjustment****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

20.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

21.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

22.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties (Form 1295)

23.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No. If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

24.0 Tab B Price Schedule

24.1 Section I: Recreation Center Pricing

Barbara Fasken Community Center				
Description	**UOM**	**Qty**	**Price**	**Ext Amt**
Monitoring: Alarms, Panic Burglary, Elevator, Fire (monthly)	EA	12	$	$
Alarms Sensitivity Tests (bi-annual)	EA	2	$	$
Fire Alarms Sensitivity Tests (annual)	EA	1	$	$

Canizales Boxing Gym				
Description	**UOM**	**Qty**	**Price**	**Ext Amt**
Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	$	$
Alarms Sensitivity Tests (bi-annual)	EA	2	$	$
Fire Alarms Sensitivity Tests (annual)	EA	1	$	$

Cigarroa Recreation Center				
Description	**UOM**	**Qty**	**Price**	**Ext Amt**
Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	$	$
Alarms Sensitivity Tests (bi-annual)	EA	2	$	$
Fire Alarms Sensitivity Tests (annual)	EA	1	$	$

Downtown Senior Fitness Center				
Description	**UOM**	**Qty**	**Price**	**Ext Amt**
Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	$	$
Alarms Sensitivity Tests (bi-annual)	EA	2	$	$
Fire Alarms Sensitivity Tests (annual)	EA	1	$	$

El Eden Recreation Center				
Description	**UOM**	**Qty**	**Price**	**Ext Amt**
Monitoring: Alarms, Panic Burglary, Elevator, Fire (monthly)	EA	12	$	$
Alarms Sensitivity Tests (bi-annual)	EA	2	$	$
Fire Alarms Sensitivity Tests (annual)	EA	1	$	$

	Description	UOM	Qty	Price	Ext Amt
E. Hachar Recreation Center					
	Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	$	$
	Alarms Sensitivity Tests (bi-annual)	EA	2	$	$
	Fire Alarms Sensitivity Tests (annual)	EA	1	$	$
Haynes Recreation Center					
	Description	**UOM**	**Qty**	**Price**	**Ext Amt**
	Monitoring: Alarms, Panic Burglary, Elevator, Fire (monthly)	EA	12	$	$
	Alarms Sensitivity Tests (bi-annual)	EA	2	$	$
	Fire Alarms Sensitivity Tests (annual)	EA	1	$	$
K. Traver Recreation Center					
	Description	**UOM**	**Qty**	**Price**	**Ext Amt**
	Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	$	$
	Alarms Sensitivity Tests (bi-annual)	EA	2	$	$
	Fire Alarms Sensitivity Tests (annual)	EA	1	$	$
Marco Aranda Recreation Center					
	Description	**UOM**	**Qty**	**Price**	**Ext Amt**
	Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	$	$
	Alarms Sensitivity Tests (bi-annual)	EA	2	$	$
	Fire Alarms Sensitivity Tests (annual)	EA	1	$	$
N.E. Hillside Recreation Center					
	Description	**UOM**	**Qty**	**Price**	**Ext Amt**
	Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	$	$
	Alarms Sensitivity Tests (bi-annual)	EA	2	$	$
	Fire Alarms Sensitivity Tests (annual)	EA	1	$	$
La Ladrillera Senior Center					
	Description	**UOM**	**Qty**	**Price**	**Ext Amt**
	Monitoring: Alarms, Panic Burglary, Fire (monthly)	EA	12	$	$
	Alarms Sensitivity Tests (bi-annual)	EA	2	$	$
	Fire Alarms Sensitivity Tests (annual)	EA	1	$	$
				Grand Total	$

24.2 Section II – Parts Discount & Hourly Service Call Rate

Percent of discount offered on materials	_____ %
Product identification (Mfr.)	_____ _____ _____ _____
Labor Rate for Services (Refer to 16.8 & 16.9)	$_____Per/Hour (Standard Rate) $_____Per/Hour (Premium Rate)

24.3 Equipment Certification or License(s) #. Bids shall not be considered without this documentation.

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

24.4 ***Vendors are strongly encouraged to visit each recreation center. A sign-in sheet will be available at each location to verify that a visit was made. This sign-in sheet will be used in the evaluation of bids. ***

24.5 *****Pricing shall be the same whether the recreation centers have a phone landline or cellular phone.**

25.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

☐ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name _____ Signature _____ Date _____

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

_____ _____
Signature of person doing business with the governmental entity Date

26.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

_____
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this_____day of _____20_____.

_____
Notary Public

My commission expires:

_____

27.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): _____

b) Originating Department(s): _____

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Name (Print)	Signature	Name (Print)	Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies): _____

***5. List any individuals or entities that will be subcontractors on this contract.**

☐ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

_____

_____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☐ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

_____

_____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☐ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors: _____

_____

_____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☐ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

_____

_____

***Acknowledgements**

☐ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☐ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☐ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☐ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

_____	_____	_____
Name (Print)	Signature	Title
_____		_____
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

28.0 Tab F – Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, **https://www.ethics.state.tx.us/tec/1295-Info.htm.**

Implementation of House Bill 1295

28.1 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.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

28.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

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

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

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 goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

29.0 Vendors Instructions:

Handheld bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 10, 2019; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on July 11, 2019.**

Handheld bids are to be submitted in a sealed envelope clearly marked:

Bid: Alarm Monitoring, Maintenance & Repair Services– Parks & Leisure Services Department FY19-078

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

				M1 Networks Inc		TCR- The Best Alarm, INC.	
				Total Price	$9,100.00	Total Price	$10,393.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Section I - Recreation Centers Pricing	1	EA	**$8,910.00**	$8,910.00	$10,188.00	$10,188.00
1.1	Barbara Fasken Community Center Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)	12	Monthly	**$35.00**		$69.90	
1.2	Barbara Fasken Community Center Alarms Sensitivity Tests (Bi-Annual)	2	Bi-Annual	$195.00		**$25.00**	
1.3	Barbara Fasken Community Center Fire Alarms Sensitivity Tests (Annual)	1	Annual			**$250.00**	
1.4	Canizales Boxing Gym Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)	12	Monthly	**$35.00**		$64.95	
1.5	Canizales Boxing Gym Alarms Sensitivity Tests (Bi-Annual)	2	Bi-Annual	$195.00		**$25.00**	
1.6	Canizales Boxing Gym Fire Alarms Sensitivity Tests (Annual)	1	Annual			**$250.00**	
1.7	Cigarroa Recreation Center Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)	12	Monthly	$35.00		**$19.95**	
1.8	Cigarroa Recreation Center Alarms Sensitivity Tests (Bi-Annual)	2	Bi-Annual	$195.00		**$25.00**	
1.9	Cigarroa Recreation Center Fire Alarms Sensitivity Tests (Annual)	1	Annual			**$250.00**	
1.10	Downtown Senior Fitness Center Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)	12	Monthly	**$35.00**		$59.90	
1.11	Downtown Senior Fitness Center Alarms Sensitivity Tests (Bi-Annual)	2	Bi-Annual	$195.00		**$25.00**	
1.12	Downtown Senior Fitness Center Fire Alarms Sensitivity Tests (Annual)	1	Annual			**$250.00**	
1.13	El Eden Recreation Center Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)	12	Monthly	**$35.00**		$69.90	
1.14	El Eden Recreation Center Alarms Sensitivity Tests (Bi-Annual)	2	Bi-Annual	$195.00		**$25.00**	
1.15	El Eden Recreation Center Fire Alarms Sensitivity Tests (Annual)	1	Annual			**$250.00**	
1.16	E. Hachar Recreation Center Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)	12	Monthly	**$35.00**		$39.90	
1.17	E. Hachar Recreation Center Alarms Sensitivity Tests (Bi-Annual)	2	Bi-Annual	$195.00		**$25.00**	
1.18	E. Hachar Recreation Center Fire Alarms Sensitivity Tests (Annual)	1	Annual			**$250.00**	
1.19	Haynes Recreation Center Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)	12	Monthly	**$35.00**		$69.90	
1.20	Haynes Recreation Center Alarms Sensitivity Tests (Bi-Annual)	2	Bi-Annual	$195.00		**$25.00**	
1.21	Haynes Recreation Center Fire Alarms Sensitivity Tests (Annual)	1	Annual			**$250.00**	
1.22	K. Tarver Recreation Center Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)	12	Monthly	**$35.00**		$39.90	
1.23	K. Tarver Recreation Center Alarms Sensitivity Tests (Bi-Annual)	2	Bi-Annual	$195.00		**$25.00**	
1.24	K. Tarver Recreation Center Fire Alarms Sensitivity Tests (Annual)	1	Annual			**$250.00**	
1.25	Marco Aranda Recreation Center Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)	12	Monthly	**$35.00**		$59.90	
1.26	Marco Aranda Recreation Center Alarms Sensitivity Tests (Bi-Annual)	2	Bi-Annual	$195.00		**$25.00**	
1.27	Marco Aranda Recreation Center Fire Alarms Sensitivity Tests (Annual)	1	Annual			**$250.00**	
1.28	N.E. Hillside Recreation Center Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)	12	Monthly	**$35.00**		$39.90	
1.29	N.E. Hillside Recreation Center Alarms Sensitivity Tests (Bi-Annual)	2	Bi-Annual	$195.00		**$25.00**	
1.30	N.E. Hillside Recreation Center Fire Alarms Sensitivity Tests (Annual)	1	Annual			**$250.00**	
1.31	La Ladrillera Senior Recreation Center Monitoring: Alarms, Panic Burglary, Elevator, Fire (Monthly)	12	Monthly	**$35.00**		$39.90	
1.32	La Ladrillera Senior Recreation Center Alarms Sensitivity Tests (Bi-Annual)	2	Bi-Annual	$195.00		**$25.00**	
1.33	La Ladrillera Senior Recreation Center Fire Alarms Sensitivity Tests (Annual)	1	Annual			**$250.00**	
2	Section II - Parts Discounts & Hourly Service Call Rates	1	EA	**$190.00**	$190.00	$205.00	$205.00
2.1	Percent Discount offered on materials.	1	% Discount	**10**			
2.2	Hourly Labor Rate (Refer to 16.8 & 16.9)+ Standard Rate	1	Hourly Labor Rate	$65.00		**$60.00**	
2.3	Hourly Labor Rate (Refer to 16.8 & 16.9) Premium Rate	1	Hourly Labor Rate	**$125.00**		$145.00	

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Parks & Leisure **d.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Initiated By: Robert A. Eads

Staff Source: Anita Stanley and Graciela Briones

SUBJECT

Authorizing the Co-Interim City Managers to execute an Interlocal Agreement by and between the City of Laredo and the Laredo Independent School District for the purchase and installation of playground equipment at Santa Maria and Bruni Elementary Schools at a total cost of $55,694. Funding is available in District VIII Priority Funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo has chosen to promote physical fitness at Santa Maria and Bruni Elementary Schools located at 3817 Santa Maria and 1508 San Eduardo, respectively, by providing playground equipment, at the City's expense, for use and enjoyment by the students of Santa Maria and Bruni Elementary Schools and the general public. The City and LISD agree to make the playgrounds available for use by its students and the general public in accordance with the terms and conditions contained in this Agreement and such additional policies and procedures as may be developed. LISD agrees that it will have sole responsibility for the maintenance and upkeep of the playground equipment to be provided by the City.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends that this resolution be adopted.

Fiscal Impact

Fiscal Year:	2018-2019
Bugeted Y/N?:	N
Source of Funds:	CO Bonds
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the District VIII Priority Funds.

Attachments

MUO-LISD

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into by and between the **City of Laredo**, a home rule municipality and political subdivision of the State of Texas ("City") and the **Laredo Independent School District** ("LISD") pursuant the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, the City of Laredo has chosen to promote physical fitness at both Santa Maria and Bruni Elementary Schools by providing playground equipment, at the City's expense, for use and enjoyment by the students of both Santa Maria and Bruni Elementary Schools and the general public; and,

WHEREAS, the City is of the opinion that the purchase and installation of playground equipment at Santa Maria Elementary School located at 3817 Santa Maria Street and Bruni Elementary School located at 1508 San Eduardo, for use by the students of Santa Maria and Bruni Elementary Schools and the general public, will be highly beneficial to the taxpayers and residents of Laredo and,

WHEREAS, The City and LISD agree to make the playground equipment available for use by its students and the general public in accordance with the terms and conditions contained in this Agreement and such additional policies and procedures as may be developed; and,

WHEREAS, LISD agrees that it will have sole responsibility for the maintenance and upkeep of the playground to be donated by the City.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and LISD hereby agree to cooperate with each other in carrying out the above stated purposes, and to that end do agree as follows:

I. Purchase of Playground. The City will purchase playground consisting of equipment and other improvements as more fully described and listed in Attachment "A" to this Agreement.

II. Installation of Playground and Construction of Playground Area. The City will at its sole cost and expense install the playground and construct a playground area on LISD's designated premises, as identified below. The playground area constructed by the City shall comply with all federal and state ADA accessibility requirements. The City will be responsible for transporting the equipment to LISD's property for installation. The City will provide and install the following: (1) A perimeter fence between the playground area and LISD's adjoining premises; and (2) adequate lighting for the playground.

III. Ownership & Removal of Equipment.. The playground and other improvements as more fully described and listed in Attachment "A" to this Agreement shall at all times remain the

exclusive property of the City of Laredo. Upon expiration of the initial term, any subsequent renewal, or termination of this agreement, the City of Laredo shall be allowed to remove said equipment from both Santa Maria and Bruni campuses and the non-moveable improvements shall remain on the Property with title then vesting to L.I.S.D.

IV. Dedication of Premises. LISD shall designate a portion of the premises of both Santa Maria and Bruni Elementary schools as identified in Attachment "B" for the public's use of the playground and improvements to be installed and constructed by the City as described in Section 1, above. The location of this playground area is identified on the diagram attached to this Agreement as Attachment "B".

V. Maintenance of the Playground and Area. LISD shall sustain the playground in reasonably good condition and maintain the playground area, to include regular mowing, edging, watering, and litter and trash removal. All costs associated with maintenance of the playground area shall be the sole responsibility of LISD. LISD shall consult with City regarding any additional or replacement equipment. Notwithstanding the foregoing, LISD shall not be responsible to make repairs of any playground or property owned by the City.

VI. Public Use of the Equipment. As part of the consideration to the City for its installation of the subject playground and improvements to the premises, LISD agrees to permit the general public to enter the playground area identified in Attachment "B" for use of the playground pursuant to the terms of this Agreement and to the following guidelines:

VII. Scheduling. LISD shall be fully responsible for scheduling all use of the equipment during school hours. All scheduling will be coordinated through the Plant Facilities and Support Services Department and campus administration.

VIII. Community Use. The playground shall be open to the public and available for city-wide community purposes after school hours and when school is not in session as follows:

Weekdays from 5:00 p.m. to 11:00 p.m.

Weekends from 6:00 a.m. to 11:00 p.m.

IX. Operation: LISD shall take responsibility for the day-to-day use of the equipment, and shall be responsible for providing staffing, supervision, and security as deemed appropriate by LISD in its discretion during regularly scheduled school hours when school is in session.

X. Student Safety. The safety and security of LISD students and staff are of utmost importance. Therefore, use of the equipment during school hours will be limited to use by students, teachers and other school staff. Use of the equipment by members of the general public will take place when school is not in session.

XI. Term and Termination. The term of this Agreement shall be for five years, beginning on the date of execution indicated below. After the expiration of the initial term, either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

XII. Entire Agreement. This document constitutes is the entire agreement on the subject matter between the parties.

SIGNED, in duplicate originals, on this the ____day of _____ 2019.

City of Laredo

By:_____
Rosario Cabello, Interim Co City Manager

By:_____
Robert A. Eads, Interim Co City Manager

ATTEST:

By: _____
Jose A. Valdez, Jr., City Secretary

APPROVED AS TO FORM:

_____
Kristina Laurel Hale,
City Attorney

Laredo Independent School District

By:_____
Sylvia Guerra Rios, Superintendent

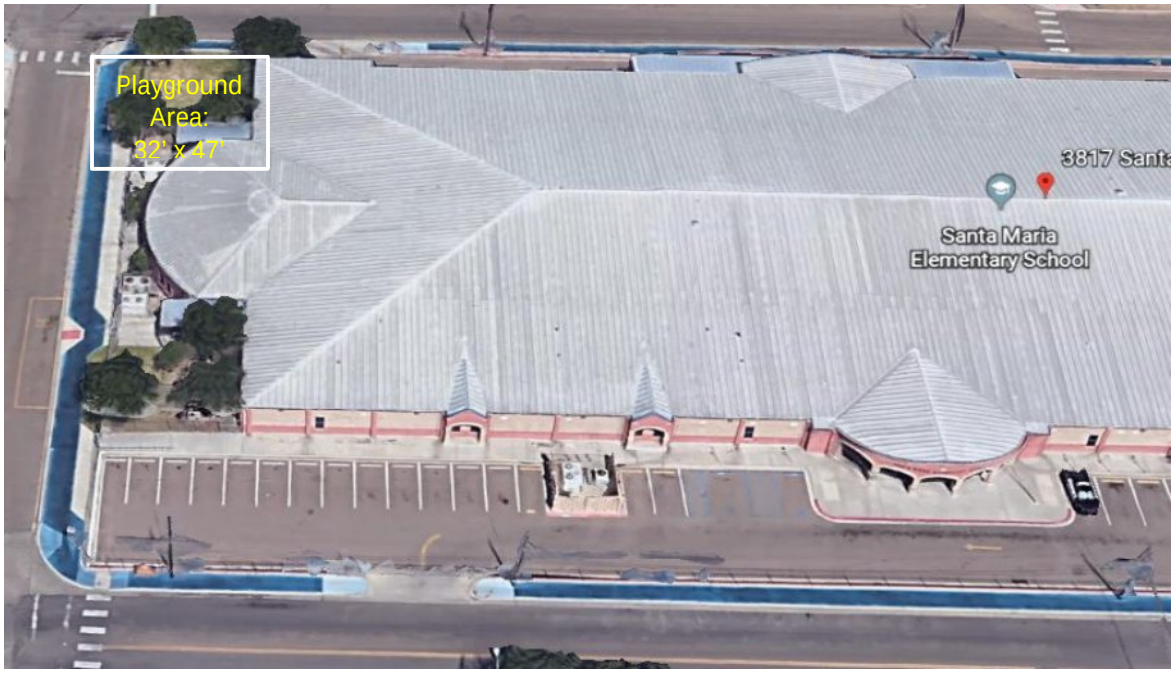
_____
John Kazen,
Attorney for LISD

ATTACHMENT "A"

This project will consist of the creation of a recreational area to include:

- installation of a playscape
- fencing
- other amenities as deemed necessary.

ATTACHMENT “B”



SANTA MARIA ELEMENTARY SCHOOL

BRUNI ELEMENTARY SCHOOL

Parks & Leisure **e.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Initiated By: Robert A. Eads

Staff Source: Anita Stanley and Graciela Briones

SUBJECT

Authorizing the Co-Interim City Managers to enter into and execute an Interlocal agreement between Laredo Independent School District and the City of Laredo for the purpose of sharing a joint use of certain outdoor recreational facilities, namely, Albert Ochoa Baseball Park, Freddie Benavides Baseball Field, Cigarroa Recreational Sports Complex Tennis Courts and Multi-purpose Field, Market Tennis Courts Complex and Kawas Elementary Parking lot. The initial term will be for five years subject to renewal at the consent of both governing bodies.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo and the Laredo Independent School District agree that joint utilization enhances the recreational assets of both the City and the District, reduces the operating costs of each entity, offers more recreational opportunities to area residents and presents a unique opportunity for partnership in providing community recreation needs. The District shall have priority use of Albert Ochoa Baseball Park and Freddie Benavides Baseball Field and the City shall have priority use of Market Tennis Courts. Both the City and the District shall be responsible for the regular maintenance, repair and upkeep of their respective priority use facilities.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends that this resolution be adopted.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	N/A

Source of Funds: N/A

Account #: N/A

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No financial impact.

Attachments

JOINT USE LISD

JOINT USE AGREEMENT FOR OUTDOOR RECREATIONAL FACILITIES
BETWEEN THE
CITY OF LAREDO
AND
LAREDO INDEPENDENT SCHOOL DISTRICT

AGREEMENT BETWEEN THE CITY OF LAREDO ("CITY") AND LAREDO INDEPENDENT SCHOOL DISTRICT ("DISTRICT") FOR JOINT USE OF OUTDOOR RECREATIONAL FACILITIES

I. RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, City of Laredo and Laredo Independent School District desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, the City of Laredo is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement;

WHEREAS, the City and the District are owners of real properties in the City, including outdoor recreational facilities and active use areas that are capable of being used by the District and the City for recreational purposes; and

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services for the joint use and maintenance of outdoor recreational facilities;

WHEREAS, City and District agree that joint utilization and maintenance of outdoor recreational facilities would have the effect of (1) enhancing the recreational assets of both the City and the District; (2) reducing the operating costs of each entity, (3) offering more recreational opportunities to area residents, and (4) presenting a unique opportunity for partnership in providing community recreation needs; and

NOW, THEREFORE, the City and the District agree to cooperate with each other as follows:

II. DEFINITIONS

2.1 The following definitions apply to this agreement:

(a) “City means the City of Laredo, a Texas municipal corporation and a home rule city of the State of Texas.

(b) “City Funds” means those funds designated and authorized by the City of Laredo for purposes of repair, maintenance, operations and capital improvement of one or more of the outdoor recreational facilities listed in (j), infra.

(c) “City Use” means just use of the outdoor recreational facilities listed in (j), infra, by City or its licensees.

(d) “District” means the Laredo Independent School District, a political subdivision of the State of Texas.

(e) “District Fiscal Year” means the year beginning July 1 and ending June 30 of the following year.

(f) “District Funds” means those funds designated and authorized by Laredo Independent School District for purposes of repair, maintenance, operations and capital improvement of one or more of the outdoor recreational facilities listed in (j), infra.

(g) “District School Year” means the year beginning August 13 and ending May 29 of the following year, or as otherwise-subsequently specified by the district.

(h) “Summer Months for the District” means the months of June, July and the first half of August, and these may vary subsequently as may be specified by the District.

(i) “District Use” means such use of the outdoor recreational facilities listed in (j), infra, by District as provided for in this agreement.

(j) “Outdoor Recreational Facilities” and “facilities” means the following five recreational and park facilities.

1. **ALBERT OCHOA BASEBALL PARK**
2. **FREDDIE BENAVIDES BASEBALL FIELD**
3. **CIGARROA RECREATIONAL SPORTS COMPLEX TENNIS COURTS AND MULTI-PURPOSE FIELD**
4. **MARKET TENNIS COURTS COMPLEX**
5. **KAWAS ELEMENTARY PARKING LOT (for city use as required)**

(k) “Operation and Maintenance” means the operation and maintenance of the outdoor recreational facilities including, but not limited to, City’s and District’s shares of operation and maintenance costs directly attributable to the normal operation and maintenance of the outdoor recreational facilities including but not

limited to: janitorial services, custodial supplies, equipment and building repairs, replacement parts, maintenance repairs, irrigation systems, irrigation meters, utilities (electricity and water), landscape, maintenance, concession stands, restrooms, dugouts, maintenance and repairs of sports lights, tools, security and other operational cost as may be required for the daily operation of each party's area of designated use of the outdoor recreational facilities.

(l) "Capital Improvements" means such things as bleacher and fencing upgrade, repairs to irrigation systems, bathroom upgrades, scoreboard upgrades and such other improvements as may be required for the operation of the facilities.

(m) "Operation and Maintenance Expenses" means those expenses set forth in this agreement.

(n) "Third Party Use" means use of the outdoor recreational facilities by persons or entities other than the parties to this agreement, which may contract with, or be licensed by, the City.

III. STATEMENT OF GENERAL PURPOSE AND INTENT

As provided herein, the City and the District hereby agree to cooperate in the operation, management and maintenance of the facilities incorporated herein by this reference, which are suitable for use in programs of both agencies, subject to the conditions and regulations of the local budget laws and subject to certain limitations as outlined in this Agreement.

IV. TERM

4. 1 This agreement shall be effective for a term of **five (5) years** commencing on the **effective date,** provided. This agreement will be subject to appropriation prior to the commencement of each fiscal year of District, during the term of this contract.

4.2 The agreement may be renewed for a further term with consent of the governing bodies. If there is a joint desire to renew, the renewal must be done not later than 30 days prior to the end of the present term, and the renewal shall be for such periods as the Parties agree.

V. ESTABLISHMENT OF A JOINT USE COMMITTEE

5.1 The City and the District shall establish a Joint Use Committee ("Committee"), composed of staff representatives of the City and the District, to develop the schedule for use of outdoor recreational facilities, to recommend rules and regulations for the City and District to adopt to implement this Agreement, to monitor and evaluate the joint use Agreement, and to confer to discuss interim problems during the term of this agreement.

5.2 The Committee shall consist of seven (7) members: (1) City of Laredo's Park & Recreations Director or designee; (2) City Parks & Recreation Assistant Director, Parks; (3) City Parks & Recreation Athletic Superintendent or designee; (4) a City Representative (assigned by the City Manager), (5) District's Athletic Director or designee; (6) District's Division of Operations Director or designee; and (7) a District Representative (assigned by the Superintendent).

5.3 The Committee shall hold meetings no less than three (3) times a year to create a master schedule for the upcoming year, to review performance of the joint use agreement, and to confer to discuss interim problems during the term of the Agreement.

5.4 Prior to incurring any cost sharing for maintenance and capital improvements between the City and the District, the Committee shall first review and recommend approval of the improvements.

5.5 The City and/or the District will provide summary of minutes of these meetings.

VI. GENERAL PRIORITY SCHEDULING TERMS

6.1 The City and the District shall develop a master schedule through a priority system.

6. 2 The District shall have priority use of Albert Ochoa Baseball Park and Freddie Benavides Baseball Field during the following:

a. High School baseball season for practice;
b. Nixon and Cigarroa baseball games, respectively; and
c. District Playoff games;

6.3 The City shall have priority use of Market Tennis Courts for City sponsored youth programs or activities.

6.4 City or District sponsored programs or activities at outdoor recreational facilities listed in (j), infra. but not mentioned in 6.2 or 6.3 above shall be given priority use and determined at the Joint Use Committee meetings or through schedule requests.

6.5 The City and District shall submit scheduling requests via e-mail to entire committee a minimum of fifteen (15) calendar days prior to cancelling or additional use requests.

6.6 Unless otherwise provided, each party agrees to exercise due care in the use of the facilities.

6.7 Each party shall be responsible for the regular maintenance, repair, and upkeep of their respective priority use facilities. This includes: janitorial services including clean and stocked restrooms throughout the day, and replacement or repair of any major equipment including scoreboards.

6.8 The City shall have the responsibility for scheduling the use of the facilities with Third Parties, taking into account the scheduling does not conflict with the priority rights of the District. The City may charge rental fees to third-party users of the facilities to cover any administrative and maintenance costs which the City may incur.

6.9 The District shall not contract with, or allow for, whether for a fee or not, any group, public or private, to any of the facilities which are the subject of this agreement.

VII. SPECIFIC FACILITY OBLIGATIONS

7.1 Joint Use of Albert Ochoa Baseball Park (Nixon High Practice Field); Freddie Benavides Baseball Field (part of Cigarroa Recreational Sports Complex); Cigarroa Recreational Sports Complex Multi-Purpose Field (Cigarroa High Soccer Practice Facilities; and Kawas Elementary parking lot (for city use as needed).

7.2 The District shall be responsible for the regular maintenance, repair, and upkeep of the facilities in 7.1 for the term of the agreement.

7.3 The District and the City will each be responsible for the "dressing up" and "make ready" maintenance of the facilities for their respective scheduled events.

7.4 For the term of the agreement, the District shall assume full responsibility for the following expenses regarding facilities mentioned in 7.1 and shall arrange to be billed directly for all charges and costs:

2. All water costs;
3. All electricity costs;
4. Any and all necessary repair costs or improvements to the facility, including vandalism repair.

7.5 Joint Use of Cigarroa Recreational Sports Complex Tennis Courts and Market Tennis Courts Complex.

7.6 The City shall be responsible for the regular maintenance, repair, and upkeep of the facilities in 7.5, specifically; the tennis Courts located at Cigarroa Recreational Sports Complex and the tennis courts at Market for the term of the agreement.

7.7 For the term of the agreement, the City shall assume full responsibility for the following expenses regarding facilities mentioned in 7.5 and shall arrange to be billed directly for all charges and costs:

1. All water costs;
2. All electricity costs;
3. Any and all necessary repair costs or improvements to the facility, including vandalism repair.

VIII. PARKING

During the City's use of facilities, the District shall make available for public parking, the parking facilities available.

IX. USE OF OTHER CITY RECREATIONAL FACILITIES BY DISTRICT

This agreement does not extend to any other recreational facility owned by the City.

X. OPTION TO WITHDRAW

This Agreement may be terminated at any time prior to its expiration if termination is made by the governing body upon thirty (30) days written notice.

XI. NON-APPROPRIATION CLAUSE

To the extent that this agreement, requires or obligates either party to provide funding for any aspect of this contract, in a period other than the current fiscal year, such fiscal obligation on the part of either party is subject to appropriation by the governing body of the respective facility, and not otherwise.

XII. SAFETY STANDARDS

12.1 The District and the City agree that each shall fully comply with all established safety standards applicable to the operation and use of the outdoor recreational facilities.

12.2 The City shall post such signs as necessary to inform users of rules, regulations, governmental codes, and ordinances, and during the term of this agreement, including any extension thereof, the City and District agree to enforce such rules and regulations.

12.3 It is understood and agreed that the parties presently employ both commissioned peace officers and security personnel sufficient for the security needs of the facilities during special events. District and the City agree that any additional security need for special events shall be at the cost and expense of the party using or leasing the facility.

XIII. IDEMNIFICATION

13.1 The City shall defend, indemnify, and hold the District, its officers, employees and agents, harmless from and against any and all liabilities, loss, expense, or claims for injury or damages, arising of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for

injury are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents or employees.

13.2 The District shall defend, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all liabilities, loss, expense, or claims for injury or damages, arising of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents or employees.

13.3 The City and the District shall each be liable for its own acts of negligence, to the extent provided in law.

XIV. INSURANCE

The District and the City agree to provide the following insurance in connection with this agreement:

a. Commercial Comprehensive General Liability or shall maintain self-insurance liability coverage;

b. Documentation of Insurance: The City and the District shall provide to each other a certificate of insurance each year this Agreement is in effect showing proof of the above coverage. Further, Commercial policies shall contain a provision requiring the carrier to provide at least thirty (30) days notice prior to cancellation or amendment of the policy. In the event the City or the District is self-insured for the above coverage, such agency shall provide a letter clarifying applicable coverage which be generally comparable to current commercial forms of such insurance provided by law to Texas municipalities, which shall cover liability for property damage and personal injury pursuant to City's use and ownership of the facilities.

XV. ASSIGNMENTS

This agreement is not assignable.

XVI. TAXES

17.1 The District shall pay all taxes on real or personal property and all license fees on other licensed equipment from which it is not otherwise exempt.

17.2 The City shall not in any case be held liable for any taxes or fees normally the responsibility of the land and building owner.

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements and understandings.

XVIII. AMENDMENT

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

XIX. NOTICES

Any notice required by this agreement to be given to the other party, shall be sent via U.S. Certified Mail as follows:

To the District:

Sylvia A. Rios
Superintendent
1702 Houston St.
Laredo, Texas 78040
(956) 273-1000

To the City:

Rosario Cabello
Robert A. Eads
Co-Interim City Managers
1110 Houston St.
PO Box 579
Laredo, TX 78042-0579
(956) 791-7302

XX. TEXAS LAW TO APPLY

This agreement shall be construed under and in accordance with the laws of the State of Texas. Any and all obligations of the parties created hereunder are performable in the County of Webb.

XXI. EFFECTIVE DATE

This agreement shall be effective when signed by the last party whose signing makes the agreement fully executed. This Agreement will automatically renew for successive one year terms unless sooner terminated in accordance with the terms of the contract.

XXII TERMINATION

This agreement may be terminated by either party upon forty-five (45) days written notice. Each party shall be responsible for the obligations under this agreement prior to the date of termination.

LAREDO INDEPENDENT SCHOOL DISTRICT

_____

Sylvia A. Rios
Superintendent
1702 Houston St.
Laredo, Texas 78040
(956) 273-1000

CITY OF LAREDO:

_____

Rosario Cabello
Co-Interim City Manager
1110 Houston St.
PO Box 579
Laredo, TX 78042-0579
(956) 791-7302

_____

Robert A. Eads
Co-Interim City Manager
1110 Houston St.
PO Box 579
Laredo, TX 78042-0579
(956) 791-7302

ATTEST:

_____
Jose A. Valdez, Jr.
City Secretary

APPROVED AS TO FORM:

_____
Kristina L. Hale
City Attorney

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

2019-R-98 Authorizing the Co-Interim City Managers to ratify and accept a mine resistant ambush protected (MRAP) all terrain vehicle (ATV) from the Texas Law Enforcement Support Office (LESO) Program. The LESO Program (formerly the 1033 Program) allows law enforcement agencies to receive Department of Defense (DoD) excess property. The transfer of this asset is at no cost to the city and will be recorded in the City's Fixed Asset Inventory System.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Resolution **2018-R-131** to accept participation in the LESO Program and submit and accept requests of property on an as needed basis as deemed necessary by the Chief of Police was approved by council on 10/01/2018.

BACKGROUND

The National Defense Authorization Act authorizes the Secretary of Defense to transfer excess Department of Defense (DoD) personal property to Federal, State, and Local Law Enforcement Agencies (LEA) with special emphasis given to counter drug and counter terrorism. The LESO Program (formerly the 1033 Program) allows LEAs to receive DoD excess property.

The Laredo Police Department submitted an application approved by the Chief of Police and City Manager to participate in this program. LPD was accepted by the LESO Program and authorization given to accept property on an as needed basis. Since the LESO Program has a 14 day reutilization cycle, once the letter of authorization for release (LOAR) has been received by LPD for the selected property then LPD has only 10 days to make arragements to pick up or ship property.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this resolution be approved.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Any property acquired through the Law Enforcement Support Office (LESO) Program will be recorded in the City's Fixed Asset Inventory System.

Attachments

Resolution

RESOLUTION # 2019-R-98

Authorizing the Co-Interim City Managers to ratify and accept a mine resistant ambush protected (MRAP) all terrain vehicle (ATV) from the Texas Law Enforcement Support Office (LESO) Program. The LESO Program (formerly the 1033 Program) allows Law Enforcement Agencies to receive Department of Defense (DoD) excess property. The transfer of this asset is at no cost to the city and will be recorded in the City's Fixed Asset Inventory System.

Whereas, the Police Chief recommends that Council authorizes the Co- Interim City Managers to ratify and accept a M-RAP vehicle from the Texas Law Enforcement Support Office (LESO) Program and;

Whereas, LESO is a Department of Defense (DOD) program with a 14 day reutilization cycle. Once an agency selects property they have 10 days to make arrangements to pick up or ship property.

Whereas, transfer of property is at no cost to the city and any property received will be recorded in the City's Fixed Asset Inventory System.

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

Section 1: Authorizing the Co-Interim City Managers to ratify and accept a mine resistant ambush protected (MRAP) all terrain vehicle (ATV) from the Texas Law Enforcement Support Office (LESO) Program. The LESO Program (formerly the 1033 Program) allows Law Enforcement Agencies to receive Department of Defense (DoD) excess property. The transfer of this asset is at no cost to the city and will be recorded in the City's Fixed Asset Inventory System.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA L. HALE
CITY ATTORNEY

Police **b.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

2019-R-100 Amending resolution 2019-R-80 by adding one (1) additional memorandum of understanding (Webb County District Attorney - Radio Agreement) to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, et al. A comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

City Council approved Resolution # 2019-R-80 on June 3, 2019.

BACKGROUND

Since FY 2009 City Council approved the City of Laredo Police Department to work in conjunction with the agencies listed on Exhibit A. These agreements allow the Police Department to participate with other law enforcement agencies and refer civilians to social service organizations for any assistance.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	N/A
Source of Funds:	N/A

Account #: N/A

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

No Financial Impact.

Attachments

Resolution #2019-R-100

2019 MOUs List

COUNCIL COMMUNICATION

DATE:	**SUBJECT: RESOLUTION #2019-R-100**
8/5/2019	Amending resolution #2019-R-80 by adding one (1) additional memorandum of understanding *(Webb County District Attorney - Radio Agreement)* to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, *et al*., a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo.

INITIATED BY:	**STAFF SOURCE:**
Rosario C. Cabello Co-Interim City Manager	Claudio Treviño Jr Chief of Police

PREVIOUS COUNCIL ACTION:
City Council approved Resolution # 2019-R-80 on June 3, 2019.

BACKGROUND:
Since FY 2009 City Council approved the City of Laredo Police Department to work in conjunction with the agencies listed on Exhibit A. These agreements allow the Police Department to participate with other law enforcement agencies and refer civilians to social service organizations for any assistance.

FINANCIAL IMPACT:
N/A

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:**
	Recommends the approval of this Resolution.

RESOLUTION #2019-R-100

Amending resolution #2019-R-80 by adding one (1) additional memorandum of understanding *(Webb County District Attorney - Radio Agreement)* to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, *et al*., a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo.

Whereas, the City of Laredo Police Department agrees to work in conjunction with these agencies; and

Whereas, the City of Laredo Police Department will assist law enforcement agencies on an as needed basis; and

Whereas, the City of Laredo Police Department will refer civilians that they come in contact with to those listed social service organizations that could assist them; and

Whereas, Exhibit A will be applicable starting on January 1, 2019 and ending on December 31, 2019.

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

SECTION 1: Amending resolution #2019-R-80 by adding one (1) additional memorandum of understanding *(Webb County District Attorney - Radio Agreement)* to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, *et al*., a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
KRISTINA LAUREL HALE
CITY ATTORNEY

LAREDO POLICE DEPARTMENT
2019 Agreements
Amended August 5, 2019

	Agency	Category
1	Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)	LEA
2	Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) - eTrace	LEA
3	Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) - National Integrated Ballistic Information Network (NIBIN)	LEA
4	Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) - Radio Agreement	Communications
5	Children's Advocacy Center	Social Services
6	Correction Corporation of America (CCA) - Sexual Abuse Investigations	LEA
7	Correction Corporation of America (CCA) Detention Center	LEA
8	Correction Corporation of America (CCA) Detention Center - Radio Agreement	Communications
9	CoreCivic (formely Correction Corporation of America (CCA)) Processing Center	LEA
10	Drug Enforcement Administration (DEA)	LEA
11	Drug Enforcement Administration (DEA) - License Plate Reader Information	LEA
12	Federal Bureau of Investigations (FBI) - Joint Terrorism Task Force (JTTF)	LEA
13	Federal Bureau of Investigations (FBI) - Safe Streets Task Force	LEA
14	Federal Bureau of Investigations (FBI) - Task Force Officers Deputation	LEA
15	Harris County District Attorney	LEA
16	Juvenile Enforcement Task Force	LEA
17	Laredo Community College - Police Academy	LEA
18	Laredo Community College Police Dept.	LEA
19	Laredo Community College Police Dept. - Radio Agreement	Communications
20	Laredo Crime Stoppers, Inc.	Social Services
21	Laredo Housing Authority	Social Services
22	Laredo Independent School District Police Dept.	LEA
23	Laredo Independent School District Police Dept. - TLETS, TCIC, NCIC	LEA
24	Laredo Int'l Airport Air Traffic Control	Communications
25	Laredo Job Corps	Social Services
26	Laredo Police Department HIDTA Task Force - Homeland Security Investigations	LEA
27	Laredo-Webb County Safe Haven	LEA
28	Law Enforcement Analysis Portal (LEAP)	LEA
29	Learning For Life (LPD Explorers)	Social Services
30	Motorola, Inc. (equip. trial agreement)	LEA
31	Office of the Inspector General, TDCJ	LEA
32	Property Room.com	LEA
33	Regional Organized Crime Information Center (ROCIC)	LEA
34	Sam Houston State University - subaward agreement (USMS)	LEA
35	SCAN (End Violence Against and Abuse of Women Later in Life Program)	Social Services
36	SCAN (HIV Early Intervention Program)	Social Services
37	SCAN (Sexual Assault Response Team)	Social Services
38	SCAN (Sexual Assault Services Information)	Social Services
39	SCAN (Shelter and Street Outreach Services)	Social Services
40	SCAN (Substance Abuse and Mental Health Services Administration, National Child Traumatic Stress Initiative)	Social Services
41	SCAN (Transforming Texas Program)	Social Services
42	SCAN (Transitional Living Program)	Social Services
43	SCAN (Violence Against Women)	Social Services
44	SCAN (Webb County Coalition)	Social Services
45	SCAN (Youth Runaway and Homeless)	Social Services
46	South Texas Border Intelligence Center (STXBIC)	LEA
47	Texas A&M Int'l University	Social Services
48	Texas A&M Int'l University Police Dept.	LEA
49	Texas Alcoholic Beverage Commission (TABC) - Office Space	LEA
50	Texas Alcoholic Beverage Commission (TABC) - Radio Agreement	Communications
51	Texas Comptroller of Public Accounts	LEA
52	Texas Crime Information Center (TCIC) - Lic. Plate Reader	LEA
53	Texas Department of Public Safety - Driver License Image Retrieval System	LEA
54	Texas Department of Public Safety - Motor Carrier Safety Assistance Program	LEA
55	Texas Department of Public Safety - TDEX	LEA
56	Texas Department of Public Safety - Victim Services	LEA
57	Texas Department of Public Safety and FBI Criminal Justice Information Systems	LEA
58	Texas DPS Aircraft - Radio Agreement	Communications
59	Texas DPS CCD Archive Website	LEA
60	Texas DPS Fusion Center	LEA
61	Texas DPS Gang Intelligence Index (TXGANG)	LEA
62	Texas Military Forces	LEA
63	Texas Parks & Wildlife (Lake Casa Blanca)	LEA
64	U.S. Customs and Border Protection (USBP) - Radio Agreement	Communications
65	U.S. Customs and Border Protection Office of Air and Marine - Radio Agreement	Communications
66	U.S. Customs and Border Protection/U.S. Border Patrol	LEA
67	U.S. Immigration & Customs Enforcement (ICE) - LPD Cross Designation	LEA
68	U.S. Immigration & Customs Enforcement (ICE) Homeland Security Investigations (HSI)	LEA
69	U.S. Immigration & Customs Enforcement (ICE) Homeland Security Investigations (HSI)-Heroin Initiative	LEA
70	U.S. Immigration & Customs Enforcement (ICE) Port Isabel Detention Center	LEA
71	U.S. Marshals (USMS) - Fugitive Apprehension Task Force	LEA
72	U.S. Marshals (USMS) - Sex Offenders Joint Operation	LEA
73	U.S. Probation SDTX (Training Facility)	LEA
74	Union Pacific Railroad Company Police - Radio Agreement	Communications
75	United Independent School District Police Dept.	LEA
76	United Independent School District Police Dept. - TCIC/NCIC	LEA
77	University of Texas Health Science Center at San Antonio Police Dept.	LEA
78	Veterans Affairs	Social Services
79	*Webb County District Attorney's Office - Radio Agreement*	*Communications*
80	Webb County District Attorney's Office - SART	LEA
81	Webb County District Attorney's Office - Traffic Safety Program	LEA
82	Webb County Sheriff Department - Justice Assistance Grant Working Agreement	LEA
83	Webb County Sheriff Department - Operation Stonegarden Working Agreement	LEA
84	Webb County Sheriff Department - Radio Agreement	Communications
85	Webb County Sheriff Department - TLETS	LEA
86	Webb County Sheriff's Office - Crime Victims Unit and Domestic Violence Division	LEA
87	Workforce Solutions for South Texas	Social Services
88	Zapata County Sheriff Department - TLETS	LEA

Police **C.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

Authorizing the Co-Interim City Managers to accept a grant in the amount of $872,271 to fund the Laredo Police Department HIDTA-HSI/DEA HIDTA Task Forces, and the Rio Grande Valley Financial HIDTA Task Force, and to enter into an agreement with Webb Co. Sheriff's Office (WCSO), and Zapata Co. Sheriff's Office (ZCSO) to provide services under the terms and conditions as stated in the LPD HSI HIDTA Task Force contract for participation in the task force. The initiatives are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding for the LPD-HSI/DEA HIDTA Task Forces will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2019 through December 31, 2020. Funding for the Rio Grande Valley Financial Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2019 through December 31, 2020

PREVIOUS COUNCIL ACTION

Approved Resolution # 2018-R-144 on 11/05/2018.

BACKGROUND

The City of Laredo has been the grantee agency for the past twenty-seven years of the Laredo Police Department HIDTA HSI/DEA HIDTA Task Forces and the Rio Grande Valley Financial Task Force. The Task Forces work together with other Local, State and Federal Agencies, with their main focus being the identification and disruption/dismantling of Major Drug Trafficking Organizations. LPD, as per the HIDTA Executive Committee, has agreed to select WCSO and ZCSO. to serve as HIDTA Task Force participants. Funds under the original grant pay for personnel salaries, overtime, fringe benefits, travel and operating expenses. The grant is 100% federally funded by the Office of the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA).

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that this Resolution be approved.

Fiscal Impact

Fiscal Year:	2019-2020
Bugeted Y/N?:	Yes
Source of Funds:	Financial Task Force
Account #:	223
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funds are budget for in the Financial Task Force Fund.

Attachments

Webb County Contract
Zapata County Contract
FY19 HIDTA
Supplemental Award Docs Award
HIDTA Award Budget
Certification Lobbying
Non Construction
Resolution R-94

THE STATE OF TEXAS §
§ **Contract No.**
COUNTY OF Webb County §

CONTRACT FOR HIDTA SERVICES

THIS AGREEMENT made and entered on this 1st day of January 2019, by and between The Laredo Police Department hereinafter LPD and Webb County Sheriff's office, hereinafter Webb Co. SO.

WHEREAS, the EXECUTIVE COMMITTEE for the SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREA SOUTH TEXAS REGION hereinafter known as "HIDTA" has selected Webb Co. SO to serve as HIDTA Task Force participant;

WHEREAS, Webb Co. SO, has expertise in the area of drug interdiction, intelligence collection/dissemination, special investigations, asset forfeitures and law enforcement and;

WHEREAS, LPD and Webb Co. SO are authorized to enter into this Agreement that meets the approval of the HIDTA EXECUTIVE COMMITTEE; and

NOW THEREFORE, in consideration of the county benefit herein contained, it is agreed as follows:

1. HIRING OF CONTRACTOR:

LPD hereby hires Webb Co. SO to provide professional services under the terms and conditions stated, and Webb Co. SO hereby agrees and accepts to perform such services.

2. DUTIES AND RESPONSIBILITIES:

Webb Co. SO shall be responsible for the successful implementation of the HIDTA EXECUTIVE COMMITTEE's Strategy and Policies. The principal responsibilities of Webb Co. SO shall be to:

a. to accomplish the objectives of the Laredo Police Department HIDTA Task Force, the Webb Co. SO agrees to detail 2 experienced officer(s) to the Laredo Police Department HIDTA Task Force for a period of one year. During this period of assignment, the 2 officer(s) will be under the supervision of the Task Force.

b. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;

c. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

d. conduct drug trafficking and money laundering investigations utilizing traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

e. The 2 officer(s) assigned to the Task Force shall adhere to Federal, state and local agency policies and procedures as required. Failure to adhere to policies and procedures shall be grounds for dismissal from the Task Force.

f. The Webb Co. SO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles, Federal and local policies to facilitate on-site inspection and auditing of such records and accounts. The Webb Co. SO shall maintain all such reports and records until all litigation, claims, audits, and examinations are completed and resolved or for a period of three (3) years after termination of this agreement, whichever is later.

g. The Webb Co. SO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

3. CONFIDENTIALITY OF DATA:

All financial, statistical, personal, technical, and law enforcement sensitive data and information related to the work performed by Webb Co. SO, or which becomes available to Webb Co. SO in carrying out this Agreement, shall be protected for and on behalf of HIDTA by Webb Co. SO from unauthorized use or unauthorized disclosure.

4. LIABILITY:

Webb Co. SO agrees and understands that Webb Co. Sheriff's Office shall not be provided legal representation for any claims or causes of action arising from Webb Co. Sheriff's Office performance hereunder.

5. PROFESSIONAL LIABILITY:

In connection with the provision of Webb Co. Sheriff's Office duties, Webb Co SO shall indemnify, defend, and hold LPD and its employees harmless for any and all claims, lawsuits, legal expenses, and any other costs related to the performance or non-performance of this Agreement.

6. NON-APPROPRIATION OF FUNDS:

It is specifically understood and agreed, that in the event no funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this contract on behalf of LPD, then LPD shall notify Webb Co. SO and this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expenses to the LPD.

7. INDEPENDENT CONTRACTOR:

In performing the services herein specified, Webb Co. SO is acting as an independent contractor, and Webb Co. SO shall not be considered an employee of LPD. In no event shall this be construed as establishing a partnership or joint venture or similar relationships between the parties hereto, and nothing contained herein shall be construed as creating the relationship of employer and employee between LPD and Webb Co. SO. Webb Co. SO staff shall not be eligible for any employee benefit plan offered by LPD.

8. DURATION AND TERMINATION:

Webb Co. SO shall enter into service for the period beginning, January 1st 2019 through December 31st 2019 Webb Co. SO, LPD, and/or the HIDTA EXECUTIVE COMMITTEE may terminate this Agreement without cause by giving thirty (30) days written notice to the other party. All personnel actions require a majority vote by the EXECUTIVE COMMITTEE. Once notice of termination is given by Webb Co. SO, LPD, and/or the HIDTA EXECUTIVE COMMITTEE, the Webb Co. SO must immediately return all materials that belong to the initiative and may not return to the premises for any reason without written authorization by the HIDTA EXECUTIVE COMMITTEE.

9. LAWS GOVERNING CONTRACT:

For purpose of determining the place of Agreement and the laws governing same, this Agreement is entered into in the County of Webb, Texas, and shall be governed by the laws of Texas with venue in Webb County.

10. ENTIRE AGREEMENT:

This Agreement constitutes and expresses the entire Agreement between the parties and shall not be amended or modified except by written instrument signed by both parties.

11. ASSIGNMENT OF SUBLETTING:

This Agreement shall not be assigned or sublet in whole or in part.

12. COMPLIANCE WITH ALL LAWS:

Both parties will act, at all times, in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal Laws, including the HIDTA Program Policy and Budget Guidance (dated September 21, 2012) and the Southwest Border HIDTA South Texas Region Executive Committee Charter.

13. NOTICES:

Any notice or writing required or permitted to be given under the terms of this Agreement shall be regarded as delivered when a copy of same has been delivered to the party entitled to receive it by Certified Mail, Return Receipt Requested, or by personal delivery at the address below or such address as a party my designate by written notice to the other party.

TO CONTRACTOR	Webb County Sheriff's Office 902 Victoria Street Laredo, Texas 78040
TO LPD	Laredo Police Department 4712 Maher Street Laredo, Texas 78041

SIGNED and executed on this _____ day of _____, 2019.

_____
Funding Agency Representative
Title

_____
Task Force Participating Agency Rep\
Title

_____

_____
Pete Saenz
Mayor

ATTEST:

_____
Jose A. Valadez, Jr.
City Secretary

APPROVED AS TO FORM:

_____
Kristina Laurel Hale
City Attorney

Approved as to Form:

_____
HIDTA Director

ATTESTED BY:

_____
Funding Agency Attestor
Title

THE STATE OF TEXAS §
§ **Contract No.**
COUNTY OF Webb County §

CONTRACT FOR HIDTA SERVICES

THIS AGREEMENT made and entered on this 1st day of January 2019, by and between The Laredo Police Department hereinafter LPD and Zapata County Sheriff's office, hereinafter Zapata Co. SO.

WHEREAS, the EXECUTIVE COMMITTEE for the SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREA SOUTH TEXAS REGION hereinafter known as "HIDTA" has selected Zapata Co. SO to serve as HIDTA Task Force participant;

WHEREAS, Zapata Co. SO, has expertise in the area of drug interdiction, intelligence collection/dissemination, special investigations, asset forfeitures and law enforcement and;

WHEREAS, LPD and Zapata Co. SO are authorized to enter into this Agreement that meets the approval of the HIDTA EXECUTIVE COMMITTEE; and

NOW THEREFORE, in consideration of the county benefit herein contained, it is agreed as follows:

1. HIRING OF CONTRACTOR:

LPD hereby hires Zapata Co. SO to provide professional services under the terms and conditions stated, and Zapata Co. SO hereby agrees and accepts to perform such services.

2. DUTIES AND RESPONSIBILITIES:

Zapata Co. SO shall be responsible for the successful implementation of the HIDTA EXECUTIVE COMMITTEE's Strategy and Policies. The principal responsibilities of Zapata Co. SO shall be to:

a. to accomplish the objectives of the Laredo Police Department HIDTA Task Force, the Zapata Co. SO agrees to detail 2 experienced officer(s) to the Laredo Police Department HIDTA Task Force for a period of one year. During this period of assignment, the 2 officer(s) will be under the supervision of the Task Force.

b. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;

c. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

d. conduct drug trafficking and money laundering investigations utilizing traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

e. The 2 officer(s) assigned to the Task Force shall adhere to Federal, state and local agency policies and procedures as required. Failure to adhere to policies and procedures shall be grounds for dismissal from the Task Force.

f. The Zapata Co. SO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles, Federal and local policies to facilitate on-site inspection and auditing of such records and accounts. The Zapata Co. SO shall maintain all such reports and records until all litigation, claims, audits, and examinations are completed and resolved or for a period of three (3) years after termination of this agreement, whichever is later.

g. The Zapata Co. SO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

3. CONFIDENTIALITY OF DATA:

All financial, statistical, personal, technical, and law enforcement sensitive data and information related to the work performed by Zapata Co. SO, or which becomes available to Zapata Co. SO in carrying out this Agreement, shall be protected for and on behalf of HIDTA by Zapata Co. SO from unauthorized use or unauthorized disclosure.

4. LIABILITY:

Zapata Co. SO agrees and understands that Zapata Co. Sheriff’s Office shall not be provided legal representation for any claims or causes of action arising from Zapata Co. Sheriff’s Office performance hereunder.

5. PROFESSIONAL LIABILITY:

In connection with the provision of Zapata Co. Sheriff's Office duties, Zapata Co SO shall indemnify, defend, and hold LPD and its employees harmless for any and all claims, lawsuits, legal expenses, and any other costs related to the performance or non-performance of this Agreement.

6. NON-APPROPRIATION OF FUNDS:

It is specifically understood and agreed, that in the event no funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this contract on behalf of LPD, then LPD shall notify Zapata Co. SO and this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expenses to the LPD.

7. INDEPENDENT CONTRACTOR:

In performing the services herein specified, Zapata Co SO is acting as an independent contractor, and Zapata Co. SO shall not be considered an employee of LPD. In no event shall this be construed as establishing a partnership or joint venture or similar relationships between the parties hereto, and nothing contained herein shall be construed as creating the relationship of employer and employee between LPD and Zapata Co SO. Zapata Co. SO staff shall not be eligible for any employee benefit plan offered by LPD.

8. DURATION AND TERMINATION:

Zapata Co. SO shall enter into service for the period beginning, January 1st 2019 through, December 31st 2019 Zapata Co. SO, LPD, and/or the HIDTA EXECUTIVE COMMITTEE may terminate this Agreement without cause by giving thirty (30) days written notice to the other party. All personnel actions require a majority vote by the EXECUTIVE COMMITTEE. Once notice of termination is given by Zapata Co. SO, LPD, and/or the HIDTA EXECUTIVE COMMITTEE, the Zapata Co. SO must immediately return all materials that belong to the initiative and may not return to the premises for any reason without written authorization by the HIDTA EXECUTIVE COMMITTEE.

9. LAWS GOVERNING CONTRACT:

For purpose of determining the place of Agreement and the laws governing same, this Agreement is entered into in the County of Zapata, Texas, and shall be governed by the laws of Texas with venue in Zapata County.

10. ENTIRE AGREEMENT:

This Agreement constitutes and expresses the entire Agreement between the parties and shall not be amended or modified except by written instrument signed by both parties.

11. ASSIGNMENT OF SUBLETTING:

This Agreement shall not be assigned or sublet in whole or in part.

12. COMPLIANCE WITH ALL LAWS:

Both parties will act, at all times, in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal Laws, including the HIDTA Program Policy and Budget Guidance (dated September 21, 2012) and the Southwest Border HIDTA South Texas Region Executive Committee Charter.

13. NOTICES:

Any notice or writing required or permitted to be given under the terms of this Agreement shall be regarded as delivered when a copy of same has been delivered to the party entitled to receive it by Certified Mail, Return Receipt Requested, or by personal delivery at the address below or such address as a party my designate by written notice to the other party.

TO CONTRACTOR	Zapata County Sheriff's Office 600 Hidalgo Blvd Zapata, Texas 78076
TO LPD	Laredo Police Department 4712 Maher Street Laredo, Texas 78041

SIGNED and executed on this _____ day of _____, 2019.

_____
Funding Agency Representative
Title

_____
Task Force Participating Agency Rep\
Title

_____

_____
Pete Saenz
Mayor

ATTEST:

_____
Jose A. Valadez, Jr.
City Secretary

APPROVED AS TO FORM:

_____
Kristina Laurel Hale
City Attorney

Approved as to Form:

_____
HIDTA Director

ATTESTED BY:

_____
Funding Agency Attestor
Title

April 22, 2019

Mr. Robert A. Eads and Ms. Rosario C. Cabello
Laredo Police Department - City of Laredo
1110 Houston Street
Laredo, TX 78040-8019

Dear Mr. Robert A. Eads and Ms. Rosario C. Cabello:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G19SS0001A) has been awarded in the amount of $872,271.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the SWB - South Texas HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The original Grant Agreement, including certain Special Conditions, is enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the enclosed Grant Conditions, including the timely submission of all financial and programmatic reports, the resolution of audit findings, and the maintenance of a minimum level of cash-on-hand. Should your organization not adhere to these terms and conditions, ONDCP may terminate the grant for cause or take other administrative action.

If you accept this award, please sign both the Grant Agreement and the Grant Conditions and return a copy to:

Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600
Or via email to your respective NHAC accountant.

Please keep the original copy of the Grant Agreement and Grant Conditions for your file. If you have any questions pertaining to this grant award, please contact Sherri Lucas at (202) 395 - 5506.

Sincerely,

Shannon Kelly
National HIDTA Director

Executive Office of the President Office of National Drug Control Policy	**Grant Agreement**	
1. Recipient Name and Address Robert A. Eads and Rosario C. Cabello Laredo Police Department - City of Laredo 1110 Houston Street Laredo, TX 78040-8019	4. Award Number (FAIN): G19SS0001A 5. Period of Performance: From 01/01/2019 to 12/31/2020	
2. Total Amount of the Federal Funds Obligated: $872,271	6. Federal Award Date: April 22, 2019	7. Action: Initial
2A. Budget Approved by the Federal Awarding Agency $872,271	8. Supplement Number	
3. CFDA Name and Number: *High Intensity Drug Trafficking Areas Program - 95.001*	9. Previous Award Amount:	
3A. Project Description *High Intensity Drug Trafficking Areas (HIDTA) Program*	10. Amount of Federal Funds Obligated by this Action: $872,271.00 11. Total Amount of Federal Award: $872,271.00	
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.		
13. Statutory Authority for Grant: *Public Law 116-6*		
AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Official Co-Interim City Managers Robert A. Eads Rosario C. Cabello Laredo Police Department - City of Laredo	
16. Signature of Approving ONDCP Official 	17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY		
18. Accounting Classification Code DUNS: 069463594 EIN: 1746001573A4	19. HIDTA AWARD *OND1070DB1920XX OND6113* *OND2000000000 OC 410001*	

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

   For more information on the Part 200 Uniform Requirements, see https://cfo.gov/cofar/. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:

   - 28 CFR Part 69 – "New Restrictions on Lobbying"
   - Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 7 of these terms and conditions
   - Non-profit Certifications (when applicable)

3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than nine months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at https://harvester.census.gov/facweb/.

4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.

5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent (s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

These general terms and conditions, as well as archives of previous versions of the general terms and conditions, are available online at *www.whitehouse.gov/ondcp/grants*.

7. Conflict of Interest and Mandatory Disclosures

   A. Conflict of Interest Requirements

As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from subrecipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.

ii. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.

iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Native American tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

8. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) Be registered in SAM before submitting its application; (ii) provide a valid DUNS number in its application; (iii) continue to maintain an active System for Award Management registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

9. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 CFR 200.331.

10. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180, dealing with all sub-awards and contracts issued under the grant.

11. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:

a) Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.

c) Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.

d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

e) Take reasonable measures to safeguard protected PII and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain and report current information to the SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent 5 year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition (below);

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5 year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance (PPBG).
2. This award is subject to the requirements in ONDCP's HIDTA PPBG.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.
6. Property acquired with these HIDTA grant funds is to be used for activities of the SWB - South Texas HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

D. Federal Award Performance Goals

1. All entities that receive funds from this award are responsible for achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and ONDCP.
2. All entities that receive funds from this award must report progress in achieving performance goals at least quarterly using the PMP.

   See also Section A. 4 regarding Federal Financial Reports.

E. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS/DPM system (https://pms.psc.gov/).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.

3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

   Remittance Instructions - Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

   Through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

   (i) For ACH Returns:

   Routing Number:
   Account number:
   Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

   (ii) For Fedwire Returns*:

   Routing Number:
   Account number:
   Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY
   (* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

   For recipients that do not have electronic remittance capability, please make check** payable to: "The Department of Health and Human Services."

   Mail Check to Treasury approved lockbox:
   HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231
   (** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

   Any additional information/instructions may be found on the PMS Web site at http://pms.psc.gov/.

4. The grantee or subgrantee may keep interest amounts up to $500 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

_____ Date: _____

Robert A. Eads

Laredo Police Department - City of Laredo

_____ Date: _____

Rosario C. Cabello
Laredo Police Department - City of Laredo

Initiative Cash by HIDTA

FY 2019

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - South Texas	**Laredo Police Department - City of Laredo**	Laredo DEA HIDTA Task Force	117,258.00	Investigation	G19SS0001A
		Laredo Police Department HIDTA Task Force	707,413.00	Investigation	G19SS0001A
		Rio Grande Valley HIDTA Task Force	47,600.00	Investigation	G19SS0001A
	Agency Total : Laredo Police Department - City of Laredo		**872,271.00**		
Total			**872,271.00**		

Budget Detail

2019 - SWB - South Texas

Initiative - Laredo DEA HIDTA Task Force — Investigation

Award Recipient - Laredo Police Department - City of Laredo (G19SS0001A)

Resource Recipient - Laredo Police Department

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$872,271.00***
Personnel	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	1	$89,357.00
Total Personnel		**$89,357.00**
Fringe	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	1	$26,807.00
Total Fringe		**$26,807.00**
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	1	$1,094.00
Total Overtime		**$1,094.00**
Total Budget		**$117,258.00**

Budget Detail

2019 - SWB - South Texas

Initiative - Laredo Police Department HIDTA Task Force Investigation

Award Recipient - Laredo Police Department - City of Laredo (G19SS0001A)

Resource Recipient - Laredo Police Department

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$872,271.00***
Personnel	**Quantity**	**Amount**
Financial Staff	1	$58,011.00
Investigative - Law Enforcement Officer	6	$390,899.00
Total Personnel		**$448,910.00**
Fringe	**Quantity**	**Amount**
Financial staff	1	$17,403.00
Investigative - Law Enforcement Officer	6	$126,720.00
Total Fringe		**$144,123.00**
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	6	$31,500.00
Total Overtime		**$31,500.00**
Travel	**Quantity**	**Amount**
Administrative	7	$2,000.00
Investigative/Operational	7	$5,000.00
Training	7	$7,000.00
Total Travel		**$14,000.00**
Services	**Quantity**	**Amount**
Communications - mobile phones & pagers		$9,500.00
Communications - office phones		$2,400.00
Investigative services		$1,995.00
Service contracts		$3,000.00
Software - maintenance		$9,400.00
Total Services		**$26,295.00**
Supplies	**Quantity**	**Amount**
Investigative/Operational		$18,000.00
Office		$4,000.00
Software - licenses		$2,000.00
Total Supplies		**$24,000.00**

Budget Detail

2019 - SWB - South Texas

Initiative - Laredo Police Department HIDTA Task Force **Investigation**

Award Recipient - Laredo Police Department - City of Laredo (G19SS0001A)

Resource Recipient - Laredo Police Department

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$872,271.00***
Other	**Quantity**	**Amount**
PE/PI/PS		$18,585.00
Total Other		**$18,585.00**
Total Budget		**$707,413.00**

Budget Detail

2019 - SWB - South Texas

Initiative - Rio Grande Valley HIDTA Task Force — Investigation

Award Recipient - Laredo Police Department - City of Laredo (G19SS0001A)

Resource Recipient - Laredo Police Department

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$872,271.00***
Fringe	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	2	$6,429.00
Total Fringe		**$6,429.00**
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	2	$21,271.00
Total Overtime		**$21,271.00**
Travel	**Quantity**	**Amount**
Investigative/Operational	2	$3,000.00
Training	2	$5,000.00
Total Travel		**$8,000.00**
Services	**Quantity**	**Amount**
Communications - mobile phones & pagers		$900.00
Service contracts		$2,000.00
Total Services		**$2,900.00**
Supplies	**Quantity**	**Amount**
Investigative/Operational		$7,000.00
Total Supplies		**$7,000.00**
Other	**Quantity**	**Amount**
PE/PI/PS		$2,000.00
Total Other		**$2,000.00**
Total Budget		**$47,600.00**

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COUNCIL COMMUNICATION

DATE:	SUBJECT: RESOLIUTION# 2019-R-94
8/05/2019	Authorizing the Co-Interim City Managers to accept a grant in the amount of $872,271 to fund the Laredo Police Department HIDTA-HSI/DEA HIDTA Task Forces, and the Rio Grande Valley Financial HIDTA Task Force, and to enter into an agreement with Webb Co. Sheriff's Office (WCSO), and Zapata Co. Sheriff's Office (ZCSO) to provide services under the terms and conditions as stated in the LPD HSI HIDTA Task Force contract for participation in the task force. The initiatives are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding for the LPD-HSI/DEA HIDTA Task Forces will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2019 through December 31, 2020. Funding for the Rio Grande Valley Financial Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2019 through December 31, 2020.

INITIATED BY:	STAFF SOURCE:
Rosario Cabello Co-Interim City Manager	Claudio Treviño Jr. Chief of Police

PREVIOUS COUNCIL ACTION:
Approved Resolution 2018- R -144 on 11/05/2018

ACTION PROPOSED:
That City Council pass this Resolution.

BACKGROUND:

The City of Laredo has been the grantee agency for the past twenty-seven years of the Laredo Police Department HIDTA HSI/DEA HIDTA Task Forces and the Rio Grande Valley Financial Task Force. The Task Forces work together with other Local, State and Federal Agencies, with their main focus being the identification and disruption/dismantling of Major Drug Trafficking Organizations. LPD, as per the HIDTA Executive Committee, has agreed to select WCSO and ZCSO. to serve as HIDTA Task Force participants.

Funds under the original grant pay for personnel salaries, overtime, fringe benefits, travel and operating expenses. The grant is 100% federally funded by the Office of the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA).

FINANCIAL IMPACT:

Funds are budgeted in the Financial Task Force Fund.

RECOMMENDATION:	STAFF: Staff recommends that this Resolution be approved.

RESOLUTION# 2019-R-94

Authorizing the Co-Interim City Managers to accept a grant in the amount of $872,271 to fund the Laredo Police Department HIDTA HSI/DEA Task Forces, and the Rio Grande Valley Financial HIDTA Task Force, and to enter into an agreement with WCSO, and ZCSO to provide services under the terms and conditions as stated in the LPD HSI HIDTA Task Force contract for participation in the task force. The initiatives are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding for the LPD-HSI/DEA HIDTA Task Force will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2019 through December 31, 2020.

Funding for the Rio Grande Valley Financial Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2019 through December 31, 2020.

Whereas, the City Council previously adopted the budget for fiscal year 2018-2019; and

Whereas, funds are 100% federally funded by the Office of the National Drug Control Policy through the High Intensity Drug Trafficking Area; and

Whereas, the Chief of Police recommends that this grant be accepted; and

Whereas, funds will be used to pay personnel salaries, for 6 investigators, 1 officer, and 1 full time administrative assistant, operational expenses, travel; and

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

Section 1: Authorizing the Co-Interim City Managers to accept a grant in the amount of $872,271 to fund the Laredo Police Department HIS/DEA HIDTA Task Force, and the Rio Grande Valley Financial HIDTA Task Force, and to enter into an agreement with WCSO, and ZCSO to provide services under the terms and conditions as stated in the LPD HSI HIDTA Task Force contract for participation in the task force. The initiatives are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding for the LPD HSI/DEA HIDTA Task Forces will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2019 through December 31, 2020.

Funding for the Rio Grande Valley Financial Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2019 through December 31, 2020.

Section 2: Under the terms of the grant, the City of Laredo is authorized to fund full time equivalents as follows: two (2) LPD investigators, one LPD (1) Officer, and one LPD (1) Administrative Assistant II. Additionally the grant funds 2 TFO positions each for WCSO and ZCSO.

Section 3: In the event the grant is longer funded, the Co-Interim City Managers will be authorized to transfer the following City of Laredo full-time equivalents (FTEs) to the General Fund: two LPD (2) investigators, one LPD (1) officer, and one LPD (1) Administrative Assistant II.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA L. HALE
CITY ATTORNEY

Police **d.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Claudio Treviño., Jr, Chief of Police; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY19-062 to the low bidder Data Works Plus, Greenville, SC, for the purchase of an Automated Biometric Identification System in the amount of $167,901.89 for the Laredo Police Department. This system will update the old paper-based fingerprint system to a digital platform and provide enhanced efficiency and effectiveness to the LPD's forensic and investigative services. Funding is available in the 2018 PPFCO.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Requests for Proposals were requested through Cit-E-Bid and only two (2) bids were received for the purchase of an Automated Biometric Identification System. A recommendation is being presented to City Council that this contract be awarded to the low bidder, Data Works Plus. The Laredo Police Department used best criteria to evaluate the proposal and contacted several Police Departments in Texas that currently use the Dataworks System and received good recommendations.

This system has the ability to integrate all elements of the booking process from demographic data entry, mugshot capture, scars, marks or tattoos (SMT) data and images, iris capture, signature capture, to biometric solutions such as fingerprint capture and submission, facial recognition, iris capture and recognition.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Y
Source of Funds:	2018 PPFCO
Account #:	401-9872-535-9001
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the 2018 PPFCO.

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: John Orfila Jr., Public Works Director, Miguel A. Pescador, Purchasing Agent, Riazul I. Mia, P.E. Utilities Department Director

SUBJECT

Consideration to renew contract number FY17-047 with S.C.C. Pure Materials, Laredo, Texas in amount up to $500,000.00 for the purchase of the following paving, and construction materials:

1. Flexible base Type D – Crushed Concrete, F.O.B. Public Works or Utilities Department Compound Job Site - $17.50/ton
2. Flexible base Type D – Crushed Concrete, F.O.B. Vendors Plant, Picked up by City Trucks - $14.50/ton

This contract is for the purchase of materials required for all city paving and construction projects. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the second of four extension periods. All materials shall be purchased on an as needed basis utilizing the Public Works Department, Utilities Department, and construction project budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 7/16/18.

BACKGROUND

This contract establishes a unit price rate on crushed concrete delivered to the Public Works or Utilities Department Job Site and picked up by City trucks. There was no price increase during the last extension period. This is the second of four extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of

the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Current Pricing:

Section	Description	Unit Price
I	Flexible Base Type D-Crushed Concrete, F.O.B Public Works or Utilities Department Job Site	$ 17.50/Ton
II	Flexible Base Type D-Crushed Concrete, F.O.B Vendors Plant, Picked up by City Trucks	$ 14.50/Ton

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2019

Bugeted Y/N?: Yes

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

These materials are use by city departments required for all city paving, repair and construction projects. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City’s obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY17-047 Contract

City of Laredo
Purchasing Division
Renewal Notice

July 16, 2019

Mr. Lonnie E. Vaughn
S.C.C. Pure Materials
2329 East San Jose
Laredo, Texas 78043

Re: FY17-047 Flexible Base Crushed Concrete
Extension II

Dear Mr. Vaughn,

This letter is a formal request by the City of Laredo to extend contract FY17-047 with the same specifications and pricing for an additional one-year period. This is the second of four extension periods. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order.

Contract Pricing:

Section	Description	Unit Price
I	Flexible Base Type D-Crushed Concrete, F.O.B Public Works or Utilities Department Job Site	$ 17.50/Ton
II	Flexible Base Type D-Crushed Concrete, F.O.B Vendors Plant, Picked up by City Trucks	$ 14.50/Ton

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador For
Purchasing Agent

Xc: Purchasing File

S.C.C. Pure Materials

Accept ✓ Reject

Authorized Signature:

Print Name: Lonnie Vaughn

Date: 7-16-19

City of Laredo
Purchasing Division

LETTER OF AWARD

July 17, 2018

Mr. Lonnie E. Vaughn
S.C.C. Pure Materials
2329 East San Jose
Laredo, Texas 78043

Re: FY17-047 Flexible Base Crushed Concrete
Extension I
Approved by City Council on July 16, 2018

Dear Mr. Vaughn,

This is to inform you that the contract renewal for FY17-047 was approved by the City Council on July 16, 2018. The term of this contract shall be for a period of one year. All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the first of four extension periods.

Contract Pricing:

Section	Description	Unit Price
I	Flexible Base Type D-Crushed Concrete, F.O.B Public Works or Utilities Department Job Site	$ 17.50/Ton
II	Flexible Base Type D-Crushed Concrete, F.O.B Vendors Plant, Picked up by City Trucks	$ 14.50/Ton

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 07/16/2018
Initiated By: Ramon Chavez, Executive Director of Public Services
Staff Source: John Orfila Jr., Public Works Director, Miguel A. Pescador, Purchasing Agent, Riazul I. Mia, P.E. Utilities Department Director

SUBJECT

Consideration to renew contract number FY17-047 to the sole bidder S.C.C. Pure Materials, Laredo, Texas in amount up to $500,000.00 for the purchase of the following paving and construction materials:

a. Flexible base Type D – Crushed Concrete, F.O.B. Public Works or Utilities Department Compound Job Site - $17.50/ton

b. Flexible base Type D – Crushed Concrete, F.O.B. Vendors Plant, picked up by City Trucks - $14.50/ton

This contract is for the purchase of materials required for all city paving and construction projects. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution.This is the first of four extension periods. There will be no price increase from the previous extension period. All materials shall be purchased on an as needed basis utilizing the Public Works Department, Utilities Department, and construction project budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 7/17/17.

BACKGROUND

This contract establishes a unit price rate on crushed concrete delivered to the Public Works or Utilities Department Job Site and picked up by City trucks. This contract is for the purchase of materials required for all city paving and construction projects. This is the first of four extension periods. There will be no price increase from the previous extension period.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2018
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

These materials are use by city departments required for all city paving, repair and construction projects. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY17-047

City of Laredo
Purchasing Division
Renewal Notice

June 18, 2018

Mr. Lonnie E. Vaughn
S.C.C. Pure Materials
2329 East San Jose
Laredo, Texas 78043

Re: FY17-047 Flexible Base Crushed Concrete
Extension I

Dear Mr. Vaughn,

This letter is a formal request by the City of Laredo to extend contract FY17-047 with the same specifications and pricing for an additional one-year period. This is the first of four extension periods. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order.

Contract Pricing:

Section	Description	Unit Price
I	Flexible Base Type D-Crushed Concrete, F.O.B Public Works or Utilities Department Job Site	$ 17.50/Ton
II	Flexible Base Type D-Crushed Concrete, F.O.B Vendors Plant, Picked up by City Trucks	$ 14.50/Ton

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

S.C.C. Pure Materials

Accept ✓ Reject _____

Authorized Signature: _____

Print Name: Lonnie E. Vaughn

Date: 6-27-18

City of Laredo
Purchasing Division
LETTER OF AWARD

July 18, 2017

Mr. Lonnie E. Vaughn
S.C.C. Pure Materials
2329 East San Jose
Laredo, Texas 78043

Re: FY17-047 Flexible Base Crushed Concrete
Approved by City Council on July 17, 2017

Dear Mr. Vaughn,

This is to inform you that the contract FY17-047 was approved by the City Council on July 17, 2017. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has four extension periods.

Contract Pricing:

Section	Description	Unit Price
I	Flexible Base Type D-Crushed Concrete, F.O.B Public Works or Utilities Department Job Site	$ 17.50/Ton
II	Flexible Base Type D-Crushed Concrete, F.O.B Vendors Plant, Picked up by City Trucks	$ 14.50/Ton

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us.If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 07/17/2017
Initiated By: Robert Eads, Assistant City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, John Orfila Jr., Public Works Director, Miguel A. Pescador, Purchasing Agent, Riazul I. Mia, P.E. Utilities Department Director

---

SUBJECT

Consideration to award contract number FY17-047 to the sole bidder S.C.C. Pure Materials, Laredo, Texas in amount up to $500,000.00 for the purchase of the following paving, and construction materials:

a. Flexible base Type D – Crushed Concrete, F.O.B. Public Works or Utilities Department Compound Job Site - $17.50/ton

b. Flexible base Type D – Crushed Concrete, F.O.B. Vendors Plant, Picked up by City Trucks - $14.50/ton

This contract is for the purchase of materials required for all city paving and construction projects. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution.This contract has four extension periods. All materials shall be purchased on an as needed basis utilizing the Public Works Department, Utilities Department, and construction project budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received one (1) bid for awarding an annual supply contract for the purchase of flexible base crushed concrete for the Public Works and Utilities Departments. This contract establishes a unit price rate on crushed concrete delivered to the Public Works or Utilities Department Job Site and picked up by City trucks. Staff has reviewed the bid received and is recommending that this contract be awarded to the sole bidder S.C.C. Pure Materials.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, additional one (1) year periods.

Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be awarded to the sole bidder.

Fiscal Impact

Fiscal Year: 2017

Bugeted Y/N?: Yes

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

These materials are use by city departments required for all city paving, repair and construction projects. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract FY17-047

Bid Tab FY17-047

Bid Tabulation
FY17-047
Flexible Base Crushed Concrete
June 30, 2017 @ 3:00 P.M.

Section		Qty	S.C.C. Pure Materials Laredo, TX Unit Price	Total
I	Flexible Base - Type D - Grade 2 F.O.B to Public Works and Utilities Job Site	18,000	$ 17.50	$ 315,000.00
	Number of tons per cubic yard			1.3 Ton's
II	Flexible Base - Type D - Grade 2 F.O.B Vendors Plant, Picked up by City Trucks	18,000	$ 14.50	$ 261,000.00
	Mileage factor for low bid determination at $0.55.5/mile	18,000	$ 3.360	$ 60,480.00
	Low Bid Evaluation Criteria with mileage factor			$ 321,480.00
	Number of tons per cubic yard			1.30 Ton's
	Lab Tests Reports Submitted			Yes

Original

CITY OF LAREDO PURCHASING DIVISION

Print Name Lonnie Vaughan of
person authorized to sign bid

Title: President

Business Address: PO Box 2721

City, State, Zip Code: Laredo Tx 78044

Telephone Number: 956-319-8853 Fax Number: N/A

Contact Person Email Address: Sea Pure materials @ gmail.com

Federal Tax ID Number: 27-0430535

Bidders Principal/Corporate Place of Business Address: Flores Ranch on US 59

Indicated Status of Business:

Corporation ✓ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 6 yrs

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes (No)
Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / (No).

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / (No).
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / (No).

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / (No).

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

25.0 Tab B Price Schedule

25.1 Flexible Base – Crushed Concrete Base, Type D – Grade 2

Section	Description	Est. Qty.	Unit Price/ton	Extended Total
I	Flexible Base – Type D – Grade 2- F.O.B Public Works or Utilities Department Job Site	18,000 tons	$ 17.50	$ 315,000
II	Flexible Base – Type D – Grade 2, F.O.B vendors plant, Picked up by City trucks	18,000 tons	$ 14.50	$ 261,000
			Total	$
Source of material: Concrete Recycling		Scale to Be Provided By City		

List number of tons per cubic yard: 1.30 Est Weight will Vary w/ mosture

Special condition for F.O.B. plant pricing for Section II:
For the purpose of low bid determination, a $0.555 cent per mile charge will be added to the unit price for each mile from the Public Works compound located at 5512 Thomas Ave., Laredo, TX 78041 to the vendor's plant.

Mileage from Public Works compound to the Vendors plant is 4 miles. In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible. Provide the route used to calculate this mileage.

US 59 to Arkansas to Base Truck Rt

Mileage is subject to verification by the City of Laredo.

Company Name: Sec Pure Materials Inc

Owner/President Name: Lonnie E Vaughn SR

Company Address: P.O. Box 2721

City, State, Zip Code: Laredo, TX 78044

Company Authorized Representative's Signature:

Company Representative's Name: Lonnie E Vaughn SR

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

6-24-17
Date

27.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this_____day of _____20_____.

Notary Public

My commission expires:

28.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a ✓ New Submission or __ Correction or __ Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First: Lonnie M.I. E Last: Vaughn Suffix: SR

***2. Contract Information.**

a) Contract or project name: Fy 17-047

b) Originating department: Public Works Utilities

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

Scc Pure Materials Inc

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☑ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract.**

☑ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

☑ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Lonnie E Vaughn Title: President

Company Name or DBA: SeePrime Materials Date: 6-26-17

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

29.0 Tab F

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SCC Pure Materials, Inc

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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 goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☒

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

Days of week: MON - Friday

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:
Tab A - Company Information Questionnaire Tab B - Signed Price Schedule Tab C - Conflict of Interest Questionnaire Tab D – Non-Collusive Affidavit Tab E - Discretionary Contract Disclosure Tab F - Certificate of Interested Parties

24.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Sec Pure Materials Inc

Signature _____ Date 6-26-17 of 2017
person authorized to sign bid

the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

20.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

21.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Any price increases or decreases should be emailed to the attention of mpescador@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

22.0 Delivery

Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be contracted supplier.

Delivery time for all items ordered under the terms and conditions of this contract are 4 working days from date of order.

Bidder's business hours: From: 700 a.m. to 500 p.m.

☑ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Connie E Valdez | Signature | 6-26-17

Name | Signature | Date

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 **Name of person who has a business relationship with local governmental entity.**

2 Connie E Valdez

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the

GRADATION, PLASTICITY INDEX & WET BALL MILL REPORT

Report Number: 89131036.0005
Service Date: 06/15/17
Report Date: 06/26/17

Terracon
615 Gale St, Bldg B Ste B
Laredo, TX 78041
956-729-1100 Reg No: F-3272

Client
SCC Pure Materials
Attn: Lonnie Vaughn
2329 East San Jose
Laredo, TX 78043

Project
General Material Testing
2329 East San Jose
Laredo, TX 78043

#1

Project Number: 89131036

Sample Description: Crushed Concrete
Source of Material: SCC Pure Materials

Proposed Use: Pavement Base

Cumulative Percent Retained

Sieve No.	Test Results	2004 TxDOT Item 247 Type D, Grade 1 Specifications
2 ½"	---	---
1 3/4"	0	0
7/8"	15.7	10-35
3/8"	48.6	30-50
No. 4	62.4	45-65
No. 40	77.0	70-85
No. 200	88.9	--

Plasticity Index

Property	Test Results	2004 TxDOT Item 247 Type D, Grade 1 Specifications
Liquid Limit, % max	32	35
Plasticity index, max	8	10

Wet Ball Mill

Property	Test Results	2004 TxDOT Item 247 Type D, Grade 1 Specifications
Wet ball mill, % max	36	40
Wet ball mill, % max. increase passing the No.40 sieve	19	20

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

GRADATION, PLASTICITY INDEX & WET BALL MILL REPORT

Report Number: 89131036.0005
Service Date: 06/15/17
Report Date: 06/26/17

Terracon
615 Gale St, Bldg B Ste B
Laredo, TX 78041
956-729-1100 Reg No: F-3272

Client
SCC Pure Materials
Attn: Lonnie Vaughn
2329 East San Jose
Laredo, TX 78043

Project
General Material Testing
2329 East San Jose
Laredo, TX 78043

Project Number: 89131036

Remarks: The indicated laboratory tests were performed in general accordance with applicable TxDOT standards unless otherwise noted. All test results meet sieve analysis specifications unless noted by an asterisk (*).

Services: Traveled to the project site to provide testing/observation services as requested.

Terracon Rep.: Raymundo Hernandez
Reported To: Mr. Lonnie Vaughn
Contractor: SCC Pure Materials
Report Distribution:

Reviewed By: Raymundo Hernandez III

Raymundo Hernandez
Project Manager

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

Laredo TX

SCC Pure Materials

BID: Flexible Base Crushed Concrete
- Public Works

FY17-047

(#1)

RECEIVED
2017 JUN 29 PM 1:42
CITY SECRETARY'S OFFICE

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

FLEXIBLE BASE CRUSHED CONCRETE
PUBLIC WORKS DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of flexible base crushed concrete for the Public Works Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on June 29, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on June 30, 2017.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Flexible Base Crushed Concrete – Public Works Department
FY17-047

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Heberto "Beto" L. Ramirez** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Heberto "Beto" L. Ramirez** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the supply of flexible base crushed concrete for the Public Works Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on June 29, 2017** and all bids received will be **opened** and read publicly on **June 30, 2017 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Flexible Base Crushed Concrete – Public Works Department
FY17-047

Bids are to be mailed:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 6th DAY OF JUNE 2017.

For: Heberto "Beto" L. Ramirez
Acting City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

All invoices must show the purchase order number and invoices shall be legible. For all scale measured quantities, invoices must include scale ticket for all loads, from a Certified Truck Scale in order to get processed for payment. This weighing will be done at the expense of the bidder and the certified truck scale facility must be approved by the City of Laredo.

(c) Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not required for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Formal Invitation for Bids
Flexible Base Crushed Concrete

14.0 Scope of Work

The City of Laredo is requesting bids for awarding an annual contract for the supply of public works materials for various departments. The needs of the City shall govern the amount of materials requested by the City during contract period. The City is requesting bids for the following material:

Flexible Base Crushed Concrete

14.1 All questions for this bid shall be submitted in writing or by email no later than, June 13, 2017 to:

Enrique Aldape III, Administrative Assistant
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.0 General Conditions

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

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

16.0 General Requirements

16.1 The general specifications for each material are listed in detail by category. Potential bidders must thoroughly review the City requirements. Bidders are hereby advised that some materials must be tested by an independent laboratory to ascertain compliance with the City's bid specifications. This testing must be done at the expense of the bidder and the independent testing laboratory must be approved by the City. **Test reports shall be no older than two years.**

Bids without a Certified Laboratory Test Report will not be considered.

16.2 Some materials require that the vendor indicate the source of material. Bidders are reminded to include that information in the bid schedule.

17.0 Cause for Termination of Contract

This materials contract may be terminated for any of the following reasons:

17.1 The material supplied continuously fails to meet the specifications as included herein and as determined by the City Engineer or the testing laboratory procured, or

17.1.1 Deliveries are not made to the designated job site, plant site, Department of Public Works Compound and Department of Utilities Compound, F.O.B., or

17.1.2 Deliveries do not meet pre-set Department of Public Works or the Department of Utilities time schedules:

17.1.3 A 24-hour advance notice will be allowed:

17.1.3.1 Special cases, as equipment breakdown will be allowed more than five breakdowns in a year will be cause for termination.

17.1.3.2 The supplier will make every effort to deliver material to City in the event that less than a 24-hour notice is given.

18.0 Flexible Base Crushed Concrete

These specifications shall govern the material which shall be used for a foundation course, for a surface course or for other base courses, and which shall be composed of stone materials crushed or un-crushed as necessary to meet the requirements hereinafter specified.

18.1 Materials

The material shall consist of argillaceous limestone, calcareous or calcareous clay particles with or without stone, conglomerate, gravel sand or other granular materials. The material shall be type "D" crushed concrete base, type "D" – grade 2, conforming to Item 247 of the Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 1993" or latest edition.

18.2 Testing and Inspection

Sampling and testing procedures shall conform to the requirements of the appropriate designation of the American Association of State Highway Officials or the American Society for Testing Materials. The source of material shall be approved by the City Engineer prior to use.

Testing for the Atterberg Limits, Gradations, etc. shall be performed by an independent testing laboratory approved by the City, and a copy of the Laboratory Test Report is to be submitted as part of the bid for that particular material to ascertain compliance to the specifications. **Test reports shall be no older than two years.**

Bids without a Certified Laboratory Test Report will not be considered.

Note: The supplier shall stockpile the material to be used to fulfill this contract per specifications herein designated, and shall make no substitutions of materials or specifications. If stockpiles are depleted, the supplier must assume all responsibility for such cost of sampling and testing another source of material for compliance to specifications.

18.3 Delivery

Delivery to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be purchased at competitive prices as approved by the City. The difference in cost, if any, may be charged against contracted supplier.

18.4 TXDOT Item 247 Specifications - FLEXIBLE BASE

Description. Construct a foundation course composed of flexible base.

Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The

Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

Aggregate. Furnish aggregate of the type and grade shown on the plans and conforming to the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1, unless shown on the plans.

Table 1
Material Requirements

Property	Test Method	Grade 1	Grade 2	Grade 3	Grade 4
Master gradation sieve size (% retained)	Tex-110-E				As shown on the plans
2-1/2 in.		–	0	0	
1-3/4 in.		0	0–10	0–10	
7/8 in.		10–35	–	–	
3/8 in.		30–50	–	–	
No. 4		45–65	45–75	45–75	
No. 40		70–85	60–85	50–85	
Liquid limit, % max.[1]	Tex-104-E	35	40	40	As shown on the plans
Plasticity index, max.[1]	Tex-106-E	10	12	12	As shown on the plans
Plasticity index, min.[1]		As shown on the plans			
Wet ball mill, % max.[2]	Tex-116-E	40	45	–	As shown on the plans
Wet ball mill, % max. increase passing the No. 40 sieve		20	20	–	
Classification[3]	Tex-117-E	1.0	1.1–2.3	–	As shown on the plans
Min. compressive strength[3], psi lateral pressure 0 psi		45	35	–	As shown on the plans
lateral pressure 15 psi		175	175	–	

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
2. When a soundness value is required by the plans, test material in accordance with Tex-411-A.
3. Meet both the classification and the minimum compressive strength, unless otherwise shown on the plans.

Material Tolerances. The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

Material Types. Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following.

Type A. Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.

Type B. Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.

Type C. Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.

Type D. Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.A.3.b, "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.

Type E. As shown on the plans.

Recycled Material. Recycled asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.

Limits on Percentage. When RAP is allowed, do not exceed 20% RAP by weight unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.

Recycled Material (Including Crushed Concrete) Requirements.

Contractor Furnished Recycled Materials. When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.

Department Furnished Required Recycled Materials. When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:

Department required recycled material will not be subject to the requirements in Table 1,
Contractor furnished materials are subject to the requirements in Table 1 and this Item,
the final product, blended, will be subject to the requirements in Table 1, and
for final product, unblended (100% Department furnished required recycled material), the liquid limit, plasticity index, wet ball mill, classification, and compressive strength is waived.

Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

Department Furnished and Allowed Recycled Materials. When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.

Recycled Material Sources. Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved by the Engineer.

Water. Furnish water free of industrial wastes and other objectionable matter.

Material Sources. When non-commercial sources are used, expose the vertical faces of all strata of material proposed for use. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

Equipment. Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

Construction. Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise shown on the plans. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.
Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.
Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

Preparation of Subgrade or Existing Base. Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Stabilized Base and Asphalt Pavement," when shown on the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.
When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.
When shown on the plans or directed, proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying. Correct soft spots as directed.

Placing. Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

Place successive base courses and finish courses using the same construction methods required for the first course.

Compaction. Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

Ordinary Compaction. Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.

Density Control. Compact to at least 100% of the maximum density determined by Tex-113-E unless otherwise shown on the plans. Determine the moisture content of the material at the beginning and during compaction in accordance with Tex-103-E.
The Engineer will determine roadway density of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

Finishing. After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.
In areas where surfacing is to be placed, correct grade deviations greater than 1/4 in. in 16 ft. measured longitudinally or greater than 1/4 in. over the entire width of the cross-section. Correct by loosening, adding, or removing material. Reshape and recompact in accordance with Section 247.4.C, "Compaction."

Curing. Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

Measurement. Flexible base will be measured as follows:

- Flexible Base (Complete In Place). The ton, square yard, or any cubic yard method.
- Flexible Base (Roadway Delivery). The ton or cubic yard in vehicle.
- Flexible Base (Stockpile Delivery). The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows:
Cubic Yard in Vehicle. By the cubic yard in vehicles of uniform capacity at the point of delivery.

Cubic Yard in Stockpile. By the cubic yard in the final stockpile position by the method of average end areas.

Cubic Yard in Final Position. By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.

Square Yard. By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

Ton. By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.
When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this project, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.2, "Changes in the Work."

Flexible Base (Complete In Place). Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

Flexible Base (Roadway Delivery). Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

Flexible Base (Stockpile Delivery). Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

19.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

19.1 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

20.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

20.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

21.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Any price increases or decreases should be emailed to the attention of mpescador@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

22.0 Delivery

Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be contracted supplier.

Delivery time for all items ordered under the terms and conditions of this contract are _____ working days from date of order.

Bidder's business hours: From: _____a.m. to _____p.m.

Days of week: _____

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties

24.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No. If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

25.0 Tab B Price Schedule

25.1 Flexible Base – Crushed Concrete Base, Type D – Grade 2

Section	Description	Est. Qty.	Unit Price/ton	Extended Total
I	Flexible Base – Type D – Grade 2- F.O.B Public Works or Utilities Department Job Site	18,000 tons	$	$
II	Flexible Base – Type D – Grade 2, F.O.B vendors plant, Picked up by City trucks	18,000 tons	$	$
			Total	$
Source of material:				

List number of tons per cubic yard: _____

Special condition for F.O.B. plant pricing for Section II:
For the purpose of low bid determination, a $0.555 cent per mile charge will be added to the unit price for each mile from the Public Works compound located at 5512 Thomas Ave., Laredo, TX 78041 to the vendor's plant.

Mileage from Public Works compound to the Vendors plant is _____ miles. In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible. Provide the route used to calculate this mileage.

_____

_____

_____

Mileage is subject to verification by the City of Laredo.

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

26.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

☐ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name _____ Signature _____ Date _____

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

_____ _____
Signature of person doing business with the governmental entity Date

27.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

_____
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this_____day of _____20_____.

_____
Notary Public

My commission expires:

_____

28.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a __ New Submission or __ Correction or __ Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First: _____ M.I. ____ Last: _____ Suffix: _____

***2. Contract Information.**

a) Contract or project name: _____

b) Originating department: _____

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
☐ Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract.**

☐ Not applicable. No subcontractors will be retained for this contract.
☐ Subcontractors may be retained, but have not been selected at the time of this submission.
☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

☐ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☐ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ **List of contributors:**

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☐ I am not aware of any conflict(s) of interest issues under Section 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(s) of interest:

***Acknowledgements**

☐ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☐ **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☐ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☐ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: _____ **Title:** _____

Company Name or DBA:_____ **Date:** _____

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

29.0 Tab F

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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 goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

30.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on June 29, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on June 30, 2017.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Flexible Base Crushed Concrete – Public Works Department
FY17-047

Bids are to be mailed: City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: John Orfila, Jr., Public Works Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew contract number FY16-059 with the following vendors:

1. City Ready Mix, Inc., Laredo, Texas, in an amount up to $2,300,000.00 (Primary Vendor);
2. Mobile-Crete, Laredo, Texas, in an amount up to $ 1,000,000.00 (Secondary Vendor),

for the purchase of ready mix cement (job site delivered) for various City Departments. There was no price increase during the last extension period. This is the last extension period for this contract. All materials shall be purchased on an as needed basis utilizing the Utilities, Parks and Leisure Services and Public Works Departments - construction projects budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 8/6/18.

BACKGROUND

This contract establishes pricing for the purchase of ready mix cement used in street paving, street reconstruction, and general repair projects for all City departments. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the last extension period for this contract.

Current Pricing:

	City Ready Mix	Mobile-Crete

Description	Unit Price	Unit Price
Class A Concrete (3000 PSI)	$ 99.00	$ 129.90
Class C Concrete (3600 PSI)	$ 103.00	$ 135.90
High Early Strength Concrete Mix	$ 120.00	$ 195.00
Trip surcharge for deliveries (3) cu/yds or les	$ 80.00	$ 125.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contract be renewed.

Fiscal Impact

Fiscal Year: 2019

Bugeted Y/N?: Yes

Source of Funds:

Account #: 10127305323014

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

These materials are used by city departments required for all city paving, repair, and construction projects.

Attachments

FY16-059 Contracts

City of Laredo
Purchasing Division
Renewal Notice

July 16, 2019

Mr. Benito Hurtado
City Ready Mix, Inc.
P.O. Box 2631
Laredo, Texas 78041

Re: FY16-059 Ready Mix Cement
Renewal Extension III

Dear Mr. Hurtado,

This is to inform you that contract FY16-059 was approved by the City Council on August 1, 2016. Your company will be the primary vendor for this contract. This award provided for the possible extension for one additional one year period. This is the last extension period for this contract.

Contract Pricing

Description	Unit Price
Class A concrete (3000 PSI)	$ 99.00
Class C concrete (3600 PSI)	$ 103.00
High early strength concrete mix	$ 120.00
Trip surcharge for deliveries (3) cu/yds or less	$ 80.00

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Ready Mix

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: Benito Hurtado L

Print Name: Benito Hurtado L.

Date: 7-16-19

City of Laredo
Purchasing Division
Renewal Notice

July 16, 2019

Mr. Benito Hurtado
City Ready Mix, Inc.
P.O. Box 2631
Laredo, Texas 78041

Re: FY16-059 Ready Mix Cement
Renewal Extension III

Dear Mr. Hurtado,

This is to inform you that contract FY16-059 was approved by the City Council on August 1, 2016. Your company will be the primary vendor for this contract. This award provided for the possible extension for one additional one year period. This is the last extension period for this contract.

Contract Pricing

Description	Unit Price
Class A concrete (3000 PSI)	$ 99.00
Class C concrete (3600 PSI)	$ 103.00
High early strength concrete mix	$ 120.00
Trip surcharge for deliveries (3) cu/yds or less	$ 80.00

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Ready Mix

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

City of Laredo
Purchasing Division
Renewal Notice

July 16, 2019

Mr. Richard Delle
Mobile-Crete
661 Pescadito Road
Laredo, Texas 78043

Re: FY16-059 Ready Mix Cement
Renewal Extension III

Dear Mr. Delle,

This is to inform you that contract FY16-059 was approved by the City Council on August 1, 2016. Your company will be the secondary vendor for this contract. This award provided for the possible extension for one additional one year period. This is the last extension period for this contract.

Contract Pricing

Description	Unit Price
Class A concrete (3000 PSI)	$ 129.90
Class C concrete (3600 PSI)	$ 135.90
High early strength concrete mix	$ 195.00
Trip surcharge for deliveries (3) cu/yds or less	$ 125.00

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Mobile-Crete

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

City of Laredo
Purchasing Division

LETTER OF AWARD

August 7, 2018

Mr. Richard Delle
Mobile-Crete
661 Pescadito Road
Laredo, Texas 78043

Re: FY16-059 Ready Mix Cement
Renewal Extension II

Dear Mr. Delle,

This is to inform you that the contract renewal for FY16-059 was approved by City Council on 8/6/18. Your company is the secondary vendor for this contract. The term of this contract shall be for a period of one year. This is the second of three extension periods.

Contract Pricing

Description	Unit Price
Class A concrete (3000 PSI)	$ 129.90
Class C concrete (3600 PSI)	$ 135.90
High early strength concrete mix	$ 195.00
Trip surcharge for deliveries (3) cu/yds or less	$ 125.00

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

August 7, 2018

Mr. Benito Hurtado
City Ready Mix, Inc.
P.O. Box 2631
Laredo, Texas 78041

Re: FY16-059 Ready Mix Cement
Renewal Extension II

Dear Mr. Hurtado,

This is to inform you that the contract renewal for FY16-059 was approved by City Council on 8/6/18. Your company is the primary vendor for this contract. The term of this contract shall be for a period of one year. This is the second of three extension periods.

Contract Pricing

Description	Unit Price
Class A concrete (3000 PSI)	$ 99.00
Class C concrete (3600 PSI)	$ 103.00
High early strength concrete mix	$ 120.00
Trip surcharge for deliveries (3) cu/yds or less	$ 80.00

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 08/06/2018
Initiated By: Ramon Chavez, Executive Director of Public Services
Staff Source: John Orfila, Jr., Public Works Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew supply contract number FY16-059 with the following bidders:

1) City Ready Mix, Inc., Laredo, Texas, in an amount up to $2,300,000.00 (Primary Vendor);

2) Mobile-Crete, Laredo, Texas, in an amount up to $ 1,000,000.00 (Secondary Vendor),

for the purchase of ready mix cement (job site delivered) for various City Departments. This is the second of three extension periods. There was no price increase during the last extension period. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period. All materials shall be purchased on an as needed basis utilizing the Utilities, Parks and Leisure Services and Public Works Departments - construction projects budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 8/01/16.

BACKGROUND

This annual supply contract is for the purchase of ready mix cement used in street paving, street reconstruction, and general repair projects for all City departments. All bids must be submitted with a certified laboratory test report to assure compliance with City requirements. This is the second of three extension periods. There was no price increase during the last extension period. Staff is recommending that these contracts be renewed with City Ready Mix, Inc. as the Primary Vendor and Mobile-Crete as a Secondary Vendor.

The term of this contract shall be for a period of one (1) year beginning as of the date

of its execution. The contract may be extended for one, additional one (1) year period. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

Current Pricing:

Description	City Ready Mix Unit Price	Mobile-Crete Unit Price
Class A Concrete (3000 PSI)	$ 99.00	$ 129.90
Class C Concrete (3600 PSI)	$ 103.00	$ 135.90
High Early Strength Concrete Mix	$ 120.00	$ 195.00
Trip surcharge for deliveries (3) cu/yds or les	$ 80.00	$ 125.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

	Fiscal Impact
Fiscal Year:	2018
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	10127305323014
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

These materials are used by city departments required for all city paving, repair, and construction projects.

Attachments

FY16-059 Contracts

City of Laredo
Purchasing Division
Renewal Notice

July 11, 2018

Mr. Benito Hurtado
City Ready Mix, Inc.
P.O. Box 2631
Laredo, Texas 78041

Re: FY16-059 Ready Mix Cement
Renewal Extension II

Dear Mr. Hurtado,

This is to inform you that contract FY16-059 was approved by the City Council on August 1, 2016. Your company will be the primary vendor for this contract. This award provided for the possible extension for one additional one year period. This is the second of three extension periods.

Contract Pricing

Description	Unit Price	Unit Price Increase or Decrease
Class A concrete (3000 PSI)	$ 99.00	$
Class C concrete (3600 PSI)	$ 103.00	$
High early strength concrete mix	$ 120.00	$
Trip surcharge for deliveries (3) cu/yds or less	$ 80.00	$

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Ready Mix

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Benito Hurtado Jr.

Date: 7-24-2018

City of Laredo
Purchasing Division
Renewal Notice

July 11, 2018

Mr. Richard Delle
Mobile-Crete
661 Pescadito Road
Laredo, Texas 78043

Re: FY16-059 Ready Mix Cement
Renewal Extension II

Dear Mr. Delle,

This is to inform you that contract FY16-059 was approved by the City Council on August 1, 2016. Your company will be the secondary vendor for this contract. This award provided for the possible extension for one additional one year period. This is the second of three extension periods.

Contract Pricing

Description	Unit Price	Unit Price Increase or Decrease
Class A concrete (3000 PSI)	$ 129.90	$ —
Class C concrete (3600 PSI)	$ 135.90	$ —
High early strength concrete mix	$ 195.00	$ —
Trip surcharge for deliveries (3) cu/yds or less	$ 125.00	$ —

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Mobile-Crete

Request a contract extension: YES Not request a contract extension: _____

Authorized Signature: _____

Print Name: MICHAEL WOHLFAHRT

Date: 7/16/2018

City of Laredo
Purchasing Division

LETTER OF AWARD

July 26, 2017

Mr. Benito Hurtado
City Ready Mix, Inc.
P.O. Box 2631
Laredo, Texas 78041

Re: FY16-059 Ready Mix Cement
Renewal Extension I

Dear Mr. Hurtado,

This is to inform you that the contract renewal for FY16-059 was approved by the Purchasing Agent on July 26, 2017. Your company is the primary vendor for this contract. The term of this contract shall be for a period of one year. This is the first of three extension periods.

Contract Pricing

Description	Unit Price
Class A concrete (3000 PSI)	$ 99.00
Class C concrete (3600 PSI)	$ 103.00
High early strength concrete mix	$ 120.00
Trip surcharge for deliveries (3) cu/yds or less	$ 80.00

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

July 26, 2017

Mr. Richard Delle
Mobile-Crete
661 Pescadito Road
Laredo, Texas 78043

Re: FY16-059 Ready Mix Cement
Renewal Extension I

Dear Mr. Delle,

This is to inform you that the contract renewal for FY16-059 was approved by the Purchasing Agent on July 26, 2017. Your company is the secondary vendor for this contract. The term of this contract shall be for a period of one year. This is the first of three extension periods.

Contract Pricing

Description	Unit Price
Class A concrete (3000 PSI)	$ 129.90
Class C concrete (3600 PSI)	$ 135.90
High early strength concrete mix	$ 195.00
Trip surcharge for deliveries (3) cu/yds or less	$ 125.00

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division
Renewal Notice

June 28, 2017

Mr. Benito Hurtado
City Ready Mix, Inc.
P.O. Box 2631
Laredo, Texas 78041

Re: FY16-059 Ready Mix Cement
Renewal Extension I

Dear Mr. Hurtado,

This is to inform you that contract FY16-059 was approved by the City Council on August 1, 2016. Your company will be the primary vendor for this contract. This award provided for the possible extension for one additional one year period. This is the first of three extension periods.

Contract Pricing

Description	Unit Price
Class A concrete (3000 PSI)	$ 99.00
Class C concrete (3600 PSI)	$ 103.00
High early strength concrete mix	$ 120.00
Trip surcharge for deliveries (3) cu/yds or less	$ 80.00

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Ready Mix

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: Benito Hurtado

Print Name: Benito Hurtado J.

Date: 7-26-2017

City of Laredo
Purchasing Division
Renewal Notice

June 28, 2017

Mr. Richard Delle
Mobile-Crete
661 Pescadito Road
Laredo, Texas 78043

Re: FY16-059 Ready Mix Cement
Renewal Extension I

Dear Mr. Delle,

This is to inform you that contract FY16-059 was approved by the City Council on August 1, 2016. Your company will be the secondary vendor for this contract. This award provided for the possible extension for one additional one year period. This is the first of three extension periods.

Contract Pricing

Description	Unit Price
Class A concrete (3000 PSI)	$ 129.90
Class C concrete (3600 PSI)	$ 135.90
High early strength concrete mix	$ 195.00
Trip surcharge for deliveries (3) cu/yds or less	$ 125.00

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Mobile-Crete

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Michael Wohlfahrt

Date: 7/10/17

City of Laredo
Purchasing Division
Renewal Notice

June 28, 2017

Mr. Benito Hurtado
City Ready Mix, Inc.
P.O. Box 2631
Laredo, Texas 78041

Re: FY16-059 Ready Mix Cement
Renewal Extension I

Dear Mr. Hurtado,

This is to inform you that contract FY16-059 was approved by the City Council on August 1, 2016. Your company will be the primary vendor for this contract. This award provided for the possible extension for one additional one year period. This is the first of three extension periods.

Contract Pricing

Description	Unit Price
Class A concrete (3000 PSI)	$ 99.00
Class C concrete (3600 PSI)	$ 103.00
High early strength concrete mix	$ 120.00
Trip surcharge for deliveries (3) cu/yds or less	$ 80.00

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Ready Mix

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

City of Laredo
Purchasing Division
Renewal Notice

June 28, 2017

Mr. Richard Delle
Mobile-Crete
661 Pescadito Road
Laredo, Texas 78043

Re: FY16-059 Ready Mix Cement
Renewal Extension I

Dear Mr. Delle,

This is to inform you that contract FY16-059 was approved by the City Council on August 1, 2016. Your company will be the secondary vendor for this contract. This award provided for the possible extension for one additional one year period. This is the first of three extension periods.

Contract Pricing

Description	Unit Price
Class A concrete (3000 PSI)	$ 129.90
Class C concrete (3600 PSI)	$ 135.90
High early strength concrete mix	$ 195.00
Trip surcharge for deliveries (3) cu/yds or less	$ 125.00

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Mobile-Crete

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

City of Laredo
Purchasing Division
LETTER OF AWARD

August 2, 2016

Mr. Benito Hurtado
City Ready Mix, Inc.
P.O. Box 2631
Laredo, Texas 78041

Re: FY16-059 Ready Mix Cement
Approved by City Council August 1, 2016

Dear Mr. Hurtado,

This is to inform you that contract FY16-059 was approved by the City Council on August 1, 2016. Your company will be the primary vendor for this contract. The term of this contract shall be for a period of one year. This contract has three extension periods.

Contract Pricing

Description	Unit Price
Class A concrete (3000 PSI)	$ 99.00
Class C concrete (3600 PSI)	$ 103.00
High early strength concrete mix	$ 120.00
Trip surcharge for deliveries (3) cu/yds or less	$ 80.00

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us.If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division
LETTER OF AWARD

August 2, 2016

Mr. Richard Delle
Mobile-Crete
661 Pescadito Road
Laredo, Texas 78043

Re: FY16-059 Ready Mix Cement
Approved by City Council August 1, 2016

Dear Mr. Delle,

This is to inform you that contract FY16-059 was approved by the City Council on August 1, 2016. Your company will be the secondary vendor for this contract. The term of this contract shall be for a period of one year. This contract has three extension periods.

Contract Pricing

Description	Unit Price
Class A concrete (3000 PSI)	$ 129.90
Class C concrete (3600 PSI)	$ 135.90
High early strength concrete mix	$ 195.00
Trip surcharge for deliveries (3) cu/yds or less	$ 125.00

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us.If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 08/01/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, John Orfila, Jr., Public Works Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to award supply contract number FY16-059 to the following bidders:

1) City Ready Mix, Inc., Laredo, Texas, in an amount up to $2,300,000.00 (Primary Vendor);

2) Mobile-Crete, Laredo, Texas, in an amount up to $ 1,000,000.00 (Secondary Vendor),

for the purchase of ready mix cement (job site delivered) for various City Departments. This contract has three extension periods. All materials shall be purchased on an as needed basis utilizing the Utilities, Parks and Leisure Services and Public Works Departments - construction projects budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received two (2) bids for awarding a contract for the purchase of ready mix cement used in street paving, street reconstruction, and general repair projects for all City departments. All bids must be submitted with a certified laboratory test report to assure compliance with City requirements. The Engineering Department and the Public Works Department have reviewed the bids received and are recommending that contracts be awarded to City Ready Mix, Inc. as the Primary Vendor and Mobile-Crete as a Secondary Vendor.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent

upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

Pricing Summary

Description	City Ready Mix Unit Price	Mobile-Crete Unit Price
Class A Concrete (3000 PSI)	$ 99.00	$ 129.90
Class C Concrete (3600 PSI)	$ 103.00	$ 135.90
High Early Strength Concrete Mix	$ 120.00	$ 195.00
Trip surcharge for deliveries (3) cu/yds or les	$ 80.00	$ 125.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2016

Bugeted Y/N?: Yes

Source of Funds:

Account #: 10127305323014

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

These materials are used by city departments required for all city paving, repair, and construction projects.

Attachments

Contract FY16-059

Bid Tabulation
FY16-059 Ready Mix Cement- Various Dept.
July 8, 2016 @ 3:00 PM

Section	Description	Est. Qty Cu/Yd	City Ready Mix Laredo, TX 78044 Unit Price	City Ready Mix Laredo, TX 78044 Ext. Total	Mobile - Crete Euless, TX 76039 Unit Price	Mobile - Crete Euless, TX 76039 Ext. Total
I	Class A Concrete (3000 PSI) Job Site Delivery	20000	$ 99.00	$ 1,980,000.00	$ 129.90	$ 2,598,000.00
II	Class C Concrete (3600 PSI) Job Site Delivery	10000	$ 103.00	$ 1,030,000.00	$ 135.90	$ 1,359,000.00
III	High Early Strength Concrete Mix (3000 PSI) Job Site Delivery	5000	$ 120.00	$ 600,000.00	$ 195.00	$ 975,000.00
				$ 3,610,000.00		$ 4,932,000.00
	Trip surcharge for deliveries (3) cu/yds or less		$80.00		$125.00	
	Lab Tests Submitted		Yes		Yes	

#2

ORIGINAL

24.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) City Ready Mix, Inc

Signature of person authorized to sign bid Claudia Hurtado Garcia Date 7/7/2016

Print Name of person authorized to sign bid Claudia Hurtado-Garcia

Title: Corporate Secretary

Business Address: P.O. Box 2631

City, State, Zip Code: Laredo, TX 78044-2631

Telephone Number: (956) 722-6315 Fax Number: (956) 791-4030

Contact Person Email Address: claudia@cityreadymixing.com

Federal Tax ID Number: 74-1966313

Bidders Principal/Corporate Place of Business Address: 1810 W. Mann Rd.

Indicated Status of Business:

Corporation ✓ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 38 years.

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / (No)

20.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

21.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases.

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

22.0 Delivery of materials is to be made within 4 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach the secondary vendor or vendors until the primary vendor can resume or start delivering materials.

Bidder's business hours: From: 7 a.m. to 3 p.m.

Days of week: Monday - Friday

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / (No)

Is any litigation pending against the Business? Yes / (No)

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / (No)
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / (No)

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / (No)

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / (No)

Is the Business in arrears in any contract or debt? Yes / (No)

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / (No)

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

Small Disadvantaged Business Enterprise (SDBC) Yes (No) Other: Please specify _____

This company is not a certified minority business: ☒

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

25.0 Tab B Price Schedule

Section	Description	Est. Qty.	Unit Price/CYD	Extended Total
I	Class A Concrete (3000 PSI) Job Site Delivery	20,000 cubic yards/year	$ 99.00	$ 1,980,000.00
II	Class C Concrete (3600 PSI) Job Site Delivery	10,000 cubic yards/year	$ 103.00	$ 1,030,000.00
III	High early strength concrete mix (3000 PSI)As per specification 17.0 & 18.0 Job Site Delivery	5,000 cubic yards/year	$ 120.00	$ 600,000
			Grand Total	$ 3,610,000.00

Trip surcharge for deliveries of three (3) cubic yards or less $ 80.00

The contractor will be penalized at the rate of $10.00 / hour per cubic yard for each hour that delivery to job site is delayed. Time will begin to incur 30 minutes after the scheduled delivery time.

The sum of all deleterious materials exclusive of materials removed by decantation shall not exceed 5% by weight.

Contractors Hours of Operation

Bidder's business hours: From: 7 a.m. to 3 p.m.

Days of week: Monday - Friday

Company Name: City Ready Mix, Inc.

Owner/President Name: Benito Hurtado

Company Address: P.O. Box 2631

City, State, Zip Code: Laredo, TX 78044

Company Authorized Representative's Signature: Claudia Hurtado Garcia

Company Representative's Name: Claudia Hurtado-Garcia

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

26.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

☒ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Claudia Hurtado-Garcia | Signature | 7/7/2016
Name | Date

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

_____ _____
Signature of person doing business with the governmental entity | Date

27.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Corporate Secretary of City Ready Mix, Inc.
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 7th day of July 20 16.

Notary Public

My commission expires:

4-13-2017

LUCY ORNELAS
Notary Public
State of Texas
My Comm. Exp. 4-13-2017

28.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a __ New Submission or __ Correction or __ Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First: Claudia M.I. E. Last: Hurtado-Garcia Suffix: _____

***2. Contract Information.**

a) Contract or project name: Ready Mix Cement - FY16-059

b) Originating department: Various Departments

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

City Ready Mix, Inc.

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
☐ Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract.**

☒ Not applicable. No subcontractors will be retained for this contract.
☐ Subcontractors may be retained, but have not been selected at the time of this submission.
☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ **List of contributors:**

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(s) of interest:

***Acknowledgements**

☑ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☑ **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☑ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☑ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Claudia Hurtado Garcia Title: Corporate Secretary

Company Name or DBA: City Ready Mix Inc. Date: July 7, 2016

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

29.0 Tab F

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

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

City Ready Mix, Inc.

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Laredo

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 goods or services to be provided under the contract.**

Vendor # 0000341 - Concrete Ready-Mix

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☒

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
LUCY ORNELAS
Notary Public
State of Texas
My Comm. Exp. 4-13-2017

AFFIX NOTARY STAMP / SEAL ABOVE

Claudia Maria Saucedo
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Corporate Secretary, this the 7th day of July, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath — Lucy Ornelas — Printed name of officer administering oath — Notary Public — Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission — www.ethics.state.tx.us — Adopted 10/5/2015

30.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 7, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on July 8, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Ready Mix Cement – Public Works Department
FY16-059

Bids are to be mailed: City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Castle Engineering & Testing, LLC
3302 Cuatro Vientos Drive, Suite No.12
Laredo, Texas 78046
Phone (956) 727 3530
Fax (956) 727 3384
TBPE Registration No. F-10341

HYDRAULIC CEMENT CONCRETE MIX DESIGN & CONTROL

Mr. Benito Hurtado, II
Plant Manager
City Ready Mix, Inc.
P.O. Box 2631
Laredo, Texas 78044

Project: General Plant Production
2016 Concrete Mix Designs
Mix ID: 3,000 psi (1" Coarse Aggregate)
Project No.: 16M009 Report No.: 004
Date of Service: 02/26/2016

Material Properties

%	Material	Specific Gravity (SSD)	Rod Unit Wt., pcf	Absorption, %
100	Ben-Hur Pit, Gravel, ASTM C-33, Size No. 57	2.61	106.4	1.2
100	Ben-Hur Pit, Sand, ASTM C-33	2.68	99.7	1.5
100	Alamo Cement, Type I, ASTM C-150	3.15	---	---
---	Water Source: City of Laredo	1.00	---	---

Ratios

Recommended Design Slump, in. : ..... 4.5 ± 1.0	Water, gal/yd^3 : 25.42
Cement Factor : 5.00	W/C Ratio : 0.45
Water, gal/sack : 5.08	Air Factor, % : 1.00

Absolute Volumes, ft^3

Cement: 2.39	Gravel: 11.46
Water: 3.40	Sand : 9.34
Entrapped Air: 0.41	**Volume of Aggregates: 20.80**
Volume of Paste: 6.20	

Weight of Materials, lbs

Alamo Cement, Type I, ASTM C-150	470	
Water*	212	
Ben-Hur Pit, Gravel (Dry), ASTM C-33, Size No. 57	1867	
Ben-Hur Pit, Sand (Dry), ASTM C-33	1562	
* May require field adjustment for free water in aggregates	Unit Weight (SSD):	152.3 pcf
Admixtures: None	---	

STATE OF TEXAS
JESSE P. RODRIGUEZ
57352
LICENSED PROFESSIONAL ENGINEER
26. FEB 16.

Report Distribution:
City Ready Mix, Inc.

Reviewed By: _____
Jesse P. Rodriguez, P.E.

The test(s) were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is for the exclusive use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

Castle Engineering & Testing, LLC
3302 Cuatro Vientos Drive, Suite No. 12
Laredo, Texas 78046
Phone 956.727.3530 Fax 956.727.3384
TBPE Registration No. F-10341

CONCRETE COMPRESSION TEST REPORT

Report To:	Mr. Benito Hurtado, II Plant Manager City Ready Mix, Inc. P. O. Box 2631 Laredo, Texas 78044	Project Number: Project: Location:	16M009-004 General Plant Production 2016 Concrete Mix Designs Laredo, Texas

Mix Data

Material Type:	Concrete	Aggregate Size:	1"
Supplier:	City Ready Mix, Inc.	Admixture:	None
Mix Number:	3000 PSI	Specified Strength:	3000 psi at 28 days
Cement Factor:	5	Slump Requirement:	3.5-5.5 in.
		Air Content Requirement:	— %

Sample Data

Sample Date: 2/26/16 Notes: Clear and cool during concrete sampling.

Set Data (ASTM C31)

Laboratory Number:	160226	Slump (ASTM C143):	4.75 in.
Set Number:	2 of 14	Ambient Temperature:	59 °F
Time Cast:	10:00am	Sample Temperature (ASTM C1064):	50 °F
Field Technician:	Oscar Martel, E.I.T.	Air Content (ASTM C173/C231):	1.2 %
Truck/Ticket Number:	— / —	Unit Weight-Fresh (ASTM C138):	150.2 pcf
Testing Technician:	Jesus "Papo" Pompa	Unit Weight-Dry (ASTM C567):	— pcf
Placement Location:	CET Laboratory Trial Batch		

Test Data (ASTM C39)

Sample Number	Date Tested	Age	Dimensions (in)	Area (in^2)	Load (lbf)	Corr. Factor	Cure Type	Fract. Type	Comp. Str. (psi)
2A	2/29/16	3	4 X 8	12.57	27120	1.00	L	A	2160
2B	2/29/16	3	4 X 8	12.57	29840	1.00	L	A	2370
2C	3/4/16	7	4 X 8	12.57	33220	1.00	L	A	2640
2D	3/4/16	7	4 X 8	12.57	32870	1.00	L	A	2620
2E	3/11/16	14	4 X 8	12.57	43840	1.00	L	A	3490
2F	3/11/16	14	4 X 8	12.57	41230	1.00	L	A	3280
2G	3/25/16	28	4 X 8	12.57	54840	1.00	L	A	4360
2H	3/25/16	28	4 X 8	12.57	53190	1.00	L	A	4230
2I	3/25/16	28	4 X 8	12.57	52120	1.00	L	A	4150

Cure Type: L-Laboratory; F-Field
Fracture Type: A-Cone; B-Cone/Split; C-Cone/Shear; D-Shear; E-Columnar

Average 28-day Compressive Strength = 4250 psi

- Defects not apparent unless otherwise noted.
- Sampled materials MEET the specified 28-day strength requirement as noted.

Comments: Field testing of fresh concrete and laboratory curing and testing of hardened concrete cylinders were performed in general accordance with the following applicable ASTM standards; C31, C39, C138, C143, C172, C173, C231 and C1064.

Cc: City Ready Mix, Inc.

STATE OF TEXAS
JESSE P. RODRIGUEZ
57352
LICENSED
PROFESSIONAL ENGINEER
31 MAR 16

Submitted by,
Castle Engineering & Testing, LLC
Jesse P. Rodriguez, P. E.
(3/25/16)

CONCRETE TEST - CASTLE.GDT - 3/31/16 10:42 - N:\GEOTECHNICAL\GINT FILES\GINT\PROJECTS\16M009-004.GPJ

Castle Engineering & Testing, LLC
3302 Cuatro Vientos Drive, Suite No.12
Laredo, Texas 78046
Phone (956) 727 3530
Fax (956) 727 3384
TBPE Registration No. F-10341

HYDRAULIC CEMENT CONCRETE MIX DESIGN & CONTROL

Mr. Benito Hurtado, II
Plant Manager
City Ready Mix, Inc.
P.O. Box 2631
Laredo, Texas 78044

Project: General Plant Production
2016 Concrete Mix Designs
Mix ID: 3,600 psi (1" Coarse Aggregate)
Project No.: 16M009 Report No.: 008
Date of Service: 02/26/2016

Material Properties

%	Material	Specific Gravity (SSD)	Rod Unit Wt., pcf	Absorption, %
100	Ben-Hur Pit, Gravel, ASTM C-33, Size No. 57	2.61	106.4	1.2
100	Ben-Hur Pit, Sand, ASTM C-33	2.68	99.7	1.5
100	Alamo Cement, Type 1/II (LA), ASTM C-150	3.15	---	---
---	Water Source: City of Laredo	1.00	---	---

Ratios

Recommended Design Slump, in. :	4.5 ± 1.0	Water, gal/yd^3 :	27.93
Cement Factor :	5.5	W/C Ratio :	0.45
Water, gal/sack :	5.07	Air Factor, % :	1.50

Absolute Volumes, ft^3

Cement:	2.63	Gravel:	10.59
Water:	3.73	Sand :	9.64
Entrapped Air:	0.41	**Volume of Aggregates:**	**20.23**
Volume of Paste:	**6.77**		

Weight of Materials, lbs

Alamo Cement, Type 1/II (LA), ASTM C-150	517	
Water*	233	
Ben-Hur Pit, Gravel (Dry), ASTM C-33, Size No. 57	1724	
Ben-Hur Pit, Sand (Dry), ASTM C-33	1612	
* May require field adjustment for free water in aggregates	Unit Weight (SSD):	151.3 pcf
Admixtures: None	---	

STATE OF TEXAS
JESSE P. RODRIGUEZ
57352
LICENSED PROFESSIONAL ENGINEER
26 FEB 16

Report Distribution:
City Ready Mix, Inc.

Reviewed By: Jesse P. Rodriguez, P.E.

The test(s) were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is for the exclusive use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

Castle Engineering & Testing, LLC
3302 Cuatro Vientos Drive Suite No. 12
Laredo, Texas 78046
Phone 956.727.3530 Fax 956.727.3384
TBPE Registration No. F-10341

CONCRETE COMPRESSION TEST REPORT

Report To: Mr. Benito Hurtado, II
Plant Manager
City Ready Mix, Inc.
P. O. Box 2631
Laredo, Texas 78044

Project Number: 16M009-008
Project: General Plant Production
Location: 2016 Concrete Mix Designs
Laredo, Texas

Mix Data

Material Type:	Concrete	Aggregate Size:	1"		
Supplier:	City Ready Mix, Inc.	Admixture:	None		
Mix Number:	3600 PSI	Specified Strength:	3600	psi at	28 days
Cement Factor:	5.5	Slump Requirement:	3.5-5.5	in.	
		Air Content Requirement:	—	%	

Sample Data

Sample Date: 2/26/16 Notes: Clear and warm during concrete sampling.

Set Data (ASTM C31)

Laboratory Number:	160226	Slump (ASTM C143):	4.75	in.	
Set Number:	6 of 14	Ambient Temperature:	66	°F	
Time Cast:	12:00pm	Sample Temperature (ASTM C1064):	60	°F	
Field Technician:	Oscar Martel, E.I.T.	Air Content (ASTM C173/C231):	1.0	%	
Truck/Ticket Number:	— / —	Unit Weight-Fresh (ASTM C138):	150.6	pcf	
Testing Technician:	Jesus "Papo" Pompa	Unit Weight-Dry (ASTM C567):	—	pcf	
Placement Location:	CET Laboratory Trial Batch				

Test Data (ASTM C39)

Sample Number	Date Tested	Age	Dimensions (in)	Area (in^2)	Load (lbf)	Corr. Factor	Cure Type	Fract. Type	Comp. Str. (psi)
6A	2/29/16	3	4 X 8	12.57	30490	1.00	L	A	2430
6B	2/29/16	3	4 X 8	12.57	27810	1.00	L	A	2210
6C	3/4/16	7	4 X 8	12.57	41280	1.00	L	A	3280
6D	3/4/16	7	4 X 8	12.57	39490	1.00	L	A	3140
6E	3/11/16	14	4 X 8	12.57	49580	1.00	L	A	3950
6F	3/11/16	14	4 X 8	12.57	46950	1.00	L	A	3740
6G	3/25/16	28	4 X 8	12.57	61220	1.00	L	A	4870
6H	3/25/16	28	4 X 8	12.57	64105	1.00	L	A	5100
6I	3/25/16	28	4 X 8	12.57	62100	1.00	L	A	4940

Cure Type: L-Laboratory; F-Field
Fracture Type: A-Cone; B-Cone/Split; C-Cone/Shear; D-Shear; E-Columnar

Average 28-day Compressive Strength = 4970 psi

- Defects not apparent unless otherwise noted.
- Sampled materials MEET the specified 28-day strength requirement as noted.

Comments: Field testing of fresh concrete and laboratory curing and testing of hardened concrete cylinders were performed in general accordance with the following applicable ASTM standards; C31, C39, C138, C143, C172, C173, C231 and C1064.

STATE OF TEXAS
JESSE P. RODRIGUEZ
57352
LICENSED PROFESSIONAL ENGINEER

Cc: City Ready Mix, Inc.

Submitted by,
Castle Engineering & Testing, LLC
Jesse P. Rodriguez, P. E.
(3/25/16)

CONCRETE TEST - CASTLE.GDT - 3/29/16 15:29 - N:\GEOTECHNICAL\GINT FILES\GINT\PROJECTS\16M009-008.GPJ

Castle Engineering & Testing, LLC
3302 Cuatro Vientos Drive, Suite No.12
Laredo, Texas 78046
Phone (956) 727 3530
Fax (956) 727 3384
TBPE Registration No. F-10341

HYDRAULIC CEMENT CONCRETE MIX DESIGN & CONTROL

Mr. Benito Hurtado, II
Plant Manager
City Ready Mix, Inc.
P.O. Box 2631
Laredo, Texas 78044

Project: 2016 Concrete Mix Designs
Mix ID: 2,600 psi @ 24 Hours
High Early Strength (Fast Track)
Project No.: 16M009 Report No.: 014
Date of Service: 02/26/2016

Material Properties				
%	Material	Specific Gravity (SSD)	Rod Unit Wt., pcf	Absorption, %
100	Ben-Hur Pit, Gravel, ASTM C-33, Size No. 57	2.61	106.4	1.2
100	Ben-Hur Pit, Sand, ASTM C-33	2.68	99.7	1.5
100	Alamo Cement, Type 1/II (LA), ASTM C-150	3.15	---	---
---	Water Source: City of Laredo	1.00	---	---

Ratios			
Recommended Design Slump, in. :	4.5 ± 1.0	Water, gal/yd^3 :	35.49
Cement Factor :	7.00	W/C Ratio :	0.45
Water, gal/sack :	5.07	Air Factor, % :	1.50

Absolute Volumes, ft^3			
Cement:	3.35	Gravel:	10.59
Water:	4.74	Sand :	7.91
Entrapped Air:	0.41	**Volume of Aggregates:**	**18.50**
Volume of Paste:	**8.50**		

Weight of Materials, lbs		
Alamo Cement, Type 1/II (LA), ASTM C-150	658	
Water*	296	
Ben-Hur Pit, Gravel (Dry), ASTM C-33, Size No. 57	1724	
Ben-Hur Pit, Sand (Dry), ASTM C-33	1323	
* May require field adjustment for free water in aggregates	Unit Weight (SSD):	148.2 pcf
Admixtures: None	---	

STATE OF TEXAS
JESSE P. RODRIGUEZ
57352
LICENSED PROFESSIONAL ENGINEER

26. Feb 16.

Report Distribution:
City Ready Mix, Inc.

Reviewed By: Jesse P. Rodriguez, P.E.

The test(s) were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is for the exclusive use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

Castle Engineering & Testing, LLC
3302 Cuatro Vientos Drive, Suite No. 12
Laredo, Texas 78046
Phone 956.727.3530 Fax 956.727.3384
TBPE Registration No. F-10341

CONCRETE COMPRESSION TEST REPORT

Report To:	Mr. Benito Hurtado, II Plant Manager City Ready Mix, Inc. P. O. Box 2631 Laredo, Texas 78044	Project Number: Project: Location:	16M009-014 General Plant Production 2016 Concrete Mix Designs Laredo, Texas

Mix Data

Material Type:	Concrete	Aggregate Size:	1"		
Supplier:	City Ready Mix, Inc.	Admixture:	None		
Mix Number:	2600 PSI HES Fast Track	Specified Strength:	2600	psi at	1 days
Cement Factor:	7	Slump Requirement:	3.5-5.5	in.	
		Air Content Requirement:	—	%	

Sample Data

Sample Date: 2/26/16 Notes: Clear and warm during concrete sampling.

Set Data (ASTM C31)

Laboratory Number:	160226	Slump (ASTM C143):	5.5 in.
Set Number:	12 of 14	Ambient Temperature:	75 °F
Time Cast:	3:00pm	Sample Temperature (ASTM C1064):	70 °F
Field Technician:	Oscar Martel, E.I.T.	Air Content (ASTM C173/C231):	1.1 %
Truck/Ticket Number:	— / —	Unit Weight-Fresh (ASTM C138):	150.1 pcf
Testing Technician:	Jesus "Papo" Pompa	Unit Weight-Dry (ASTM C567):	— pcf
Placement Location:	CET Laboratory Trial Batch		

Test Data (ASTM C39)

Sample Number	Date Tested	Age	Dimensions (in)	Area (in^2)	Load (lbf)	Corr. Factor	Cure Type	Fract. Type	Comp. Str. (psi)
12A	2/27/16	1	4 X 8	12.57	40490	1.00	L	A	3220
12B	2/27/16	1	4 X 8	12.57	38250	1.00	L	A	3040
12C	2/27/16	1	4 X 8	12.57	42990	1.00	L	A	3420
12D	3/4/16	7	4 X 8	12.57	55565	1.00	L	A	4420
13E	3/4/16	7	4 X 8	12.57	57840	1.00	L	A	4600
13F	3/4/16	7	4 X 8	12.57	54930	1.00	L	A	4370
13G	3/25/16	28	4 X 8	12.57	76160	1.00	L	A	6060
13H	3/25/16	28	4 X 8	12.57	73280	1.00	L	A	5830
13I	3/25/16	28	4 X 8	12.57	75430	1.00	L	A	6000

Cure Type: L-Laboratory; F-Field
Fracture Type: A-Cone; B-Cone/Split; C-Cone/Shear; D-Shear; E-Columnar

Average 28-day Compressive Strength = 5960 psi

- Defects not apparent unless otherwise noted.
- Sampled materials MEET the specified 28-day strength requirement as noted.

Comments: Field testing of fresh concrete and laboratory curing and testing of hardened concrete cylinders were performed in general accordance with the following applicable ASTM standards; C31, C39, C138, C143, C172, C173, C231 and C1064.

Cc: City Ready Mix, Inc.

STATE OF TEXAS
JESSE P. RODRIGUEZ
57352
LICENSED
PROFESSIONAL ENGINEER

31 MAR 16

Submitted by,
Castle Engineering & Testing, LLC

Jesse P. Rodriguez, P. E.
(3/25/16)

CONCRETE TEST - CASTLE.GDT - 3/31/16 10:57 - N:\GEOTECHNICAL\GINT FILES\GINT\PROJECTS\16M009-014.GPJ

RECEIVED

2016 JUL -7 AM 9:25

#1

READY MIX CEMENT

VARIOUS DEPARTMENTS

FY16-059

MOBILE CASTS

1681 RESACITO DR.

LAREDO, TX 78043

CITY READY MIX, INC.
P.O. Box 2531
Laredo, Texas 78041

Bid: Ready Mix Cement - Various Departments

FY16-059

#2

RECEIVED

Pubic Works **C.**

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: John Orfila Jr., Public Works Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew contract FY17-049 with Anderson Columbia, Lake City, Florida, in an amount up to $3,000,000.00 for the purchase of black base and asphalt hot mix used for street paving projects. Any price changes to this contract will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). All materials are purchased on an as needed basis utilizing the construction project budgets. There was a price increase during the last extension period. This is the second of four extension periods. Funding is available in the Public Works construction project budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 8/6/18.

BACKGROUND

This contract established pricing for the purchase of black base and asphalt hot mix used in street paving, street construction, and general repair projects for all City departments. Bid pricing was requested on F.O.B. picked up by City trucks and delivery by the vendor. Price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). The base price shall be the OPIS average rack price for the Laredo area. There was a price increase during the last extension period. This is the second of four extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City

Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Current Contract Pricing:

		Anderson Columbia	Price Increase/Decrease
Section	Description	Unit Price/Ton	Unit Price/Ton
I	Black Base FOB delivered to Public Works & Utilities Job Site	$ 50.50	$ 50.50
II	Asphalt Type “D” Hot-Mix hot laid delivered to Public Works & Utilities Job Site	$ 53.00	$ 53.00
III	Asphalt Type “D” Hot-Mix, 1% lime, hot laid delivered to Public Works & Utilities Job Site	$ 53.50	$ 53.50
IV	Asphalt Type “D” Hot-Mix, 1% lime w/RAP, hot laid delivered to Public Works & Utilities Job Site	$ 52.50	$ 52.50
V	Asphalt Type “D” Hot-Mix, 1%, hot laid picked up by City Vehicles	$ 48.50	$ 48.50
VI	Asphalt Type “D” Hot-Mix, 1% w/RAP, hot laid picked up by City Vehicles	$ 51.07	$ 53.59
	Number of tons per cubic yard	1.4 Tons	

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2019

Bugeted Y/N?: Yes

Source of Funds:

Account #: 101-2730-532-3014

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY17-049

Contract FY17-049

Bid Tabulation
FY17-049
Public Works Materials
July 21, 2017 @ 3:00 P.M.

	Description		Anderson Columbia Lake City, FL 32056 Unit Price	Anderson Columbia Lake City, FL 32056 Total	Century Asphalt Houston, TX 77011 Unit Price	Century Asphalt Houston, TX 77011 Total
I	Black Base FOB delivered to Public Works and Utilites Job Site	2,000	$ 50.50	$ 101,000.00	$ 53.00	$ 106,000.00
II	Asphalt Type "D" Hot-mix, hot laid delivered to Public Works or Job Site	40,000	$ 53.00	$ 2,120,000.00	$ 55.75	$ 2,230,000.00
III	Asphalt Type "D" Hot-mix, 1% Lime hot laid delivered to Public Works or Job Site	40,000	$ 53.50	$ 2,140,000.00	$ 57.00	$ 2,280,000.00
IV	Asphalt Type "D" Hot-mix, 1% Lime with RAP hot laid delivered to Public Works or Site	20,000	$ 52.50	$ 1,050,000.00	$ 57.00	$ 1,140,000.00
	Number of tons per cubic yard			1.4 Ton's		1.6 Ton's

			Anderson Columbia Lake City, FL 32056 Unit Price	Anderson Columbia Lake City, FL 32056 Total	Century Asphalt Houston, TX 77011 Unit Price	Century Asphalt Houston, TX 77011 Total
V	Asphalt Type "D" Hot-mix, 1% Lime hot laid picked up by City Vehicle	40,000	$ 48.50	$ 1,940,000.00	$ 49.00	$ 1,960,000.00
	Mileage factor for low bid determination at $0.55.5/mile	40,000	$ 2.128	$ 85,120.00	$ 8.276	$ 331,040.00
	Low Bid Evaluation Criteria Subtotal with mileage factor			$ 2,025,120.00		$ 2,291,040.00
	Low bid evaluation total amount			$ 2,025,120.00		$ 2,291,040.00
	Number of tons per cubic yard			1.4 Ton's		1.6 Ton's
VI	Asphalt Type "D" Hot-mix, 1% Lime with RAP hot laid picked up by City Vehicle	40,000	$ 48.00	$ 1,920,000.00	$ 49.00	$ 1,960,000.00
	Mileage factor for low bid determination at $0.55.5/mile	40,000	$ 2.128	$ 85,120.00	$ 8.276	$ 331,040.00
	Low Bid Evaluation Criteria Subtotal with mileage factor			$ 2,005,120.00		$ 2,291,040.00
	Low bid evaluation total amount			$ 2,005,120.00		$ 2,291,040.00
	Number of tons per cubic yard			1.4 Ton's		1.6 Ton's
	Lab Tests Reports Submitted			Yes		Yes

City of Laredo
Purchasing Division
Renewal Notice

July 22, 2019

Mr. Berry Bryan
Anderson Columbia Co.
2210 N. Vo-Tech Drive
Weslaco, Texas 78599

Re: FY17-049 Public Works Materials
Contract FY17-049
Renewal Extension II

Dear Mr. Bryan,

A contract was awarded to your company on 8/07/17. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the second of four extension periods.

Current Contract Pricing

Section	Description	Unit Price/Ton
I	Black Base FOB delivered to Public Works & Utilities Job Site	$ 50.50
II	Asphalt Type "D" Hot-Mix hot laid delivered to Public Works & Utilities Job Site	$ 53.00
III	Asphalt Type "D" Hot-Mix, 1% lime, hot laid delivered to Public Works & Utilities Job Site	$ 53.50
IV	Asphalt Type "D" Hot-Mix, 1% lime w/RAP, hot laid delivered to Public Works & Utilities Job Site	$ 52.50
V	Asphalt Type "D" Hot-Mix, 1%, hot laid picked up by City Vehicles	$ 48.50
VI	Asphalt Type "D" Hot-Mix, 1% w/RAP, hot laid picked up by City Vehicles	$ 53.59

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador for
Purchasing Agent

Xc: Purchasing File

Anderson Columbia Co.

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: _____

Print Name: Berry O'Bryan

Date: 7/22/19

Anderson Columbia Co. Inc.

April 2nd, 2019

City of Laredo Att: City Engineer
Public Works Director,
Purchasing Division

RE: Public Works – Asphalt Oil Price Increase

To whom it may concern,

This is to inform you that due to increases in oil required to manufacture material in the contract with public works, we find it necessary to increase our price of Hot Mix.

Here is the pricing breakdown:

The asphalt oil (PG 64-22) increased from $405.00/ton to $455.00/ton = $50.00/ton increase.

Item	Price
Hot Mix TY "D" -	$51.49 @ 4.2% x $50.00 = $2.10

New price: $53.59/ton

Feel free to contact me if you have any further questions or concerns.

Thank you.

Sincerely,

Joseph Galindo
Project Manager
(956)252-6386

5114 State HWY 359 p (956) 726-9849
Laredo, TX 78043 f (956) 724-8372 www.Andersoncolumbia.com

March 31, 2019

To: Our Valued Asphalt Customers

Effective April 1, 2019 Valero Marketing and Supply Company will change the Daily Rack prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville. Below you will find updated pricing on individual materials that apply.

Corpus Christi Terminal		Corpus Christi Refinery		Houston		Brownsville	
PG64-22	$455 / ton	PG64-22	$455 / ton	PG64-22	$455 / ton	PG64-22	$455 / ton
PG70-22S	$555 / ton	PG70-22S	$555 / ton	PG70-22S	$555 / ton	PG76-22S	$615 / ton
PG76-22S	$605 / ton	PG76-22S	$605 / ton	PG76-22S	$605 / ton		
PG58-28	$485 / ton	AC-5	$505 / ton	PG58-28	$485 / ton		
AC-15P	$620 / ton	AC-10	$485 / ton	AC-15P	$620 / ton		
AC-20XP	$620 / ton	EMFL	$490 / ton	AC-20XP	$620 / ton		
AC-0.6	**$580 / ton			AC-0.6	**$580 / ton		
AC-3	**$510 / ton			AC-10	$485 / ton		
AC-5	$505 / ton			MC-30	$780 / ton		
AC-10	$485 / ton			RC-250	$720 / ton		
MC-30	$780 / ton			AC-5	$505 / ton		
RC-250	$720 / ton						

** Recent changes in TXDOT specifications have limited the use of certain lighter blend stocks in all asphalt grades. This has resulted in higher replacement costs for suitable lower viscosity alternatives used in these products.

**The products listed are subject to availability and daily rack prices may change at any time. We appreciate your business as always, and if you have any questions, please feel free to contact the Valero Marketing Manager for your area.

Houston - Sidney Pujol (225-603-3602) or Kyle Walker (281-415-1126)

Corpus Christi / Brownsville – Johnie Goodman (361-442-3909) / Rick Rodgers (361-815-8982)

Thank You

Sidney Pujol
Sr. Mgr. - Gulf Coast Asphalt Marketing
225-603-3602 - Phone
210-370-4455 - Fax
sidney.pujol@valero.com

CC: Michael Worth – VMSC Executive Director - Asphalt Marketing And Supply

City of Laredo
Purchasing Division
LETTER OF AWARD

August 7, 2018

Mr. Berry Bryan
Anderson Columbia Co.
2210 N. Vo-Tech Drive
Weslaco, Texas 78599

Re: FY17-049 Public Works Materials
Extension I
Approved by City Council on August 6, 2018

Dear Mr. Bryan,

This is to inform you that the contract renewal for FY17-049 was approved by the City Council on August 6, 2018. The term of this contract shall be for a period of one year. All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the first of four extension periods.

Contract Pricing:

Section	Description	Unit Price/Ton
I	Black Base FOB delivered to Public Works & Utilities Job Site	$ 50.50
II	Asphalt Type "D" Hot-Mix hot laid delivered to Public Works & Utilities Job Site	$ 53.00
III	Asphalt Type "D" Hot-Mix, 1% lime, hot laid delivered to Public Works & Utilities Job Site	$ 53.50
IV	Asphalt Type "D" Hot-Mix, 1% lime w/RAP, hot laid delivered to Public Works & Utilities Job Site	$ 52.50
V	Asphalt Type "D" Hot-Mix, 1%, hot laid picked up by City Vehicles	$ 48.50
VI	Asphalt Type "D" Hot-Mix, 1% w/RAP, hot laid picked up by City Vehicles	$ 51.07

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 08/06/2018
Initiated By: Ramon Chavez, Executive Director of Public Services
Staff Source: John Orfila Jr., Public Works Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual supply contract FY17-049 to the low bidder, Anderson Columbia, Lake City, Florida, in an amount up to $3,000,000.00 for the purchase of black base and asphalt hot mix used for street paving projects. Any price changes to this contract will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). All materials are purchased on an as needed basis utilizing the construction project budgets. This is the first of four extension periods. There was a price increase during the last extension period. Funding is available in the Public Works construction project budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 8/7/17

BACKGROUND

Current pricing is for the purchase of black base and asphalt hot mix used in street paving, street construction, and general repair projects for all City departments. Pricing refelects materials F.O.B. picked up by City trucks and delivery by the vendor. Price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). There was a price increase during the last extension period. This is the first of four extension periods. The base price shall be the OPIS average rack price for the Laredo area.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager &

City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Price Summary:

		Anderson Columbia		**Price Increase/Decrease**
Section	Description	Unit Price/Ton		Unit Price/Ton
I	Black Base FOB delivered to Public Works & Utilities Job Site	$ 50.50		$ 50.50
II	Asphalt Type "D" Hot-Mix hot laid delivered to Public Works & Utilities Job Site	$ 53.00		$ 53.00
III	Asphalt Type "D" Hot-Mix, 1% lime, hot laid delivered to Public Works & Utilities Job Site	$ 53.50		$ 53.50
IV	Asphalt Type "D" Hot-Mix, 1% lime w/RAP, hot laid delivered to Public Works & Utilities Job Site	$ 52.50		$ 52.50
V	Asphalt Type "D" Hot-Mix, 1%, hot laid picked up by City Vehicles	$ 48.50		$ 48.50
VI	Asphalt Type "D" Hot-Mix, 1% w/RAP, hot laid picked up by City Vehicles	$ 48.00		$ 51.07
	Number of tons per cubic yard	1.4 Tons		

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2018
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	101-2730-532-3014
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY17-049

Contract FY17-049

City of Laredo
Purchasing Division
Renewal Notice

July 11, 2018

Mr. Berry Bryan
Anderson Columbia Co.
2210 N. Vo-Tech Drive
Weslaco, Texas 78599

Re: FY17-049 Public Works Materials
Contract FY17-049
Renewal Extension I

Dear Mr. Bryan,

A contract was awarded to your company on 8/07/17. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of four extension periods.

Current Contract Pricing

Section	Description	Unit Price/Ton
I	Black Base FOB delivered to Public Works & Utilities Job Site	$ 50.50
II	Asphalt Type "D" Hot-Mix hot laid delivered to Public Works & Utilities Job Site	$ 53.00
III	Asphalt Type "D" Hot-Mix, 1% lime, hot laid delivered to Public Works & Utilities Job Site	$ 53.50
IV	Asphalt Type "D" Hot-Mix, 1% lime w/RAP, hot laid delivered to Public Works & Utilities Job Site	$ 52.50
V	Asphalt Type "D" Hot-Mix, 1%, hot laid picked up by City Vehicles	$ 48.50
VI	Asphalt Type "D" Hot-Mix, 1% w/RAP, hot laid picked up by City Vehicles	$ 51.07

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador For
Purchasing Agent

Xc: Purchasing File

Emperor Services, LLC

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: _____

Print Name: Berry O'Bryan

Date: 7/12/18

City of Laredo
Purchasing Division
Renewal Notice

July 11, 2018

Mr. Berry Bryan
Anderson Columbia Co.
2210 N. Vo-Tech Drive
Weslaco, Texas 78599

Re: FY17-049 Public Works Materials
Contract FY17-049
Renewal Extension I

Dear Mr. Bryan,

A contract was awarded to your company on 8/07/17. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of four extension periods.

Current Contract Pricing

Section	Description	Unit Price/Ton
I	Black Base FOB delivered to Public Works & Utilities Job Site	$ 50.50
II	Asphalt Type "D" Hot-Mix hot laid delivered to Public Works & Utilities Job Site	$ 53.00
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IV	Asphalt Type "D" Hot-Mix, 1% lime w/RAP, hot laid delivered to Public Works & Utilities Job Site	$ 52.50
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VI	Asphalt Type "D" Hot-Mix, 1% w/RAP, hot laid picked up by City Vehicles	$ 51.07

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador for
Purchasing Agent

Xc: Purchasing File

Emperor Services, LLC

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

Anderson Columbia Co., Inc.

May 29, 2018

City of Laredo Att: City Engineer,
Public Works Director,
Purchasing Division

RE: Public Works

Material

This is to inform you that due to increases in oil required to manufacture material in the contract with public works we find it necessary to increase our price of Hot Mix.
The following is our price breakdown:
The price increase of asphalt oil (PG 64-22) from $345/ton to $395/ton=$50/ton

Item		Price			
I	Hot Mix	$49.02	@4.1%X $50.00 = $2.05 =		$51.07/ton

effective June 1, 2018

Richard M Leyendecker
(956)740.5991

8114 State Highway 359
Laredo, Texas 78043

www.andersoncolumbia.com

Tel (956) 726-9819
Fax (956) 724-8372

VALERO
MARKETING AND SUPPLY COMPANY

May 25, 2018

To: Our Valued Asphalt Customers

Effective June 1, 2018 Valero Marketing and Supply Company will change the Daily Rack prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville. Below you will find updated pricing on individual materials that apply.

PG64-22	$395 / ton	PG64-22	$395 / ton	PG64-22	$395 / ton	PG64-22	$405 / ton
PG70-22S	$495 / ton	PG70-22S	$495 / ton	PG70-22S	$495 / ton	PG76-22S	$555 / ton
PG76-22S	$545 / ton	PG76-22S	$545 / ton	PG76-22S	$545 / ton		
PG58-28	$425 / ton	AC-5	$445 / ton	PG58-28	$425 / ton		
AC-15P	$530 / ton	AC-30	$625 / ton	AC-15P	$530 / ton		
AC-20XP	$530 / ton	[illegible]	$695 / ton	AC-20XP	$530 / ton		
AC-0.5	$495 / ton			AC-0.5	$495 / ton		
AC-3	$445 / ton			AC-10	$445 / ton		
AC-5	$445 / ton			MC-30	$720 / ton		
AC-10	$425 / ton			RC-250	$660 / ton		
MC-30	$720 / ton						
RC-250	$660 / ton						

**The products listed are subject to availability and daily rack prices may change at any time. We appreciate your business as always, and if you have any questions, please feel free to contact the Valero Marketing Manager for your area.

Houston - Sidney Pujol (225-603-3602) or Kyle Walker (281-415-1126)

Corpus Christi – Johnie Goodman (361-442-3909)

Thank You

Sidney Pujol
Sr. Mgr. - Gulf Coast Asphalt Marketing
225-603-3602 - Phone
210-370-4455 - Fax
sidney.pujol@valero.com

CC: Michael Worth – VMSC Executive Director - Asphalt Marketing And Supply

ANDERSON COLUMBIA CO., INC.
21202 FM 1472 Mines Road • Laredo, TX 78045
Office: (956) 726-9819 • Fax: (956) 724-8372

Feb.16.2018

City of Laredo
Att: City Engineer,
Public Works Director,
Purchasing Division

RE: Public Works Material

This is to inform you that due to increases in oil required to manufacture material in the contract with public works we find it necessary to increase our price of Hot Mix.
The following is the price breakdown:
The price increase of asphalt oil (PG 64-22) from $320.00/ton to $345.00/ton= $25.00/tor

Item	price				
I	Hot Mix $48.00/ton @4.1%X	$25.00	=	$1.025/ton=	$49.025TON

Effective Feb. 16,2018

Richard M. Leyendecker

VALERO
MARKETING AND SUPPLY COMPANY

May 12, 2017

To: Our Valued Asphalt Customers

Effective May 16, 2017 Valero Marketing and Supply Company will change the Daily Rack prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville. Below you will find updated pricing on individual materials that apply.

PG64-22	$320 / ton	PG64-22	$320 / ton	PG64-22	$320 / ton	PG64-22	$330 / ton
PG70-22S	$420 / ton	PG70-22S	$420 / ton	PG70-22S	$420 / ton		
PG76-22S	$470 / ton	PG76-22S	$470 / ton	PG76-22S	$470 / ton		
PG58-28	$320 / ton	AC-5	$320 / ton	PG58-28	$320 / ton		
AC-15P	$455 / ton	AC-10	$320 / ton	AC-15P	$455 / ton		
AC-20XP	$455 / ton	AC-5	$395 / ton	AC-20XP	$455 / ton		
AC-0.6	$330 / ton			AC-0.6	$330 / ton		
AC-3	$370 / ton			AC-10	$345 / ton		
AC-5	$345 / ton			MC-30	$645 / ton		
AC-10	$345 / ton			RC-250	$585 / ton		
MC-30	$645 / ton						
RC-250	$585 / ton						

**The products listed are subject to availability and daily rack prices may change at any time. We appreciate your business as always, and if you have any questions, please feel free to contact the Valero Marketing Manager for your area.

Houston - Sidney Pujol (225-603-3602) or Kyle Walker (281-415-1126)

Corpus Christi – Johnie Goodman (361-442-3909)

Thank You

Sidney Pujol
Sr. Mgr. - Gulf Coast Asphalt Marketing
225-603-3602 - Phone
210-370-4455 - Fax
sidney.pujol@valero.com

CC: Michael Worth – VMSC Executive Director - Asphalt Marketing And Supply

VALERO
MARKETING AND SUPPLY COMPANY

January 25, 2018

To: Our Valued Asphalt Customers

Effective February 1, 2018 Valero Marketing and Supply Company will change the Daily Rack prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville. Below you will find updated pricing on individual materials that apply.

PG64-22	$345 / ton	PG64-22	$345 / ton	PG64-22	$345 / ton	PG64-22	$355 / ton
PG70-22S	$445 / ton	PG70-22S	$445 / ton	PG70-22S	$445 / ton		
PG76-22S	$495 / ton	PG76-22S	$495 / ton	PG76-22S	$495 / ton		
PG58-28	$345 / ton	AC-5	$355 / ton	PG58-28	$345 / ton		
AC-15P	$480 / ton	AC-15	$355 / ton	AC-15P	$480 / ton		
AC-20XP	$480 / ton	CRS-1	$355 / ton	AC-20XP	$480 / ton		
AC-0.5	$355 / ton			AC-0.5	$355 / ton		
AC-3	$395 / ton			AC-10	$370 / ton		
AC-5	$370 / ton			MC-30	$570 / ton		
AC-10	$370 / ton			RC-250	$510 / ton		
MC-30	$570 / ton						
RC-250	$510 / ton						

**The products listed are subject to availability and daily rack prices may change at any time. We appreciate your business as always, and if you have any questions, please feel free to contact the Valero Marketing Manager for your area.

Houston - Sidney Pujol (225-603-3602) or Kyle Walker (281-415-1126)

Corpus Christi – Johnie Goodman (361-442-3909)

Thank You

Sidney Pujol
Sr. Mgr. - Gulf Coast Asphalt Marketing
225-603-3602 - Phone
210-370-4455 - Fax
sidney.pujol@valero.com

CC: Michael Worth – VMSC Executive Director - Asphalt Marketing And Supply

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:
2017-247895

Date Filed:
08/10/2017

Date Acknowledged:
08/11/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
ANDERSON COLUMBIA CO., INC.
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 LAREDO

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.
FY17-049 PUBLIC WORKS MATERIAL
ASPHALT TY D

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 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

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FY17-049 PUBLIC WORKS MATERIAL
ASPHALT TY D

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		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

MARIA ALICIA HERNANDEZ
ID# 1093461-6
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-04-2021

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Maria A. Hernandez, this the 10th day of August, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Mary Hernandez
Printed name of officer administering oath

Office Manager
Title of officer administering oath

City of Laredo
Purchasing Division
LETTER OF AWARD

August 8, 2017

Mr. Berry Bryan
Anderson Columbia Co.
2210 N. Vo-Tech Drive
Weslaco, Texas 78599

Re: FY17-049 Public Works Materials
Approved by City Council on August 7, 2017

Dear Mr. Bryan,

This is to inform you that the contract FY17-049 was approved by the City Council on July 17, 2017. The term of this contract shall be for a period of one year. All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has four extension periods.

Contract Pricing:

Section	Description	Unit Price/Ton
I	Black Base FOB delivered to Public Works & Utilities Job Site	$ 50.50
II	Asphalt Type "D" Hot-Mix hot laid delivered to Public Works & Utilities Job Site	$ 53.00
III	Asphalt Type "D" Hot-Mix, 1% lime, hot laid delivered to Public Works & Utilities Job Site	$ 53.50
IV	Asphalt Type "D" Hot-Mix, 1% lime w/RAP, hot laid delivered to Public Works & Utilities Job Site	$ 52.50
V	Asphalt Type "D" Hot-Mix, 1%, hot laid picked up by City Vehicles	$ 48.50
VI	Asphalt Type "D" Hot-Mix, 1% w/RAP, hot laid picked up by City Vehicles	$ 48.00

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us.If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 08/07/2017
Initiated By: Robert Eads, Assistant City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, John Orfila Jr., Public Works Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award supply contract FY17-049 to the low bidder, Anderson Columbia, Lake City, Florida, in an amount up to $3,000,000.00 for the purchase of black base and asphalt hot mix used for street paving projects. Any price changes to this contract will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). All materials are purchased on an as needed basis utilizing the construction project budgets. This contract has four (4) extension periods, upon mutual agreement of the parties. Funding is available in the Public Works construction project budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Bids were accepted for awarding an annual contract for the purchase of black base and asphalt hot mix used in street paving, street construction, and general repair projects for all City departments. Bid pricing was requested on F.O.B. picked up by City trucks and delivery by the vendor. Staff has reviewed the two bids submitted and is recommending that a contract be awarded to the low bidder Anderson Columbia. Price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). The base price shall be the OPIS average rack price for the Laredo area.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the

same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Price Summary:

		Anderson Columbia		**Century Asphalt**
Section	Description	Unit Price/Ton		Unit Price/Ton
I	Black Base FOB delivered to Public Works & Utilities Job Site	$ 50.50		$ 53.00
II	Asphalt Type "D" Hot-Mix hot laid delivered to Public Works & Utilities Job Site	$ 53.00		$ 55.75
III	Asphalt Type "D" Hot-Mix, 1% lime, hot laid delivered to Public Works & Utilities Job Site	$ 53.50		$ 57.00
IV	Asphalt Type "D" Hot-Mix, 1% lime w/RAP, hot laid delivered to Public Works & Utilities Job Site	$ 52.50		$ 57.00
V	Asphalt Type "D" Hot-Mix, 1%, hot laid picked up by City Vehicles	$ 48.50		$ 49.00
VI	Asphalt Type "D" Hot-Mix, 1% w/RAP, hot laid picked up by City Vehicles	$ 48.00		$ 49.00
	Number of tons per cubic yard	1.4 Tons		1.6 Tons

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2017
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	101-2730-532-3014

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY17-049

Contract

Bid Tabulation
FY17-049
Public Works Materials
July 21, 2017 @ 3:00 P.M.

	Description		Anderson Columbia Lake City, FL 32056 Unit Price	Anderson Columbia Lake City, FL 32056 Total	Century Asphalt Houston, TX 77011 Unit Price	Century Asphalt Houston, TX 77011 Total
I	Black Base FOB delivered to Public Works and Utilites Job Site	2,000	$ 50.50	$ 101,000.00	$ 53.00	$ 106,000.00
II	Asphalt Type "D" Hot-mix, hot laid delivered to Public Works or Job Site	40,000	$ 53.00	$ 2,120,000.00	$ 55.75	$ 2,230,000.00
III	Asphalt Type "D" Hot-mix, 1% Lime hot laid delivered to Public Works or Job Site	40,000	$ 53.50	$ 2,140,000.00	$ 57.00	$ 2,280,000.00
IV	Asphalt Type "D" Hot-mix, 1% Lime with RAP hot laid delivered to Public Works or Site	20,000	$ 52.50	$ 1,050,000.00	$ 57.00	$ 1,140,000.00
	Number of tons per cubic yard			1.4 Ton's		1.6 Ton's

			Anderson Columbia Lake City, FL 32056 Unit Price	Anderson Columbia Lake City, FL 32056 Total	Century Asphalt Houston, TX 77011 Unit Price	Century Asphalt Houston, TX 77011 Total
V	Asphalt Type "D" Hot-mix, 1% Lime hot laid picked up by City Vehicle	40,000	$ 48.50	$ 1,940,000.00	$ 49.00	$ 1,960,000.00
	Mileage factor for low bid determination at $0.55.5/mile	40,000	$ 2.128	$ 85,120.00	$ 8.276	$ 331,040.00
	Low Bid Evaluation Criteria Subtotal with mileage factor			$ 2,025,120.00		$ 2,291,040.00
	Low bid evaluation total amount			$ 2,025,120.00		$ 2,291,040.00
	Number of tons per cubic yard			1.4 Ton's		1.6 Ton's
VI	Asphalt Type "D" Hot-mix, 1% Lime with RAP hot laid picked up by City Vehicle	40,000	$ 48.00	$ 1,920,000.00	$ 49.00	$ 1,960,000.00
	Mileage factor for low bid determination at $0.55.5/mile	40,000	$ 2.128	$ 85,120.00	$ 8.276	$ 331,040.00
	Low Bid Evaluation Criteria Subtotal with mileage factor			$ 2,005,120.00		$ 2,291,040.00
	Low bid evaluation total amount			$ 2,005,120.00		$ 2,291,040.00
	Number of tons per cubic yard			1.4 Ton's		1.6 Ton's
	Lab Tests Reports Submitted			Yes		Yes

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

PUBLIC WORKS MATERIALS
PUBLIC WORKS DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of public works materials for the Public Works Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 20, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on July 21, 2017.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Public Works Materials – Public Works Department
FY17-049

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Heberto "Beto" L. Ramirez** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Heberto "Beto" L. Ramirez** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the supply of public works materials for the Public Works Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on July 20, 2017** and all bids received will be **opened** and read publicly on **July 21, 2017 at 3:00 PM.**

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1110 Houston Street
Laredo, Texas 78042-0579

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C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 21st DAY OF JUNE 2017.

Tiffany L. Franklin for:
Heberto "Beto" L. Ramirez
Acting City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, P.O. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Invoices must include the scale ticket of all loads from a Certified Scale in order to get processed for payment. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not required for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126
Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD
A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)
The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Formal Invitation for Bids
Public Works Materials

14.0 Scope of Work

The City of Laredo is requesting bids for awarding an annual contract for the supply of public works materials for various departments. The needs of the City shall govern the amount of materials requested by the City during contract period. The City is requesting bids for the following material:

Black Base
Asphalt Type D

14.1 All questions for this bid shall be submitted in writing or by email no later than, July 6, 2017 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.0 General Conditions

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

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

16.0 General Requirements

16.1 The general specifications for each material are listed in detail by category. Potential bidders must thoroughly review the City requirements. Bidders are hereby advised that some materials must be tested by an independent laboratory to ascertain compliance with the City's bid specifications. This testing must be done at the expense of the bidder and the independent testing laboratory must be approved by the City. **Test designs shall be no older than one year.**

Bids without a Certified Laboratory Test Report will not be considered.

16.2 Some materials require that the vendor indicate the source of material. Bidders are reminded to include that information in the bid schedule.

17.0 Cause for Termination of Contract

This materials contract may be terminated for any of the following reasons:

17.1 The material supplied continuously fails four (4) times to meet the specifications as included herein and as determined by the City Engineer or the testing laboratory procured, or

17.1.1 Deliveries are not made to the designated job site, plant site, Department of Public Works Compound and Department of Utilities Compound, F.O.B., or

17.1.2 Deliveries do not meet pre-set Department of Public Works or the Department of Utilities time schedules:

17.1.3 A 24-hour advance notice will be allowed:

17.1.3.1 Special cases, as equipment breakdown will be allowed more than five breakdowns in a year will be cause for termination.

17.1.3.2 The supplier will make every effort to deliver material to City in the event that less than a 24-hour notice is given.

18.0 Asphalt Stabilized Base Type B

18.1 Description

The City of Laredo is accepting bids to supply Asphalt Stabilized Base (Black base) for City Public Works Projects. It is estimated that the City will require approximately 12,000 tons of black base during this contract period. This item shall consist of base courses, to be composed of a compacted mixture of mineral aggregates and asphaltic materials mixed hot in a mixing plant in conformance with the Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition, Item 340.

18.2 MATERIALS

Asphaltic Materials:

Mixture - Asphalt for the mixture shall meet the requirements for AC-10, AC-20, or AC-40 asphalt. The grade of asphalt to be used will be approved by the Engineer after design tests have been made using the mineral aggregate approved for use in the construction of this item.

Mineral Aggregate:

Description: The material shall be crushed or un-crushed and screened as necessary to meet the requirements hereinafter specified and shall consist of durable coarse aggregate particles mixed with approved binding materials.

Asphalt Stabilized Mixture:

Paving Mixture: The mixture shall consist of a uniform mixture of mineral aggregate and asphaltic material. The mineral aggregate will conform to the gradation requirements as shown on the plans.

The exact percent asphaltic material in the mixture shall be 3.0 to 7.0 percent of the mixture by weight unless otherwise shown on the plans, or as approved by the engineer.

Tolerances:

Sample of the mixture placed in the field shall not vary from the approved mix design as follows: The sieve analysis from the job site sample shall not vary from the design by more than 5% on any individual or combination of sieves and still within master gradation limits and shall not vary from the asphalt content by more than 0.5 percent dry weight. Defective material will be replaced by the supplier at his expense or by the project contractor at a calculated or contracted cost and charged against the supplier.

19.0 Asphalt Type "D" Specifications

These specifications shall govern for the materials which shall be used for a base course, a leveling up course, a surface course or any combination thereof, and which shall be composed of a mixture of (1) Mineral Aggregate and Asphaltic material as necessary to meet the requirements for hot-mix asphaltic concrete pavement, and (2) limestone rock asphalt and fluxing materials as necessary to meet the requirements of cold-mix limestone rock asphalt.

Materials used in Hot-Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340 of the Texas Department of Transportation, "Standard Specifications of Construction of Highways, Streets and Bridges 2014" or latest edition for the types of asphalt specified.

Asphalt for the paving mixture shall be the type as determined by the City Engineer and shall meet the requirement of Item 300 "Asphalt, Oils, and Emulsions", Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition. The supplier shall notify the engineer of the source of asphalt and submit a certificate of compliance of materials prior to design or production. These specifications shall also govern for all equipment for handling and mixing materials, which equipment shall conform to Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition, Item 340.

Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Director.

Type "D" (Fine-Graded Surface Course)

Bin No. 1 - Shall contain aggregates of which 85 to 100 percent will pass the No. 10 sieve.

Bin No. 2 - Shall contain aggregates of which at least 70 percent will be such size as to pass the No. 4 Sieve and be retained on the No.10 sieve.

Bin No. 3 - Shall contain aggregates of which at least 75 percent will be of such size as to pass the ½ inch sieve and be retained on the No. 4 sieve.

20.0 <u>Asphalt Type "D" with 1% lime</u>

These specifications shall govern for the materials which shall be used for a base course, a leveling up course, a surface course or any combination thereof, and which shall be composed of a mixture of (1) Mineral Aggregate and Asphaltic material as necessary to meet the requirements for hot-mix asphaltic concrete pavement, and (2) limestone rock asphalt and fluxing materials as necessary to meet the requirements of cold-mix limestone rock asphalt.

Materials used in Hot-Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340 of the Texas Department of Transportation, "Standard Specifications of Construction of Highways, Streets and Bridges 2014" or latest edition for the types of asphalt specified.

Asphalt for the paving mixture shall be the type as determined by the City Engineer and shall meet the requirement of Item 300 "Asphalt, Oils, and Emulsions", Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition. The supplier shall notify the engineer of the source of asphalt and submit a certificate of compliance of materials prior to design or production. These specifications shall also govern for all equipment for handling and mixing materials, which equipment shall conform to Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition, Item 340.

Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Director.

Mineral Filler. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, cement, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Do not use more than 1% hydrated lime, unless otherwise shown on the plans.

Additives. When shown on the plans, use the type and rate of additive specified. Other additives that facilitate mixing or improve the quality of the mixture may be allowed when approved. If lime or a liquid anti-stripping agent is used, add in accordance with Item 301, "Asphalt Anti-stripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime back into the drum.
Addition of 1.0 percent Type "A" hydrated lime based on the dry weight of the aggregate is required. Lime addition shall be in accordance with Item 301. All moisture damage testing requirements contained in Item 301 shall remain in effect. Lime shall be added in dry form and in a suitable pug mill mixer. The material filler shall be proportioned into the mix by a vane meter or an equivalent measuring device acceptable to the City of Laredo. A hopper or other acceptable storage system shall be required to maintain a constant supply of mineral filler to the measuring device.

The measuring device for adding mineral filler shall be tied into the automatic plant controls so that the supply of mineral filler will be automatically adjusted to plant production and provide a consistent percentage to the mixture.

Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Manager.

21.1 Testing and Inspection

The City of Laredo shall require that a certified lab test report be submitted with the bid document for each of the asphalt materials being requested: asphalt and asphalt with 1% lime.

Sampling and testing procedures shall conform to the requirements of the appropriate designation of the American Association of State Highway Officials or the American Society for Testing Materials. The source of material shall be approved by the City Engineer prior to use.

Testing for the Atterberg Limits, Gradations, etc. shall be performed by an independent testing laboratory approved by the City, and a copy of the Laboratory Test Report is to be submitted as part of the bid for that particular material to ascertain compliance to the specifications. Test reports shall be no older than one year.

Bids without a Certified Laboratory Test Report will <u>not</u> be considered. A certified test report is needed for both the Type "D" Hot mix with and without the 1% lime.

22.0 <u>Asphalt Type "D" with 1% lime and Reclaimed Asphalt Pavement (RAP)</u>

Reclaimed asphalt pavement materials are generated when asphalt pavements are removed during resurfacing. The RAP materials shall be provided by the City of Laredo.

These specifications shall govern for the materials which shall be used for a base course, a leveling up course, a surface course or any combination thereof, and which shall be composed of a mixture of (1) Mineral Aggregate and Asphaltic material as necessary to meet the requirements for hot-mix asphaltic concrete pavement, and (2) limestone rock asphalt and fluxing materials as necessary to meet the requirements of cold-mix limestone rock asphalt.

Materials used in Hot-Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340 of the Texas Department of Transportation, "Standard Specifications of Construction of Highways, Streets and Bridges 2014" or latest edition for the types of asphalt specified.

Asphalt for the paving mixture shall be the type as determined by the City Engineer and shall meet the requirement of Item 300 "Asphalt, Oils, and Emulsions", Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition. The supplier shall notify the engineer of the source of asphalt and submit a certificate of compliance of materials prior to design or production. These specifications shall also govern for all equipment for handling and mixing materials, which equipment shall conform to Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition, Item 340.

Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Director.

<u>Mineral Filler</u>. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, cement, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Do not use more than 1% hydrated lime, unless otherwise shown on the plans.

<u>Additives</u>. When shown on the plans, use the type and rate of additive specified. Other additives that facilitate mixing or improve the quality of the mixture may be allowed when approved. If lime or a liquid anti-stripping agent is used, add in accordance with Item 301, "Asphalt Anti-stripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime back into the drum.

Addition of 1.0 percent Type "A" hydrated lime based on the dry weight of the aggregate is required. Lime addition shall be in accordance with Item 301. All moisture damage testing requirements contained in Item 301 shall remain in effect. Lime shall be added in dry form and in a suitable pug mill mixer. The material filler shall be proportioned into the mix by a vane meter or an equivalent measuring device acceptable to the City of Laredo. A hopper or other acceptable storage system shall be required to maintain a constant supply of mineral filler to the measuring device.

The measuring device for adding mineral filler shall be tied into the automatic plant controls so that the supply of mineral filler will be automatically adjusted to plant production and provide a consistent percentage to the mixture.

Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Manager.

23.1 Testing and Inspection

The City of Laredo shall require that a certified lab test report be submitted with the bid document for each of the asphalt materials being requested: asphalt and asphalt with 1% lime.

Sampling and testing procedures shall conform to the requirements of the appropriate designation of the American Association of State Highway Officials or the American Society for Testing Materials. The source of material shall be approved by the City Engineer prior to use.

Testing for the Atterberg Limits, Gradations, etc. shall be performed by an independent testing laboratory approved by the City, and a copy of the Laboratory Test Report is to be submitted as part of the bid for that particular material to ascertain compliance to the specifications. Test reports shall be no older than one year.

The City will accept a test report with RAP and with the 1% lime thirty days after a bid award for a design mix with City provided RAP.

24.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

24.1 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

24.2 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Public Works and Utilities Departments.

25.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

25.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

26.0 Price Adjustment****

During the period of this contract, prices may be increased and decreased. However, price changes will be governed by an index made up of the composite posted prices in the **Laredo** area of those companies published in the **daily** publication of Oil Price Information Service (OPIS). The base price shall be the ***OPIS average rack price*** for the Laredo area. The base price bid of the vendor will remain fixed during the contract period. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

27.0 Delivery

Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be contracted supplier.

Delivery time for all items ordered under the terms and conditions of this contract are 1 working days from date of order.

Bidder's business hours: From: 6 a.m. to 6 p.m.

Days of week: 6

28.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties
Tab G - Form 1295

29.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business): Anderson Columbia Co., Inc.

Signature of person authorized to sign bid _____ Date 7/20/17

Print Name of person authorized to sign bid: Berry O'Bryan

Title: Texas Area Manager

Business Address: 2210 N. Vo-Tech Drive, P.O. Box 565

City, State, Zip Code: Weslaco, Texas 78599

Telephone Number: (956)969-4614 Fax Number: (956)968-0982

Contact Person Email Address: berry.obryan@andersoncolumbia.com

Federal Tax ID Number: 59-2871935

Bidders Principal/Corporate Place of Business Address: 871 NW Guerdon Street, Lake City, FL 32055

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 29 Years

If applicable, list all other names under which the Business identified above operated in the last five years.

None

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No. If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☒

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

BO

30.0 Tab B Price Schedule

30.1 Asphalt Stabilized Base Type B (Job Site Delivery)

Section	Description	Est. Qty.	Unit Price/Ton	Extended Total
I	Black Base, price per ton, F.O.B. delivered to Public Works and Utilities Department job site	2,000 tons	$ 50.50	$ 101,000

List number of tons per cubic yard: 1.4

30.2 Asphalt Type "D" Hot Mix (Job Site Delivery)

Section	Description	Est. Qty.	Unit Price/Ton	Extended Total
II	Type "D" Hot-mix, hot laid, F.O.B. Delivered to Public Works and Utilities Department job sites	40,000 tons	$ 53.00	$ 2,120,000
III	Type "D" Hot-mix, 1% Lime, hot laid, F.O.B. Delivered to Public Works and Utilities Department job sites	40,000 tons	$ 53.50	$ 2,140,000
IV	Type "D" Hot-mix, with RAP provided by the City of Laredo and 1% Lime, F.O.B. Delivered to Public Works and Utilities Department job sites	20,000 tons	$ 52.50	$ 1,050,000

List number of tons per cubic yard: 1.4

Company Name: Anderson Columbia Co., Inc.

Owner/President Name: Joe H. Anderson, III

Company Address: P.O. Box 565

City, State, Zip Code: Weslaco, Texas 78599

Company Authorized Representative's Signature:

Company Representative's Name: Berry O'Bryan

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

30.3 Asphalt Type "D" Hot Mix (Picked up by City Trucks)

Section	Description	Est. Qty.	Unit Price/Ton	Extended Total
V	Type "D" Hot-mix, 1% Lime, hot laid, F.O.B. (local plant only) Plant, picked up by City Trucks	40,000 tons	$ 48.50	$ 1,940,000
VI	Type "D" Hot-mix, with RAP provided by the City of Laredo and 1% Lime, F.O.B. (local plant only) Plant, picked up by City Trucks	40,000 tons	$ 48.00	$ 1,920,000

List number of tons per cubic yard: 1.4

Special condition for F.O.B. plant pricing for Section V and VI:
For the purpose of low bid determination, a $0.555 cent per mile charge will be added to the unit price for each mile from the Public Works compound located at 5512 Thomas Ave., Laredo, TX 78041 to the vendor's plant.

Mileage from Public Works compound to the Vendors plant is 3.8 miles. In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible. Provide the route used to calculate this mileage.

COALE - Springfield - Delmar - FM 1472

Mileage is subject to verification by the City of Laredo.

Company Name: Anderson Columbia Co., Inc.

Owner/President Name: Joe H. Anderson, III

Company Address: P.O. Box 565

City, State, Zip Code: Weslaco, Texas 78599

Company Authorized Representative's Signature:

Company Representative's Name: Berry O'Bryan

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

BO

31.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

[X] HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Anderson Columbia Co., Inc. _____ 7/20/17
Name Signature Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Anderson Columbia Co., Inc.

2 [ ] **Check this box if you are filing an update to a previously filed questionnaire.**

N/A

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? [ ] Yes [ ] No

N/A

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? [ ] Yes [ ] No

N/A

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? [ ] Yes [ ] No N/A

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity 7/20/17
Date

B0

32.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Texas Area Manager of Anderson Columbia Co., Inc.
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 20th day of July 20 17.

Notary Public

My commission expires:

08-04-2017

MARIA A HERNANDEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-04-2017

B0

33.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a _X_ New Submission or __ Correction or __ Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First: Berry M.I. ___ Last: O'Bryan Suffix: ___

***2. Contract Information.**

a) Contract or project name: Public Works Materials-Public Works Department FY17-049

b) Originating department: Public Works Department

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

Anderson Columbia Co., Inc.

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
☐ Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract.**

☒ Not applicable. No subcontractors will be retained for this contract.
☐ Subcontractors may be retained, but have not been selected at the time of this submission.
☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

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***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ **List of contributors:**

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(s) of interest:

***Acknowledgements**

☒ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☒ **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Berry O'Bryan Title: Texas Area Manager

Company Name or DBA: Anderson Columbia Co., In. **Date:** 7/20/17

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

BO

34.0 Tab F

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Anderson Columbia Co., Inc.
Weslaco, TX

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Laredo

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 goods or services to be provided under the contract.
FY 17-049

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]

AFFIDAVIT
MARIA A HERNANDEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-04-2017
AFFIX NOTARY STAMP / SEAL ABOVE

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Maria A. Hernandez, this the 20th day of July, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath — Printed name of officer administering oath: Mary Hernandez — Title of officer administering oath: Office Manager

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission — www.ethics.state.tx.us — Adopted 10/5/2015

BO

35.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 20, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on July 21, 2017.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Public Works Materials – Public Works Department
FY17-049

Bids are to be mailed: City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

September 7, 2016

Mr. Richard Leyendecker, Jr.
Project Manager
Anderson Columbia Co., Inc.
21202 FM 1472
Laredo, Texas 78045

T: 956.724.6459
F: 956.717.3424
E: richard.leyendecker@andersoncolumbia.com

CASTLE
ENGINEERING & TESTING, LLC

Re: 2016 Asphaltic Concrete Mix Design
General Plant Production
TxDOT 2014, Item 340
Type "B" Fine Base with Lime
Laredo, Webb County, Texas
Project No. 16M084 Report No. 006

Dear Mr. Leyendecker;

Castle Engineering & Testing, LLC (CET) is pleased to submit the enclosed asphaltic concrete mix design. We understand that the mix design will be utilized for general batch plant production for your Laredo and surrounding area customers.

We appreciate this opportunity to be of service and look forward in working with you in future projects. If you have any questions regarding our report, or if additional engineering services are needed, please do not hesitate to contact our office.

Respectively,

Castle Engineering & Testing, LLC

Jesse P. Rodriguez, P.E.
President

JMP/JPR-16M084-006

STATE OF TEXAS
JESSE P. RODRIGUEZ
57352
LICENSED
PROFESSIONAL ENGINEER
28, Sept. 16.

CASTLE
ENGINEERING & TESTING, LLC

3302 Cuatro Vientos Drive, Suite No. 12
Laredo, Texas 78046
Phone 956.727.3530
Fax 956.727.3384
TBPE Registration No. F-10341

HOT MIX ASPHALTIC CONCRETE MIX DESIGN

Date:	September 9, 2016	Report No.:	16M084-006
Spec Item:	TxDOT 2014, Item 340	Tested/Sampled By:	Richard Leyendecker, Jr.
Mix Type:	Type "B" Fine Base w/Lime	Producer:	Anderson Columbia Co., Inc.

MATERIALS PROPERTIES

Aggregates:	Grade 2.....	20%	Asphalt Source:	VALERO
	Grade 3.....	12%	Asphalt Grade:	PG 64-22
	Grade 5	10%	Antistripping Additive:	1% Lime
	Grade 6	15%	Sand Equivalent:	62%
	Asphalt Sand	12%	Crushed Faces:	89%
	Recycled Asphalt Pavement...	30%		

Sieve Size	Aggregate Blend Percent Passing	TxDOT 2014, Item 340 Type "B" Fine Base w/Lime Percent Specified
1 1/2"	100.0	100
1"	100.0	98 – 100
3/4"	96.4	84 – 98
3/8"	73.6	60 – 80
No. 4	51.2	40 – 60
No. 8	38.4	29 – 43
No. 30	22.9	13 – 28
No. 50	17.4	6 – 20
No. 200	5.1	2 - 7

SUMMARY DESIGN DATA

	Actual Results	Specifications
Optimum Asphalt Content, (%)	4.4	---
Air Voids, (%)	3.5	---
Optimum Density, (%)	96.5	96.5
VMA, (%)	13.9	13.0 Min.
Theo. Max. Specific Gravity (Gr)	2.486	---
Bulk Specific Gravity (Ga)	2.399	---
HVEEM Stability, (%)	47	---

STATE OF TEXAS
JESSE P. RODRIGUEZ
57352
LICENSED
PROFESSIONAL ENGINEER

Report Distribution:
Anderson Columbia Co., Inc.

Reviewed By: _____
Jesse P. Rodriguez, PE.

The test(s) were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is for the exclusive use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

TEXAS DEPARTMENT OF TRANSPORTATION

HMACP MIXTURE DESIGN : COMBINED GRADATION

Reset Workbook

SAMPLE ID:	16M084	SAMPLE DATE:	09/07/2016
LOT NUMBER:	6	LETTING DATE:	09/12/2016
SAMPLE STATUS:		CONTROLLING CSJ:	
COUNTY:	Webb	SPEC YEAR:	2014
SAMPLED BY:	RL, Jr.	SPEC ITEM:	340
SAMPLE LOCATION:	Plant 14	SPECIAL PROVISION:	SS3267 Type "B" Fine Base
MATERIAL CODE:	Type "B" Fine Base	MIX TYPE:	340-DG-B
MATERIAL NAME:	Type "B" PG 64-22	WMA Additive in Design?	No
PRODUCER:	Anderson Columbia Co., Inc.	Target Discharge Temp., °F:	300
AREA ENGINEER:		PROJECT MANAGER:	
COURSE/LIFT:	Surface	STATION:	
DIST. FROM CL:		CONTRACTOR DESIGN #:	

Maximum Allowable, %	
Frac RAP:	20.0
Unfrac RAP:	10.0
RAS:	5.0
RB Ratio:	

Recycled Binder, %	
Bin No.8 :	0.0
Bin No.9 :	0.0
Bin No.10 :	0.0
Total	*0.000*

Use the value in the COURSE template

Ratio of Recycled to Total Binder, %
(based on binder percent (%) entered below in this worksheet)
0.0

Aggregate	AGGREGATE BIN FRACTIONS							"RECYCLED MATERIALS"			
	Bin No.1	Bin No.2	Bin No.3	Bin No.4	Bin No.5	Bin No.6	Bin No.7	Bin No.8	Bin No.9	Bin No.10	
Source:	limestone_Dolomit	limestone_Dolomit	limestone_Dolomit	limestone_Dolomit	Lightweight			Fractionated RAP			Material Type
Pit:	ICN	ICN	ICN	ICN	La Perla			AC Yard			Material Source
Number:	Grade 3	Grade 3	Grade 3	Grade 6	Asphalt Sand						RAS Type
Producer:	ICN	ICN	ICN	ICN	Anderson Columbia Co., Inc	Lime		Anderson Columbia Co., Inc			RAP/RAS Producer
Sample ID:	Grade 3	Grade 3	Grade 3	Grade 6	Asphalt Sand	Lime		Fractionated RAP			Sample ID

Hydrated Lime?:											Yes				Recycled Asphalt Binder (%)						Combined Gradation			
Individual Bin (%):	20.0	Percent	12.0	Percent	10.0	Percent	15.0	Percent	12.0	Percent	1.0	Percent		Percent	30.0	% of Tot. Mix / % of Aggreg.		% of Tot. Mix / % of Aggreg.		% of Tot. Mix / % of Aggreg.	Total Bin 100.0%	Lower & Upper Specification Limits		
Sieve Size:	Cum.% Passing	Wtd Cum %	Cum % Passing	Wtd Cum %	Cum % Passing	Wtd Cum %	Cum % Passing	Wtd Cum %	Cum % Passing	Wtd Cum %	Cum % Passing	Wtd Cum %	Cum % Passing	Wtd Cum %	Cum.% Passing	Wtd Cum %	Cum % Passing	Wtd Cum %	Cum % Passing	Wtd Cum %	Cum % Passing	Lower	Upper	Within Specs
1-1/2"	100.0	20.0	100.0	12.0	100.0	10.0	100.0	15.0	100.0	12.0	100.0	1.0			100.0	30.0					100.0	100.0	100.0	Yes
1"	100.0	20.0	100.0	12.0	100.0	10.0	100.0	15.0	100.0	12.0	100.0	1.0			100.0	30.0					100.0	98.0	100.0	Yes
3/4"	85.2	17.0	100.0	12.0	100.0	10.0	100.0	15.0	100.0	12.0	100.0	1.0			98.0	29.4					96.4	84.0	98.0	Yes
3/8"	23.6	4.7	33.9	4.1	99.6	10.0	99.9	15.0	97.8	11.7	100.0	1.0			90.5	27.2					73.6	60.0	80.0	Yes
No. 4	5.6	1.1	4.7	0.6	64.1	6.4	99.1	14.9	77.2	9.3	100.0	1.0			59.8	17.9					51.2	40.0	60.0	Yes
No. 8	3.8	0.8	2.6	0.3	28.5	2.9	87.2	13.1	66.6	8.0	100.0	1.0			41.4	12.4					38.4	29.0	43.0	Yes
No. 30	2.1	0.4	1.5	0.2	8.0	0.8	34.3	5.1	62.1	7.5	100.0	1.0			26.3	7.9					22.9	13.0	28.0	Yes
No. 50	1.4	0.3	1.2	0.1	4.7	0.5	22.6	3.4	50.4	6.0	100.0	1.0			20.3	6.1					17.4	6.0	20.0	Yes
No. 200	0.4	0.1	0.6	0.1	2.0	0.2	11.8	1.8	5.1	0.6	100.0	1.0			4.4	1.3					5.1	2.0	7.0	Yes

(Bold Italic) Not within specifications ***(Bold Italic)*** Not within specifications- Restricted Zone ***(Italic)*** Not cumulative

Lift Thickness, in:		Binder Substitution?		Binder Originally Specified:	PG 64-22
Asphalt Source:	Valero	Binder Percent, (%):	4.4	Asphalt Spec. Grav.:	1.021
Antistripping Agent:		Percent, (%):			

Remarks:

Richard Leyendecker, Jr. LEVEL 2
Anderson Columbia Co., Inc.

Combined Gradation

Notes:

9/28/2016

TEXAS DEPARTMENT OF TRANSPORTATION

HMACP MIXTURE DESIGN : SUMMARY SHEET

SAMPLE ID:	16M084	SAMPLE DATE:	09/07/2016
LOT NUMBER:	6	LETTING DATE:	09/12/2016
SAMPLE STATUS:		CONTROLLING CSJ:	
COUNTY:	Webb	SPEC YEAR:	2014
SAMPLED BY:	RL, Jr.	SPEC ITEM:	340
SAMPLE LOCATION:	Plant 14	SPECIAL PROVISION:	SS3267 Type "B" Fine Base
MATERIAL CODE:	Type "B" Fine Base	MIX TYPE:	340-DG-B
MATERIAL NAME:	Type "B" PG 64-22		
PRODUCER:	Anderson Columbia Co., Inc.		
AREA ENGINEER:		PROJECT MANAGER:	

COURSE\LIFT:	Surface	STATION:		DIST. FROM CL:		CONTRACTOR DESIGN # :	

Target Density, %:	96.5
Number of Gyrations:	

Note: This mix design requires an asphalt content of at least to meet the Maximum Ratio of Recycled to Total Binder requirement.

TEST SPECIMENS								Mixture Evaluation @ Optimum Asphalt Content			
									Hamburg Wheel Tracking Test		
Asphalt Content (%)	Binder Ratio (%)	Specific Gravity Of Specimen (Ga)	Maximum Specific Gravity (Gr)	Effective Gravity (Ge)	Theo. Max. Specific Gravity (Gt)	Density from Gt (Percent)	VMA (Percent)	Indirect Tensile Strength (psi)	Number of cycles	Rut depth (mm)	Overlay Tester
4.0	0.0	2.387	2.498	2.658	2.502	95.4	13.9				
4.5	0.0	2.402	2.483	2.663	2.483	96.7	13.8				
5.0	0.0	2.417	2.468	2.667	2.464	98.1	13.8				

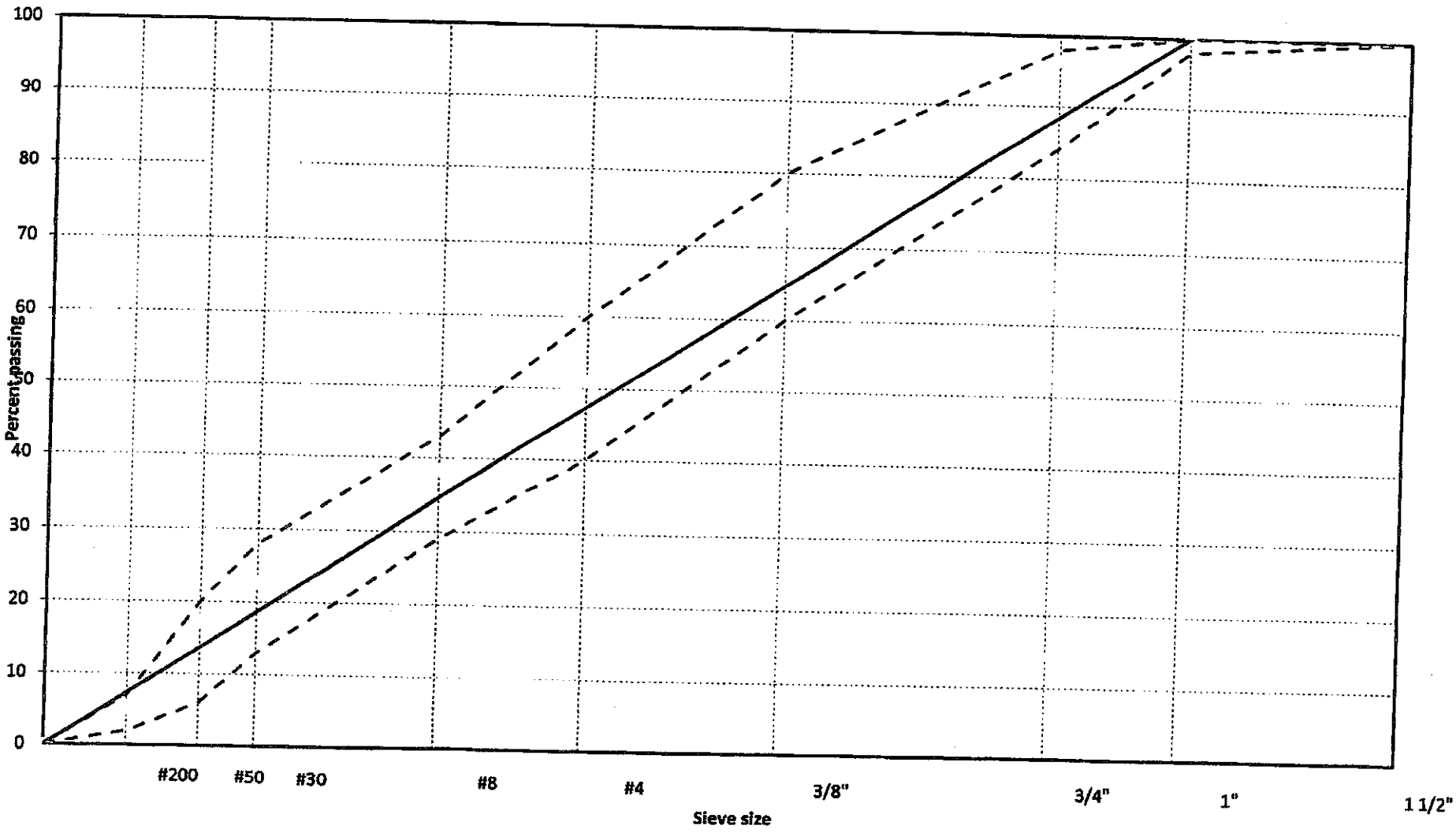
Effective Specific Gravity:	2.663
Optimum Asphalt Content :	4.4
Binder Ratio @ OAC:	0.0
VMA @ Optimum AC:	13.9

Interpolated Values	
Specific Gravity (Ga):	*2.399*
Max. Specific Gravity (Gr):	*2.486*
Theo. Max. Specific Gravity (Gt):	*2.486*

Estimated Percent of Stripping, %:	

Mixing Temp,°F:	
Molding Temp,°F:	

Remarks:


100
90
80
70
60
50
40
30
20
10
0
Percent passing
#200
#50
#30
#8
#4
3/8"
3/4"
1"
1 1/2"
Sieve size

RECEIVED

CITY SECRETARY'S OFFICE

CITY OF LAREDO, CITY SECRETARY
CITY HALL, 1ST FLOOR
1110 HOUSTON STREET
LAREDO, TEXAS 78040

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

PUBLIC WORKS MATERIALS
PUBLIC WORKS DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of public works materials for the Public Works Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 20, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on July 21, 2017.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Public Works Materials – Public Works Department
FY17-049

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Heberto "Beto" L. Ramirez** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Heberto "Beto" L. Ramirez** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the supply of public works materials for the Public Works Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on July 20, 2017** and all bids received will be **opened** and read publicly on **July 21, 2017 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Public Works Materials – Public Works Department
FY17-049

Bids are to be mailed:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 21st DAY OF JUNE 2017.

Tiffany L. Franklin for:
Heberto "Beto" L. Ramirez
Acting City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Invoices must include the scale ticket of all loads from a Certified Scale in order to get processed for payment. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not required for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Formal Invitation for Bids
Public Works Materials

14.0 Scope of Work

The City of Laredo is requesting bids for awarding an annual contract for the supply of public works materials for various departments. The needs of the City shall govern the amount of materials requested by the City during contract period. The City is requesting bids for the following material:

Black Base
Asphalt Type D

14.1 All questions for this bid shall be submitted in writing or by email no later than, July 6, 2017 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.0 General Conditions

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

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

16.0 General Requirements

16.1 The general specifications for each material are listed in detail by category. Potential bidders must thoroughly review the City requirements. Bidders are hereby advised that some materials must be tested by an independent laboratory to ascertain compliance with the City's bid specifications. This testing must be done at the expense of the bidder and the independent testing laboratory must be approved by the City. **Test designs shall be no older than one year.**

Bids without a Certified Laboratory Test Report will not be considered.

16.2 Some materials require that the vendor indicate the source of material. Bidders are reminded to include that information in the bid schedule.

17.0 Cause for Termination of Contract

This materials contract may be terminated for any of the following reasons:

17.1 The material supplied continuously fails four (4) times to meet the specifications as included herein and as determined by the City Engineer or the testing laboratory procured, or

17.1.1 Deliveries are not made to the designated job site, plant site, Department of Public Works Compound and Department of Utilities Compound, F.O.B., or

17.1.2 Deliveries do not meet pre-set Department of Public Works or the Department of Utilities time schedules:

17.1.3 A 24-hour advance notice will be allowed:

17.1.3.1 Special cases, as equipment breakdown will be allowed more than five breakdowns in a year will be cause for termination.

17.1.3.2 The supplier will make every effort to deliver material to City in the event that less than a 24-hour notice is given.

18.0 Asphalt Stabilized Base Type B

18.1 Description

The City of Laredo is accepting bids to supply Asphalt Stabilized Base (Black base) for City Public Works Projects. It is estimated that the City will require approximately 12,000 tons of black base during this contract period. This item shall consist of base courses, to be composed of a compacted mixture of mineral aggregates and asphaltic materials mixed hot in a mixing plant in conformance with the Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition, Item 340.

18.2 MATERIALS

Asphaltic Materials:
Mixture - Asphalt for the mixture shall meet the requirements for AC-10, AC-20, or AC-40 asphalt. The grade of asphalt to be used will be approved by the Engineer after design tests have been made using the mineral aggregate approved for use in the construction of this item.

Mineral Aggregate:
Description: The material shall be crushed or un-crushed and screened as necessary to meet the requirements hereinafter specified and shall consist of durable coarse aggregate particles mixed with approved binding materials.

Asphalt Stabilized Mixture:
Paving Mixture: The mixture shall consist of a uniform mixture of mineral aggregate and asphaltic material. The mineral aggregate will conform to the gradation requirements as shown on the plans.

The exact percent asphaltic material in the mixture shall be 3.0 to 7.0 percent of the mixture by weight unless otherwise shown on the plans, or as approved by the engineer.

Tolerances:
Sample of the mixture placed in the field shall not vary from the approved mix design as follows: The sieve analysis from the job site sample shall not vary from the design by more than 5% on any individual or combination of sieves and still within master gradation limits and shall not vary from the asphalt content by more than 0.5 percent dry weight. Defective material will be replaced by the supplier at his expense or by the project contractor at a calculated or contracted cost and charged against the supplier.

19.0 Asphalt Type "D" Specifications

These specifications shall govern for the materials which shall be used for a base course, a leveling up course, a surface course or any combination thereof, and which shall be composed of a mixture of (1) Mineral Aggregate and Asphaltic material as necessary to meet the requirements for hot-mix asphaltic concrete pavement, and (2) limestone rock asphalt and fluxing materials as necessary to meet the requirements of cold-mix limestone rock asphalt.

Materials used in Hot-Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340 of the Texas Department of Transportation, "Standard Specifications of Construction of Highways, Streets and Bridges 2014" or latest edition for the types of asphalt specified.

Asphalt for the paving mixture shall be the type as determined by the City Engineer and shall meet the requirement of Item 300 "Asphalt, Oils, and Emulsions", Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition. The supplier shall notify the engineer of the source of asphalt and submit a certificate of compliance of materials prior to design or production. These specifications shall also govern for all equipment for handling and mixing materials, which equipment shall conform to Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition, Item 340.

Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Director.

Type "D" (Fine-Graded Surface Course)

Bin No. 1 - Shall contain aggregates of which 85 to 100 percent will pass the No. 10 sieve.

Bin No. 2 - Shall contain aggregates of which at least 70 percent will be such size as to pass the No. 4 Sieve and be retained on the No.10 sieve.

Bin No. 3 - Shall contain aggregates of which at least 75 percent will be of such size as to pass the ½ inch sieve and be retained on the No. 4 sieve.

20.0 Asphalt Type "D" with 1% lime

These specifications shall govern for the materials which shall be used for a base course, a leveling up course, a surface course or any combination thereof, and which shall be composed of a mixture of (1) Mineral Aggregate and Asphaltic material as necessary to meet the requirements for hot-mix asphaltic concrete pavement, and (2) limestone rock asphalt and fluxing materials as necessary to meet the requirements of cold-mix limestone rock asphalt.

Materials used in Hot-Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340 of the Texas Department of Transportation, "Standard Specifications of Construction of Highways, Streets and Bridges 2014" or latest edition for the types of asphalt specified.

Asphalt for the paving mixture shall be the type as determined by the City Engineer and shall meet the requirement of Item 300 "Asphalt, Oils, and Emulsions", Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition. The supplier shall notify the engineer of the source of asphalt and submit a certificate of compliance of materials prior to design or production. These specifications shall also govern for all equipment for handling and mixing materials, which equipment shall conform to Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition, Item 340.

Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Director.

Mineral Filler. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, cement, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Do not use more than 1% hydrated lime, unless otherwise shown on the plans.

Additives. When shown on the plans, use the type and rate of additive specified. Other additives that facilitate mixing or improve the quality of the mixture may be allowed when approved. If lime or a liquid anti-stripping agent is used, add in accordance with Item 301, "Asphalt Anti-stripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime back into the drum.
Addition of 1.0 percent Type "A" hydrated lime based on the dry weight of the aggregate is required. Lime addition shall be in accordance with Item 301. All moisture damage testing requirements contained in Item 301 shall remain in effect. Lime shall be added in dry form and in a suitable pug mill mixer. The material filler shall be proportioned into the mix by a vane meter or an equivalent measuring device acceptable to the City of Laredo. A hopper or other acceptable storage system shall be required to maintain a constant supply of mineral filler to the measuring device.

The measuring device for adding mineral filler shall be tied into the automatic plant controls so that the supply of mineral filler will be automatically adjusted to plant production and provide a consistent percentage to the mixture.

Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Manager.

21.1 Testing and Inspection

The City of Laredo shall require that a certified lab test report be submitted with the bid document for each of the asphalt materials being requested: asphalt and asphalt with 1% lime.

Sampling and testing procedures shall conform to the requirements of the appropriate designation of the American Association of State Highway Officials or the American Society for Testing Materials. The source of material shall be approved by the City Engineer prior to use.

Testing for the Atterberg Limits, Gradations, etc. shall be performed by an independent testing laboratory approved by the City, and a copy of the Laboratory Test Report is to be submitted as part of the bid for that particular material to ascertain compliance to the specifications. Test reports shall be no older than one year.

Bids without a Certified Laboratory Test Report will not be considered. A certified test report is needed for both the Type "D" Hot mix with and without the 1% lime.

22.0 Asphalt Type "D" with 1% lime and Reclaimed Asphalt Pavement (RAP)

Reclaimed asphalt pavement materials are generated when asphalt pavements are removed during resurfacing. The RAP materials shall be provided by the City of Laredo.
These specifications shall govern for the materials which shall be used for a base course, a leveling up course, a surface course or any combination thereof, and which shall be composed of a mixture of (1) Mineral Aggregate and Asphaltic material as necessary to meet the requirements for hot-mix asphaltic concrete pavement, and (2) limestone rock asphalt and fluxing materials as necessary to meet the requirements of cold-mix limestone rock asphalt.

Materials used in Hot-Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340 of the Texas Department of Transportation, "Standard Specifications of Construction of Highways, Streets and Bridges 2014" or latest edition for the types of asphalt specified.

Asphalt for the paving mixture shall be the type as determined by the City Engineer and shall meet the requirement of Item 300 "Asphalt, Oils, and Emulsions", Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition. The supplier shall notify the engineer of the source of asphalt and submit a certificate of compliance of materials prior to design or production. These specifications shall also govern for all equipment for handling and mixing materials, which equipment shall conform to Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition, Item 340.

Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Director.

Mineral Filler. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, cement, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Do not use more than 1% hydrated lime, unless otherwise shown on the plans.

Additives. When shown on the plans, use the type and rate of additive specified. Other additives that facilitate mixing or improve the quality of the mixture may be allowed when approved. If lime or a liquid anti-stripping agent is used, add in accordance with Item 301, "Asphalt Anti-stripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime back into the drum.

Addition of 1.0 percent Type "A" hydrated lime based on the dry weight of the aggregate is required. Lime addition shall be in accordance with Item 301. All moisture damage testing requirements contained in Item 301 shall remain in effect. Lime shall be added in dry form and in a suitable pug mill mixer. The material filler shall be proportioned into the mix by a vane meter or an equivalent measuring device acceptable to the City of Laredo. A hopper or other acceptable storage system shall be required to maintain a constant supply of mineral filler to the measuring device.

The measuring device for adding mineral filler shall be tied into the automatic plant controls so that the supply of mineral filler will be automatically adjusted to plant production and provide a consistent percentage to the mixture.

Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Manager.

23.1 Testing and Inspection

The City of Laredo shall require that a certified lab test report be submitted with the bid document for each of the asphalt materials being requested: asphalt and asphalt with 1% lime.

Sampling and testing procedures shall conform to the requirements of the appropriate designation of the American Association of State Highway Officials or the American Society for Testing Materials. The source of material shall be approved by the City Engineer prior to use.

Testing for the Atterberg Limits, Gradations, etc. shall be performed by an independent testing laboratory approved by the City, and a copy of the Laboratory Test Report is to be submitted as part of the bid for that particular material to ascertain compliance to the specifications. Test reports shall be no older than one year.

The City will accept a test report with RAP and with the 1% lime thirty days after a bid award for a design mix with City provided RAP.

24.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

24.1 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

24.2 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Public Works and Utilities Departments.

25.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

25.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

26.0 Price Adjustment****

During the period of this contract, prices may be increased and decreased. However, price changes will be governed by an index made up of the composite posted prices in the **Laredo** area of those companies published in the **daily** publication of Oil Price Information Service (OPIS). The base price shall be the ***OPIS average rack price*** for the Laredo area. The base price bid of the vendor will remain fixed during the contract period. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

27.0 Delivery

Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be contracted supplier.

Delivery time for all items ordered under the terms and conditions of this contract are _____ working days from date of order.

Bidder's business hours: From: _____a.m. to _____p.m.

Days of week: _____

28.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties
Tab G - Form 1295

29.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No. If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

30.0 Tab B Price Schedule

30.1 Asphalt Stabilized Base Type B (Job Site Delivery)

Section	Description	Est. Qty.	Unit Price/Ton	Extended Total
I	Black Base, price per ton, F.O.B. delivered to Public Works and Utilities Department job site	2,000 tons	$	$

List number of tons per cubic yard: _____

30.2 Asphalt Type "D" Hot Mix (Job Site Delivery)

Section	Description	Est. Qty.	Unit Price/Ton	Extended Total
II	Type "D" Hot-mix, hot laid, F.O.B. Delivered to Public Works and Utilities Department job sites	40,000 tons	$	$
III	Type "D" Hot-mix, 1% Lime, hot laid, F.O.B. Delivered to Public Works and Utilities Department job sites	40,000 tons	$	$
IV	Type "D" Hot-mix, with RAP provided by the City of Laredo and 1% Lime, F.O.B. Delivered to Public Works and Utilities Department job sites	20,000 tons	$	$

List number of tons per cubic yard: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

30.3 Asphalt Type "D" Hot Mix (Picked up by City Trucks)

Section	Description	Est. Qty.	Unit Price/Ton	Extended Total
V	Type "D" Hot-mix, 1% Lime, hot laid, F.O.B. (local plant only) Plant, picked up by City Trucks	40,000 tons	$	$
VI	Type "D" Hot-mix, with RAP provided by the City of Laredo and 1% Lime, F.O.B. (local plant only) Plant, picked up by City Trucks	40,000 tons	$	$

List number of tons per cubic yard: _____

Special condition for F.O.B. plant pricing for Section V and VI:
For the purpose of low bid determination, a $0.555 cent per mile charge will be added to the unit price for each mile from the Public Works compound located at 5512 Thomas Ave., Laredo, TX 78041 to the vendor's plant.

Mileage from Public Works compound to the Vendors plant is _____ miles. In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible. Provide the route used to calculate this mileage.

_____

_____

_____

Mileage is subject to verification by the City of Laredo.

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

31.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

☐ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name _____ Signature _____ Date _____

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

_____ _____
Signature of person doing business with the governmental entity Date

32.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

_____
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this_____day of _____20_____.

_____
Notary Public

My commission expires:

_____

33.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a __ New Submission or __ Correction or __ Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First: _____ M.I. ____ Last: _____ Suffix: _____

***2. Contract Information:**

a) Contract or project name: _____

b) Originating department: _____

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract):**

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
☐ Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract.**

☐ Not applicable. No subcontractors will be retained for this contract.
☐ Subcontractors may be retained, but have not been selected at the time of this submission.
☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

☐ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☐ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ **List of contributors:**

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☐ I am not aware of any conflict(s) of interest issues under Section 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(s) of interest:

***Acknowledgements**

☐ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☐ **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☐ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☐ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: _____ **Title:** _____

Company Name or DBA: _____ **Date:** _____

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

34.0 Tab F

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

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

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 goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

35.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 20, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on July 21, 2017.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Public Works Materials – Public Works Department
FY17-049

Bids are to be mailed: City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Stephen Geiss, Director of Solid Waste

SUBJECT

Motion to amend the professional services contract with Arredondo, Zepeda, & Brunz, LLC, Dallas Texas in the estimated amount not to exceed $70,000.00. This amendment is for additional services and is in accordance with the rates specified based on terms of the original agreement. The original agreement was for $148,980.00. AZ&B, LLC, will assist the City in negotiations associated with the potential purchase of a landfill facility, on an as needed basis. Funding is available in the Solid Waste Fund for Fiscal Year 2018-2019.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

A contract was awarded to Arredondo, Zepeda and Brunz, LLC back on March 19, 2018 for consulting services to assist the City in its examination of landfill options, including the potential of expanding the current landfill, the potential siting of a new facility, and the review of offers from private landfill owners to purchase an existing site.

BACKGROUND

On March 20, 2017 City Council unanimously passed a motion to direct the City Staff to begin negotiations with Regional Land Management Services, LTD to develop a recommendation to Council regarding the City's solid waste disposal.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year: 2018-2019

Bugeted Y/N?:	Y
Source of Funds:	Solid Waste Fund
Account #:	556-2560-533-5526
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the Solid Waste Fund

Attachments

azb

AZB Original

PROFESSIONAL SERVICES AGREEMENT

1. PARTIES (individually a "Party" and collectively the "Parties")	
CLIENT	**Arredondo, Zepeda & Brunz, LLC (AZ&B)**
Name: City of Laredo Address : 1100 Houston Street City: Laredo State: Texas Zip: 78040	Name: Arredondo, Zepeda & Brunz, LLC Address : 11355 McCree Road City: Dallas State: Texas Zip: 75238
2. PARTY REPRESENTATIVES	
CLIENT REPRESENTATIVE	**AZ&B REPRESENTATIVE**
Mail Originals: City of Laredo Co-Interim City Managers – Robert Eads & Rosario Cabello 1110 Houston St. Laredo, Texas 78040 Ph: (956) 791-7302 Fax: (956) 791-7498	**Mail Originals:** Arredondo, Zepeda & Brunz, LLC 11355 McCree Road Dallas, Texas 75238 Attention: Alfonso P. Garza, PE Telephone: 214.341.9900
3. TYPES OF SERVICES TO BE PERFORMED	**4. SPECIAL TYPES OF SERVICES TO BE PERFORMED**
Check each appropriate box: ☒ Civil/Infrastructure ☐ Environmental ☐ Surveying ☐ Other : Planning_____ Services performed under this Agreement will be Lump Sum basis, to be billed monthly as percent complete.	Check each appropriate box: ☐ Field ☐ Other :
5. AGREEMENT	
The following documents form and are incorporated into this Agreement: • Exhibit A: Task 5A • Exhibit B: General Terms and Conditions for Professional Services • Exhibit C: Original Contract for Professional Services	
6. EXECUTION	
In witness hereof, and in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused this Agreement to be executed **on May 1, 2018.**.	
City of Laredo, Texas	**Arredondo, Zepeda & Brunz, LLC**
By:	By:
Name: Robert Eads and Rosario Cabello	Name: Alfonso P. Garza, PE
Title: Co-Interim City Managers	Title: President

ATTESTED:

_____
Jose A. Valdez, Jr.
City Secretary

APPROVED AS TO FORM:

_____
Kristina K. Laurel Hale
City Attorney

Exhibit A
Landfill Assessment Project
Additional Services Authorization
Task 5A

Arredondo, Zepeda & Brunz LLC has completed Tasks A1 – A3 of the original contract with the City of Laredo for a Landfill Assessment Project. The Contract provided for additional services for a Transfer Station Assessment (Task A4) and negotiation assistance (Task A5). *See Exhibit C.* Task Order 5A provides authorization to assist with negotiations with the private landfill owner.

We are requesting your authorization to provide these services in accordance with the rates specified in the original agreement for these additional services. These rates do not take into consideration any direct expenses such as travel, lodging, printing or other non-personnel expenses.

Additional Services Billing Rates per our original contract:

- Principal-in-Charge - $250 per hour
- Senior QA/QC Manager - $300 per hour
- Project Manager - $180 per hour
- Senior Engineer - $175 per hour
- EIT - $110 per hour
- Administrative - $100 per hour

At this time, we anticipate such contract negotiations and technical assistance should not exceed seventy thousand dollars ($70,000). We will be invoicing based on an hourly basis plus any additional expenses incurred. AZ&B will provide monthly status reports defining tasks undertaken.

Services and other provisions including insurance requirements will follow the original agreement for this project.

EXHIBIT B
GENERAL TERMS AND CONDITIONS
FOR PROFESSIONAL SERVICES

1. BASIC SERVICES

1.1 AZ&B shall provide services as described in Exhibit A – Task Order 5A.

1.2 AZ&B assumes no responsibility for errors and/or omissions that may exist in the Client Supplied data or related design plans. AZ&B will use the information provided by the Client such as title commitments, surveys, plans or easement instruments and/or those incidentally discovered during deed research and through research of easements dedicated by the current property Owner. Research of Public Records, if needed, for this Agreement are limited to the Webb County Public Records.

1.3 At any time after execution of this Agreement, Client may order changes in AZ&B Services consisting of additions, deletions, and revisions within the general scope of services being performed by AZ&B under this Agreement. Whenever a change in the scope and/or time for performance of services occurs, or if Client has notified AZ&B of a change, AZ&B will commence work at Client's request and charges will be billed accordingly.

2. CLIENT'S RESPONSIBILITIES

2.1 Document Review
Client will review all documents provided by AZ&B and will notify AZ&B in writing immediately of any changes, omissions, revisions, or disputes arising out of the professional services rendered.

2.2 Provide Existing Data
Client will provide AZ&B existing data, plans, reports, surveys and other information known to, in possession of, or under control of Client which are relevant to the execution of AZ&B duties on the project. The Client agrees to bear total responsibility for technical accuracy and content of Client furnished documents. Should the Client provide a Report of Title, said report will be complete and contain complete and legible copies of all deeds, plans, surveys, easements, agreements and other materials referenced that may burden or benefit the property.

2.3 Provide Access
During the term of this Agreement, Client shall grant to or cause to be made available to AZ&B reasonable and necessary nonexclusive access to the Site and other Sites, as necessary, for purpose of allowing AZ&B to perform the Services and fulfill its obligations under this Agreement. Should AZ&B be obstructed or delayed in the commencement, performance or completion of the Work, without fault on its part, by reason of not having full access to the Site, and then AZ&B will be entitled to an adjustment in compensation and/or an extension in the completion time requirements.

2.4 Examine Documents
Examine, as Client, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by AZ&B and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of AZ&B.

2.5 Approvals and Decisions
At no cost to AZ&B, provide the above data and services and shall render approvals and decisions as is necessary for the orderly progress of AZ&B services. AZ&B shall be entitled to rely upon the accuracy and completeness of all information and services provided by Client or at Client's direction.

3. TERMINATION OF AGREEMENT

3.1 Either Party may terminate this Agreement at anytime without cause and/or for convenience after giving seven (7) days' written notice to the other Party. In the event Client terminates AZ&B services without cause and/or for Client's convenience, Client shall be liable to promptly pay AZ&B for all work performed through the date of termination, all of AZ&B expenses directly attributable to the termination, including fair and reasonable sums for overhead and profit for work performed, and costs incurred by AZ&B in terminating any contracts entered into in connection with the performance of its Services. All finished or unfinished documents, data, studies, surveys, drawings, maps, reports, photographs, etc. prepared by AZ&B or its third-party contractors or sub-consultants will be delivered to Client, upon final payment to AZ&B of all then current fees, and shall then become property of the Client.

4. USE OF DOCUMENTS

4.1 All documents, including Drawings and Specifications prepared or furnished by AZ&B pursuant to this Agreement, are instruments of service with respect to each project and AZ&B shall retain an ownership and property interest therein whether or not the project is completed. All documents generated by AZ&B pursuant to this Agreement are not intended or represented to be suitable for reuse by Client or other on any other project, or other purposes other than that for which the same were created. Client agrees not to reuse said reports or materials on any other project, or for any other purpose other than that for which they were created, without the prior written consent of AZ&B. Any reuse without written verification or adaptation by AZ&B for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to AZ&B.

5. LIMITATION OF LIABILITY

5.1 To the total liability, in the aggregate, of AZ&B and its directors, officers, or employees, and any of them, to Client or anyone claiming by, under or through the Client for any and all injuries, claims, losses, expenses, and damages whatsoever arising out of or in any way related to AZ&B Services, shall be limited up to the total fees paid AZ&B under this Agreement. In no event, however, shall any liability to Client exceed the amount of applicable insurance that AZ&B maintains.

5.2 AZ&B agrees to correct, at its own expense, any services provided not consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the project is located. No other guarantee or warranty, express or implied, is intended by this Agreement.

6. PAYMENT TERMS

6.1 Invoicing

AZ&B shall invoice Client for Services in accordance with AZ&B standard invoicing practices. Invoices are due and payable on receipt and should be remitted by check as follows:

Arredondo, Zepeda & Brunz, LLC
11355 McCree Rd.
Dallas, TX 75238-3202

6.2 Interest Charges

If Client fails to make any payment due AZ&B for services and expenses within thirty (30) days after receipt of invoice, the amounts due AZ&B will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from accounts not paid within thirty (30) days.

6.3 Invoicing disputes

If Client reasonably objects to any portion of an invoice, Client shall provide written notification to AZ&B of Client's objection and the basis for such objection within fifteen (15) days of the date of receipt of the invoice, and the Parties immediately shall make every effort to settle the disputed portion of the invoice. Client shall not offset amounts due AZ&B for any credit or disputes arising under a different agreement or work authorization. Client shall waive any objections to AZ&B invoice if it fails to timely provide such written notice to AZ&B. If payment of invoices by Client is not maintained on a current basis, AZ&B may, after giving seven (7) days' written notice to Client, suspend further performance until such payment(s) is restored to a current basis. All suspensions shall extend the time for performance by a length of time equal to the duration of the suspension, and AZ&B shall be paid for Services performed and charges incurred prior to the suspension date, plus suspension charges. Suspension charges shall include, without limitation, printing of documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, additional insurance/bonding coverage, extended overhead and costs, and all other related costs and charges incurred and attributable to suspension.

6.4 Litigation Costs

In the event of litigation or other proceeding to enforce performance of this Agreement or any payment obligation under this Agreement, the prevailing Party shall be entitled to recover from the other Party attorneys' fees and costs as may be reasonably incurred by reason of the litigation.

6.5 Retainage

Retainage is not applicable for this agreement.

7. SITE CONDITIONS

7.1 Waiver of responsibility

AZ&B shall not be liable for: (i) damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury.

7.2 Client Data shall be accepted as factual
Client shall provide to AZ&B factual documents, including all plans, maps, drawings and other documents identifying the proposed improvements, ROW and location of any subterranean structures on the Site.

8. GENERAL CONSIDERATIONS

8.1 Dispute Resolution
If a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached the parties agree to use mediation before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party.

8.2 Standard of Care
AZ&B shall perform all services under this agreement in a manner which is consistent with generally accepted standards of professional surveying practice within DFW area.

8.3 Successors and Assigns
The parties hereby bind their respective partners, executors, administrators and legal representatives to the terms, conditions and covenants of this Agreement. 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. Nothing contained in the paragraph shall prevent AZ&B from employing such independent professional associates, subcontractors, and consultants as AZ&B may deem appropriate to assist in the performance of Services.

8.4 Controlling Law
State of Texas with jurisdiction in Webb County.

9. DISPUTE RESOLUTION

9.1 If a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached the parties agree to use mediation before resorting to a judicial forum, the cost of a third party mediator will be shared equally by the parties. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party.

10. SEVERABILITY

10.1 If any one or more provisions of this Agreement are deemed inoperative, invalid, illegal or unenforceable, the operation, validity and enforceability of the remaining provisions shall not be affected or impaired and this Agreement shall be considered as if the entirety of such inoperative, invalid, illegal, or unenforceable provision had never been contained in this agreement.

PROFESSIONAL SERVICES AGREEMENT

1. PARTIES (individually a "Party" and collectively the "Parties")

CLIENT	Arredondo, Zepeda & Brunz, LLC (AZ&B)
Name: City of Laredo Address : 1100 Houston Street City: Laredo State: Texas Zip: 78040	Name: Arredondo, Zepeda & Brunz, LLC Address : 11355 McCree Road City: Dallas State: Texas Zip: 75238

2. PARTY REPRESENTATIVES

CLIENT REPRESENTATIVE	AZ&B REPRESENTATIVE
Mail Originals: City of Laredo City Manager - Horacio De Leon 1110 Houston St. Laredo, Texas 78040 Ph: (956) 791-7302 Fax: (956) 791-7498	**Mail Originals:** Arredondo, Zepeda & Brunz, LLC 11355 McCree Road Dallas, Texas 75238 Attention: Alfonso P. Garza, PE Telephone: 214.341.9900

3. TYPES OF SERVICES TO BE PERFORMED

Check each appropriate box:

☒ Civil/Infrastructure ☐ Environmental ☐ Surveying

☐ Other : Planning_____

Services performed under this Agreement will be Lump Sum basis, to be billed monthly as percent complete.

4. SPECIAL TYPES OF SERVICES TO BE PERFORMED

Check each appropriate box:

☐ Field ☐ Other :

5. AGREEMENT

The following documents form and are incorporated into this Agreement:

- Exhibit A: Scope of Work and Preliminary Estimate of Hours and Fees
- Exhibit B: General Terms and Conditions for Professional Services

6. EXECUTION

In witness hereof, and in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused this Agreement to be executed **on May 1, 2018**.

City of Laredo, Texas	Arredondo, Zepeda & Brunz, LLC
By:	By:
Name: Horacio De Leon	Name: Alfonso P. Garza, PE
Title: City Manager	Title: President

ATTEST :

Jose A. Valdez, Jr.
City Secretary

Approved as to form:

Asst. City Attorney
Alyssa J. Castillon

5/9/2018

Exhibit A – Background, Scope of Services, Project Assumptions & Cost Proposal

Background

The City owns and operates the City of Laredo Landfill (permit #1693B). The City's landfill permit was recently amended to increase capacity by combining the north and south hills. This expansion was possible due to the abandoning of the gas pipeline that intersected the site. There are still two hills that are separated by a major electric transmission line.

The amendment provides the City with an estimated 14-16 years of remaining capacity at current rates of disposal. It takes approximately 10 to 15 years to site, permit and construct a new landfill.

The Ponderosa Landfill is the only other permitted Type I landfill in Webb County. The Ponderosa Landfill is located on SH 359, approximately 9 miles to the east. The Pescadito Environmental Resource Center (PERC) is a proposed Type I landfill, located 18 miles northeast of the City's landfill. The permit amendment has been approved by the TCEQ.

The City has three options for securing additional capacity:

1. Increase the capacity of the current landfill by relocating the electric transmission lines and amend the permit.
2. Site, permit and construct a new landfill.
3. Secure additional capacity through either a partnership with one of the private landfills, or purchasing the site.

Scope of Services

Each of these options have benefits and risks. The purpose of this scope of services is to provide the City with information that will assist in making a decision as to which option provides the greatest long-term benefits to the City. Tasks A1-A3 are designed to provide the City with the information necessary to make decisions regarding its' approach to future disposal options. Task B - Procurement and Negotiation Assistance, and Task C - Site Specific Assessments are additional services that can be undertaken should they be deemed necessary by the City.

A. Evaluate Options for the City

A1) Evaluate the Potential of Expanding the Current Landfill

i. Determine the available capacity if the electric transmission lines were re-located.

ii. Evaluate the current permit configuration and use existing permit files to construct a computer model that calculates available capacity by expanding the site. Identify areas that will have to be lined, either on top of pre-subtitle D areas or undeveloped areas of the landfill. Develop a preliminary plan for collecting leachate. Prepare a projected cost model for development of the facility in its current permitted configuration for the base case scenario.

iii. Coordinate with AEP, the owner of the power line to determine if there are currently plans to relocate the transmission line, the costs, schedule and regulatory issues associated with relocating the electric transmission line.
iv. Identify regulatory issues associated with expanding the landfill.
v. Identify the cost of expanding the landfill. Perform a cost-benefit analysis associated with an expansion of the City's landfill.
vi. Calculate the cost of expanding the landfill. Major costs are anticipated to be permitting, electric line re-routing and liner construction costs.
vii. Identify key stakeholders.

A2) Evaluate New Site Development Option

i. Identify the specific requirements for a new site to be developed for the City of Laredo, including: size of site; infrastructure requirements; and key site selection criteria.
ii. Identify anticipated time frame for securing a new site, including a description of various site selection methods involving public input.
iii. Identify key regulatory issues associated with permitting a new landfill.
iv. Prepare budgetary cost estimates for site selection, permitting and construction of a new landfill.

A3) Evaluate Options for Private Sector Partnership or Buy-out

Evaluate the potential options for securing disposal capacity from one of the privately owned landfills. Specific issues that will be examined include:

i. The current permit status of the Ponderosa Landfill.
ii. Evaluate any regulatory issues associated with the purchase of a privately owned landfill. Identify time required and costs.
iii. Determine if additional permitting is required for the City to take ownership. Identify timing and costs.
iv. Determine if additional infrastructure is required (access roads, administrative buildings, equipment storage, others). Coordinate with the City to determine if it is the City's intent to move all solid waste operations from the current landfill including collection fleet, etc. to the new facility. Identify timing and costs.
v. Identify any potential access constraints.
vi. Identify any potential environmental issues (a Phase 1 study is proposed for the purpose of this report – additional environmental testing may be required prior to final procurement). The Phase 1 includes a historical records review, walk through of the site, and other tasks associated with an ASTM approved Phase 1 review. This does not include any soil or groundwater sampling or testing. If it is determined that a Phase 2 is required, this is considered additional services.
vii. Identify potential issues associated with temporarily stopping operations at the current City landfill and using an alternative site. If the City were to procure a private site, AZ&B will identify any other outstanding permitting issues that require attention.
viii. Identify key transition issues. Specifically these include:

- Project Budgeting
- Necessary permits and create any required public notices
- Construction of required infrastructure
- Notify customers of change
- Identify current private sector contract provisions which could affect sale (prior to final procurement, legal expertise will be required to evaluate these contracts).
- Identify closure and post-closure care requirements and current method of compliance at the private landfill
- Impact on current contracts that the City has for disposal of waste

ix. Perform a life-cycle cost analysis of the private sector landfill, including additional infrastructure costs. Prepare an asset valuation of the facility, taking into account the value of the permit, land, and current on-site equipment.

B. Procurement and Contract Negotiations Assistance (ADDITIONAL SERVICES)

i. Preparation of procurement documents
ii. Evaluate specific proposals other than the current proposal submitted to the City
iii. Provide technical information as needed during contract negotiations
iv. Secure any permits as may be necessary to complete the process

C. Site Specific Assessments (ADDITIONAL SERVICES)

i. Arrange for site specific evaluations of potential hazardous materials on sites
ii. Arrange for site specific wetlands or endangered species or other cultural assessments
iii. Other on-site evaluations as may be necessary related to the private landfill
iv. Provide site specific guidance pertaining to a potential new City-owned landfill

Deliverables:

A Planning Report on Expansion Options, Costs and Regulatory Issues and a draft report will be presented to the City. The city will be provided with ten copies of a final report.

A. The Current Site Expansion Section of the Report will include:

i. A description of the current landfill and permit status, projected costs and capacity utilization
ii. A projected capital budget for the remaining life of the site
iii. Three sheets and calculations: 1) site layout plan, 2) cross-sections showing preliminary grades, 3) liner and leachate collection system preliminary plan
iv. Calculations on projected capacity, liner and leachate collection system quantities
v. With input provided by AEP, determine the costs, schedule and regulatory issues associated with re-locating the transmission lines

vi. A technical memorandum on the issues related to relocating the electric transmission line
vii. The anticipated regulatory issues associated with the permit expansion
viii. In addition to TCEQ, assess if any other permits would be required including permits from Texas PUC

B: The New Site Section of the Report will include:
i. A conceptual plan including size, access, scales, offices, etc.
ii. The proposed size of the new facility
iii. A description of the general process for selecting and permitting a new landfill site
iv. Cost estimates for site selection, land procurement, permitting and construction
v. Time schedule for completing the project
vi. Risk matrix for new site option

C: The Private Sector Option Section of the Report will include:
i. Description of the private site to be evaluated and required infrastructure improvements.
ii. Selection process description
iii. Regulatory issues affecting the purchase
iv. Transition issues including specific site assessment, procurement and contracting, permitting, construction, public notices, transfer station development if necessary, and others
v. Fiscal issues including purchase costs, transition costs, potential cost impacts to collection program
vi. Transfer station construction and operation costs
vii. A life cycle cost analysis will be presented in this section.
viii. Risks and Benefits
ix. Stakeholders

D: Transfer Station Option Section of the report will include:
i. Basic design parameters for a Laredo Transfer Station.
ii. Regulatory issues
iii. Fiscal issues
iv. Schedule issues
v. Risks and benefits

Meetings:

1. A scheduled kick-off meeting with City Staff to discuss the project, and any recent changes that may affect either the analysis or final report
2. A staff stakeholder meeting, to include Solid Waste Management, Engineering, Procurement, Legal, Finance and the City Manager's office, to discuss project progress at 33% complete
3. A meeting, and possible follow-up meeting, with AEP regarding expansion of the existing landfill site
4. A staff stakeholder meeting to discuss project progress at 66% complete
5. A meeting with TCEQ to discuss regulatory issues
6. Two meetings, and probable site visit, with owner(s) of the private sector facility

7. A final presentation of the completed study to the staff stakeholders

Assumptions:

1. Only one private sector landfill will be evaluated based on the response to the City's request for proposals undertaken in 2016.
2. The City will provide records related to the landfill's capital and operating budget for the past three years, as well as any proposed budgets for the landfill.
3. No permitting is anticipated to be undertaken as part of this effort.
4. The facility location can either be an unidentified parcel of land located north of downtown or at the current landfill location.
5. Ten copies of each report will be prepared for the City. It will be the City's decision regarding whether these are publicly available or not.

Schedule:

The anticipated schedule for this project is as follows:

A1) Evaluate the Potential of Expanding the Current Landfill – Three month following notice to proceed. A draft will be provided to the City three weeks prior to the final report for comments. This will allow one week for addressing City comments.

A2) Evaluate New Site Development Option – Three months following notice to proceed. A draft will be provided to the City three weeks prior to the final report for comments. This will allow one week for addressing City comments.

A3) Evaluate Options for Private Sector Partnership or Buy-out – Five months following the notice to proceed. A draft will be provided to the City three weeks prior to the final report for comments. This will allow two weeks for addressing City comments.

Cost proposal:

The proposed sole source fee for this project is One hundred, forty-eight thousand, nine hundred, eighty dollars ($148,980). This includes Tasks A1 through A3. Additional services will be invoiced on a billing rate basis per the rates shown below. AZ&B will not incur any additional fees without authorization from the City.

Task	Hours	Fee
A1) Evaluate the Potential of Expanding the Current Landfill	190	$ 29,680
A2) Evaluate New Site Development Option	122	$ 19,320
A3) Evaluate Options for Private Sector Partnership or Buy-out	568	$ 99,980
Total	**880**	**$ 148,980**

Invoicing

AZ&B will invoice the client on a lump sum basis based on the percent complete for Tasks A1, A2 and A3. Invoices shall be submitted on a monthly basis with a status report demonstrating the percent complete for each task.

Additional Services Billing Rates

Principal-in-Charge -	$250 per hour
Senior QA/QC Manager -	$300 per hour
Project Manager -	$180 per hour
Senior Engineer -	$175 per hour
EIT -	$110 per hour
Administrative -	$100 per hour

Additional Services:

A4) Transfer Station Preliminary Planning

With options including the relocation of the landfill to one of the private facilities, or a remote new landfill location, there is the potential that a transfer station may be required. The purpose of this task is to provide the City with preliminary planning for a transfer station to be incorporated into the final analysis of the options explored.

The specific tasks include:

i. Brief description of a conceptual transfer station facility, including throughput sizing, land requirements and site selection criteria, basic technical options (non-compacted versus compacted), and any ancillary solid waste activities to be undertaken, including drop-off operations.
ii. Identify permitting requirements, implementation schedule and construction costs.
iii. Prepare costs estimates for operation of the transfer station, including preliminary haul costs to one of the selected private landfills.

Task	Hours	Fee
A4) Evaluate the Potential of Expanding the Current Landfill (Additional Service)	150	$22,600

Negotiations

AZ&B staff can assist the City with negotiations with the private landfill owner on an as-needed basis. AZ&B will coordinate with the City regarding the level of services provided under this task.

EXHIBIT B
GENERAL TERMS AND CONDITIONS
FOR PROFESSIONAL SERVICES

1. BASIC SERVICES

1.1 AZ&B shall provide services as described in Exhibit A – Scope of Work.

1.2 AZ&B assumes no responsibility for errors and/or omissions that may exist in the Client Supplied data or related design plans. AZ&B will use the information provided by the Client such as title commitments, surveys, plans or easement instruments and/or those incidentally discovered during deed research and through research of easements dedicated by the current property Owner. Research of Public Records, if needed, for this Agreement are limited to the Webb County Public Records.

1.3 At any time after execution of this Agreement, Client may order changes in AZ&B Services consisting of additions, deletions, and revisions within the general scope of services being performed by AZ&B under this Agreement. Whenever a change in the scope and/or time for performance of services occurs, or if Client has notified AZ&B of a change, AZ&B will commence work at Clients request and charges will be billed accordingly.

2. CLIENT'S RESPONSIBILITIES

2.1 Document Review
Client will review all documents provided by AZ&B and will notify AZ&B in writing immediately of any changes, omissions, revisions, or disputes arising out of the professional services rendered.

2.2 Provide Existing Data
Client will provide AZ&B existing data, plans, reports, surveys and other information known to, in possession of, or under control of Client which are relevant to the execution of AZ&B duties on the project. The Client agrees to bear total responsibility for technical accuracy and content of Client furnished documents. Should the Client provide a Report of Title, said report will be complete and contain complete and legible copies of all deeds, plans, surveys, easements, agreements and other materials referenced that may burden or benefit the property.

2.3 Provide Access
During the term of this Agreement, Client shall grant to or cause to be made available to AZ&B reasonable and necessary nonexclusive access to the Site and other Sites, as necessary, for purpose of allowing AZ&B to perform the Services and fulfill its obligations under this Agreement. Should AZ&B be obstructed or delayed in the commencement, performance or completion of the Work due to the fault of the client and, without fault on its part, by reason of not having full access to the Site, and then AZ&B will be entitled to an adjustment in compensation and/or an extension in the completion time requirements.

2.4 Examine Documents
Examine, as Client, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by AZ&B and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of AZ&B.

2.5 Approvals and Decisions
At no cost to AZ&B, provide the above data and services and shall render approvals and decisions as is necessary for the orderly progress of AZ&B services. AZ&B shall be entitled to rely upon the accuracy and completeness of all information and services provided by Client or at Client's direction.

3. TERMINATION OF AGREEMENT

3.1 Either Party may terminate this Agreement at any time without cause and/or for convenience after giving seven (7) days' written notice to the other Party. In the event Client terminates AZ&B services without cause and/or for Client's convenience, Client shall be liable to promptly pay AZ&B for all work performed through the date of termination, all of AZ&B expenses directly attributable to the termination, including fair and reasonable sums for overhead and profit for work performed, and costs incurred by AZ&B in terminating any contracts entered into in connection with the performance of its Services. All finished or unfinished documents, data, studies, surveys, drawings, maps reports photographs, etc. prepared by AZ&B or its third-party contractors or sub-consultants will be delivered to Client, upon final payment to AZ&B of all then current fees, and shall then become property of the Client.

4. USE OF DOCUMENTS

4.1 All documents, including Drawings and Specifications prepared or furnished by AZ&B pursuant to this Agreement, are instruments of service with respect to each project and AZ&B shall retain an ownership and property interest therein whether or not the project is completed. All documents generated by AZ&B pursuant to this Agreement are not intended or represented to be suitable for reuse by Client or other on any other project, or other purposes other than that for which the same were created. Client agrees not to reuse said reports or materials on any other project, or for any other purpose other than that for which they were created, without the prior written consent of AZ&B. Any reuse without written verification or adaptation by AZ&B for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to AZ&B, and Client shall defend, indemnify and hold harmless AZB from any all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle AZ&B to further compensation at rates to be agreed upon by Client and AZ&B.

5. INDEMNIFICATION

5.1 The Parties shall at all times remain entirely responsible for the results and consequences of their own negligence and agree to indemnify the other Party from and against claims, losses, damages, costs and expenses, including reasonable attorneys' fees, which may arise or result from such Party's negligence.

6. LIMITATION OF LIABILITY

6.1 AZ&B agrees to correct, at its own expense, any services provided not consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the project is located. No other guarantee or warranty, express or implied, is intended by this Agreement.

6.2 The Client and AZ&B waive incidental, indirect, or consequential damages, loss revenues or profits from claims, disputes or other matters in question arising out of or relating to this Agreement, whether such claims arise from negligence, breach of contract, or strict liability.

7. PAYMENT TERMS

7.1 Invoicing

AZ&B shall invoice Client for Services in accordance with AZ&B standard invoicing practices. Invoices are due and payable on receipt and should be remitted by check as follows:

Arredondo, Zepeda & Brunz, LLC
11355 McCree Rd.
Dallas, TX 75238-3202

7.2 Interest Charges

If Client fails to make any payment due AZ&B for services and expenses within thirty (30) days after receipt of invoice, the amounts due AZ&B will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from accounts not paid within thirty (30) days.

7.3 Invoicing disputes

If Client reasonably objects to any portion of an invoice, Client shall provide written notification to AZ&B of Client's objection and the basis for such objection within fifteen (15) days of the date of receipt of the invoice, and the Parties immediately shall make every effort to settle the disputed portion of the invoice. Client shall not offset amounts due AZ&B for any credit or disputes arising under a different agreement or work authorization. Client shall waive any objections to AZ&B invoice if it fails to timely provide such written notice to AZ&B. If payment of invoices by Client is not maintained on a current basis, AZ&B may, after giving seven (7) days' written notice to Client, suspend further performance until such payment(s) is restored to a current basis. All suspensions shall extend the time for performance by a length of time equal to the duration of the suspension, and AZ&B shall be paid for Services performed and charges incurred prior to the suspension date, plus suspension charges. Suspension charges shall include, without limitation, printing of documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, additional insurance/bonding coverage, extended overhead and costs, and all other related costs and charges incurred and attributable to suspension.

7.4 Litigation Costs

In the event of litigation or other proceeding to enforce performance of this Agreement or any payment obligation under this Agreement, the prevailing Party shall be entitled to recover from the other Party attorneys' fees and costs as may be reasonably incurred by reason of the litigation.

7.5 Retainage
Retainage is not applicable for this agreement.

8. SITE CONDITIONS

8.1 Waiver of responsibility
AZ&B shall not be liable for: (i) damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury.

8.2 Client Data shall be accepted as factual
Client shall provide to AZ&B factual documents, including all plans, maps, drawings and other documents identifying the proposed improvements, ROW and location of any subterranean structures on the Site.

9. GENERAL CONSIDERATIONS

9.1 Dispute Resolution
If a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached the parties agree to use mediation before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party.

9.2 Standard of Care
AZ&B shall perform all services under this agreement in a manner which is consistent with generally accepted standards of professional surveying practice within Webb County area.

9.3 Successors and Assigns
The parties hereby bind their respective partners, executors, administrators and legal representatives to the terms, conditions and covenants of this Agreement. 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. Nothing contained in the paragraph shall prevent AZ&B from employing such independent professional associates, subcontractors, and consultants as AZ&B may deem appropriate to assist in the performance of Services.

9.4 Controlling Law
State of Texas

10. DISPUTE RESOLUTION

10.1 If a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached the parties agree to use mediation before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party. Webb County will be the venue for dispute resolution.

11. INSURANCE REQUIREMENTS

The following insurance provisions shall modify Exhibit B of the contract, and AZ&B shall comply with each and every condition contained herein. AZ&B shall provide and maintain, until the work covered in the contract is completed and accepted by The City of Laredo, the minimum insurance coverages as follows:

1. Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract.
2. Workers' Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.
3. Commercial Automobile Liability insurance at minimum combined single limits of 1,000,000_per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
4. Errors & Omissions coverage. The following conditions will apply:
   a. Professional Liability with minimum limits of $1,000,000.

b. This coverage must be maintained for at least two (2) years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term the contract.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following-form. The Corporation may maintain reasonable and customary deductibles, subject to approval by the City of Laredo.

Any Subcontractor(s) hired by AZ&B shall maintain insurance coverage equal to that required of AZ&B. It is the responsibility of the AZ&B to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

With reference to the foregoing insurance requirement, the Corporation shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers Compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that the City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name the City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Corporation may maintain reasonable and customary deductibles, subject to approval by the City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City of Laredo.

Upon request, AZ&B shall furnish the City of Laredo with certified copies of all insurance policies.
All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

12. SEVERABILITY

12.1 If any one or more provisions of this Agreement are deemed inoperative, invalid, illegal or unenforceable, the operation, validity and enforceability of the remaining provisions shall not be affected or impaired and this Agreement shall be considered as if the entirety of such inoperative, invalid, illegal, or unenforceable provision had never been contained in this agreement.

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Stephen R. Geiss, Solid Waste Services Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew contract number FY15-050 with MO-VAC, Environmental Inc., McAllen, Texas in an amount up to $81,250.00 for the transportation and disposal of leachate contaminated water for the Solid Waste Services Department. The frequency and number of loads vary depending on the City's need. The bid price is based on a per gallon rate. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the fifth of six extension periods. Funding is available in the Solid Waste Services Department fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved Contract Amendment 3/20/17.
Approved a one year contract on 8/3/15.

BACKGROUND

This contract is for the transportation and disposal of leachate and contaminated water from the City of Laredo Landfill's automated leachate collection system (storage tank) and holding ponds to the South Laredo Wastewater Treatment Plant. The contract vendor is required to have a transporter license from the Texas Commission on Environmental Quality (TCEQ). The frequency and number of loads vary depending on the City's need. The bid price will based on a per gallon rate. There was no price increase during the last extension period. This is the fifth of six extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual

contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Current Contract Pricing:

MO-VAC Environmental
McAllen, Texas

City Landfill to South Laredo WWTP	Unit Cost/Gal.
Leachate/Contaminated Water Transportation & Disposal	$ 0.13

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2019
Bugeted Y/N?: Yes
Source of Funds:
Account #: 55625605333930
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract FY15-050

City of Laredo
Purchasing Division
Renewal Notice

June 18, 2019

Mr. Arnold Perez
MO-VAC Environmental
P.O. Box 4078
Floresville, Texas 78052

Re: Transportation & Disposal of Leachate
Contract FY15-050
Renewal Extension : V

Dear Mr. Perez,

A contract for the transportation and disposal of leachate was awarded to your company on 8/03/15. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the fifth of six extension periods.

Current Contract Pricing

Description	Unit Price
Leachate/Contaminated Water Transportation/Disposal	$ 0.13 per gallon

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador for
Purchasing Agent

Xc: Purchasing File

MO-VAC Environmental
Request a contract extension: YES Not request a contract extension: _____
Authorized Signature: _____
Print Name: Arnoldo Perez Jr
Date: 6-18-19

City of Laredo
Purchasing Division

LETTER OF AWARD

July 19, 2018

Mr. Arnold Perez
MO-VAC Environmental
P.O. Box 4078
Floresville, Texas 78052

Re: Transportation & Disposal of Leachate & Contaminated Water
Contract Renewal Extension IV
FY15-050

Dear Mr. Perez,

This is to inform you that the contract renewal for FY15-050 was approved by the Purchasing Agent on July 19, 2018. The term of this contract shall be for a period of one year. This is the fourth of six extension periods.

Current Contract Pricing

Description	Unit Price
Leachate/Contaminated Water Transportation/Disposal	$ 0.13 per gallon

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division
Renewal Notice

July 19, 2018

Mr. Arnold Perez
MO-VAC Environmental
P.O. Box 4078
Floresville, Texas 78052

Re: Transportation & Disposal of Leachate
Contract FY15-050
Renewal Extension IV

Dear Mr. Perez,

A contract for the transportation and disposal of leachate was awarded to your company on 8/03/15. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the fourth of six extension periods.

Current Contract Pricing

Description	Unit Price
Leachate/Contaminated Water Transportation/Disposal	$ 0.13 per gallon

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

MO-VAC Environmental

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: Mike Flanagan

Print Name: Mike Flanagan

Date: 7-18-18

City of Laredo
Purchasing Division
Renewal Notice

July 19, 2018

Mr. Arnold Perez
MO-VAC Environmental
P.O. Box 4078
Floresville, Texas 78052

Re: Transportation & Disposal of Leachate
Contract FY15-050
Renewal Extension IV

Dear Mr. Perez,

A contract for the transportation and disposal of leachate was awarded to your company on 8/03/15. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the fourth of six extension periods.

Current Contract Pricing

Description	Unit Price
Leachate/Contaminated Water Transportation/Disposal	$ 0.13 per gallon

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

MO-VAC Environmental

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

City of Laredo
Purchasing Division

LETTER OF AWARD

December 19, 2017

Mr. Arnold Perez
MO-VAC Environmental
P.O. Box 4078
Floresville, Texas 78052

Re: Transportation & Disposal of Leachate & Contaminated Water
Contract Renewal Extension III
FY15-050

Dear Mr. Perez,

This is to inform you that the contract renewal for FY15-050 was approved by the Purchasing Agent on December 19, 2017. The term of this contract shall be for a period of one year. This is the third of six extension periods.

Current Contract Pricing

Description	Unit Price
Leachate/Contaminated Water Transportation/Disposal	$ 0.13 per gallon

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division
Renewal Notice

November 16, 2017

Mr. Arnold Perez
MO-VAC Environmental
P.O. Box 4078
Floresville, Texas 78052

Re: Transportation & Disposal of Leachate
Contract FY15-050
Renewal Extension III

Dear Mr. Perez,

A contract for the transportation and disposal of leachate was awarded to your company on 8/03/15. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the third of six extension periods.

Current Contract Pricing

Description	Unit Price
Leachate/Contaminated Water Transportation/Disposal	$ 0.13 per gallon

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

MO-VAC Environmental

Request a contract extension: Yes / Not request a contract extension: _____

Authorized Signature: Mike Flanagan

Print Name: Mike Flanagan

Date: 12-18-17

City Council-Regular
Meeting Date: 03/20/2017
Initiated By: Robert Eads, Assistant City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, Stephen R. Geiss, Solid Waste Services Department Manager, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew and amend contract FY15-050 to the sole bidder MO-VAC, Environmental Inc., McAllen, Texas in an amount up to $81,250.00 for the transportation and disposal of leachate contaminated water for the Solid Waste Services Department to comply with the Texas Commission on Environmental Quality (TCEQ) regulations. Due to an increase in usage, the proposed 25% would help fund these services before the end of the contract term. The term of this contract shall be for one (1) year and contract may be extended four (4) additional one (1) year periods. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period. Funding is available in the Solid Waste Services Department fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Contract FY15-050 approved by City Council on 08/03/2015.

BACKGROUND

Due to an increase in usage, the proposed 25% would help fund these services before the end of the contract term. Both the Solid Waste Services Department and Purchasing Division recommend this contract amendment. This service requires the vendor to haul leachate liquids pumped out of the landfill cells and transport it to utilities sewer for disposal complying with the Texas Commission on Environmental Quality (TCEQ) rules.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, additional one (1) year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the

contract may be renewed month to month until a new contract is executed. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

Current Unit Pricing for Services

MO-VAC Environmental
McAllen, Texas

City Landfill to South Laredo WWTP	Est. Qty	Unit Cost/Gal.	Est. Yearly Amt.
Leachate/Contaminated Water Transportation & Disposal	500,000 gallons	$ 0.13	$65,000.00

Original Contract Award: 500,000 gallons/$65,000.00
25% Increase: 125,000 gallons/$16,250.00
Revised Contract Total: 625,000 gallons/$81,250.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2017
Bugeted Y/N?: Yes
Source of Funds:
Account #: 55625605333930
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract

ACORD

MOVAC-1

OP ID: MC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/28/2017

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 469-424-3419 Bev Cap Management, LLC 120 W. Virginia St., Suite 200 McKinney, TX 75069 Katherine LaMantia	CONTACT NAME: Michelle Cummings PHONE (A/C, No, Ext): 469-424-3419 FAX (A/C, No): 469-424-3057 E-MAIL ADDRESS: michelle@bevcapmanagement.com
INSURED Mo-Vac Service Co Inc.; Mo-Vac Service Co of Alice Inc.; Mo-Vac Environmental Inc. Clementson, Inc. P.O. Box 2677 McAllen, TX 78502	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich Insurance Company — 16535 INSURER B : Commerce and Industry Ins. — 19410 INSURER C : AIG Specialty Insurance Co — 26883 INSURER D : AGCS Marine Ins. 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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GLO5778456-03	07/01/2017	07/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAP5778457-03	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			BE014127758	07/01/2017	07/01/2018	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC5778458-03	07/01/2017	07/01/2018	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
C	Pollution Liab			CPL19771178	06/15/2017	06/15/2018	Per Loss	1,000,000
D	Motor Trk Cargo			MXI93077415	06/15/2017	06/15/2018	Per Loss	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All policies except Work Comp include a blanket additional insured endorsement that provides additional insured status to those parties required in a written contract with the named insured. All policies include a blanket waiver of subrogation endorsement when required by written contract with the Named Insured. All policies contain 30 days NOC.

CERTIFICATE HOLDER

City of Laredo
P.O. Box 579
Laredo, TX 78042-2246

RECEIVED JUL 19 2017 RISK MANAGEMENT CITYOFL

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

M. T. Hall

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City of Laredo
Purchasing Division
Renewal Notice

November 16, 2017

Mr. Arnold Perez
MO-VAC Environmental
P.O. Box 4078
Floresville, Texas 78052

Re: Transportation & Disposal of Leachate
Contract FY15-050
Renewal Extension III

Dear Mr. Perez,

A contract for the transportation and disposal of leachate was awarded to your company on 8/03/15. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the third of six extension periods.

Current Contract Pricing

Description	Unit Price
Leachate/Contaminated Water Transportation/Disposal	$ 0.13 per gallon

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

MO-VAC Environmental

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

City of Laredo
Purchasing Division

LETTER OF AWARD

March 20, 2017

Mr. Arnold Perez
MO-VAC Environmental
P.O. Box 4078
Floresville, Texas 78052

Re: Transportation & Disposal of Leachate & Contaminated Water
Contract Renewal Extension II
FY15-050

Dear Mr. Perez,

This is to inform you that the contract renewal for FY15-050 was approved by City Council on March 20, 2017. The term of this contract shall be for a period of one year. This is the second of six extension periods.

Current Contract Pricing

Description	Unit Price
Leachate/Contaminated Water Transportation/Disposal	$ 0.13 per gallon

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 03/20/2017
Initiated By: Robert Eads, Assistant City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, Stephen R. Geiss, Solid Waste Services Department Manager, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew and amend contract FY15-050 to the sole bidder MO-VAC, Environmental Inc., McAllen, Texas in an amount up to $81,250.00 for the transportation and disposal of leachate contaminated water for the Solid Waste Services Department to comply with the Texas Commission on Environmental Quality (TCEQ) regulations. Due to an increase in usage, the proposed 25% would help fund these services before the end of the contract term. The term of this contract shall be for one (1) year and contract may be extended four (4) additional one (1) year periods. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period. Funding is available in the Solid Waste Services Department fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Contract FY15-050 approved by City Council on 08/03/2015.

BACKGROUND

Due to an increase in usage, the proposed 25% would help fund these services before the end of the contract term. Both the Solid Waste Services Department and Purchasing Division recommend this contract amendment. This service requires the vendor to haul leachate liquids pumped out of the landfill cells and transport it to utilities sewer for disposal complying with the Texas Commission on Environmental Quality (TCEQ) rules.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, additional one (1) year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the

contract may be renewed month to month until a new contract is executed. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

Current Unit Pricing for Services

MO-VAC Environmental
McAllen, Texas

City Landfill to South Laredo WWTP	Est. Qty	Unit Cost/Gal.	Est. Yearly Amt.
Leachate/Contaminated Water Transportation & Disposal	500,000 gallons	$ 0.13	$65,000.00

Original Contract Award: 500,000 gallons/$65,000.00
25% Increase: 125,000 gallons/$16,250.00
Revised Contract Total: 625,000 gallons/$81,250.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2017
Bugeted Y/N?: Yes
Source of Funds:
Account #: 55625605333930
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract

City of Laredo
Purchasing Division
LETTER OF AWARD

July 11, 2016

Mr. Arnold Perez
MO-VAC Environmental
P.O. Box 4078
Floresville, Texas 78052

Re: Transportation & Disposal of Leachate & Contaminated Water
Contract Renewal Extension I
FY15-050

Dear Mr. Perez,

This is to inform you that the contract renewal for FY15-050 was approved by the Purchasing Agent on May 18, 2016. The term of this contract shall be for a period of one year. This is the first of six extension periods.

Current Contract Pricing

Description	Unit Price
Leachate/Contaminated Water Transportation/Disposal	$ 0.13 per gallon

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us.If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division
Renewal Notice

July 7, 2016

Mr. Arnold Perez
MO-VAC Environmental
P.O. Box 4078
Floresville, Texas 78052

Re: Transportation & Disposal of Leachate
Contract FY15-050
Renewal Extension I

Dear Mr. Perez,

A contract for the transportation and disposal of leachate was awarded to your company on 8/03/15. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of six extension periods.

Current Contract Pricing

Description	Unit Price
Leachate/Contaminated Water Transportation/Disposal	$ 0.13 per gallon

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

MO-VAC Environmental

Request a contract extension: ____ Not request a contract extension: ____

Authorized Signature: _____

Print Name: Arnold Perez JR

Date: 7-11-16

City of Laredo
Purchasing Division
Renewal Notice

July 7, 2016

Mr. Arnold Perez
MO-VAC Environmental
P.O. Box 4078
Floresville, Texas 78052

Re: Transportation & Disposal of Leachate
Contract FY15-050
Renewal Extension I

Dear Mr. Perez,

A contract for the transportation and disposal of leachate was awarded to your company on 8/03/15. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of six extension periods.

Current Contract Pricing

Description	Unit Price
Leachate/Contaminated Water Transportation/Disposal	$ 0.13 per gallon

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

MO-VAC Environmental

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

MOVAC-1 OP ID: MC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/29/2016

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
Bev Cap Management, LLC
120 W. Virginia St., Suite 200
McKinney, TX 75069
Katherine LaMantia

CONTACT NAME: Michelle Cummings
PHONE (A/C, No, Ext): 469-424-3419 FAX (A/C, No): 469-424-3057
E-MAIL ADDRESS: michelle@bevcapmanagement.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich Insurance Company	16535
INSURER B: Commerce and Industry Ins.	19410
INSURER C: AIG Specialty Insurance Co	26883
INSURER D: AGCS Marine Ins. Co.	
INSURER E:	
INSURER F:	

INSURED
Mo-Vac Service Co Inc; Mo-Vac Service Co of Alice Inc.;
Mo-Vac Environmental Inc.
Clementson, Inc.
P.O. Box 2677
McAllen, TX 78502

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 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			GLO5778456-02	07/01/2016	07/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAP5778457-02	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			BE023355075	07/01/2016	07/01/2017	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC5778458-02	07/01/2016	07/01/2017	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
C	Pollution Liab			CPL19771178	06/15/2016	06/15/2017	Per Loss	1,000,000
D	Motor Trk Cargo			MXI93059228	06/15/2016	06/15/2017	Per Loss	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All policies except Work Comp include a blanket additional insured endorsement that provides additional insured status to those parties required in a written contract with the named insured. All policies include a blanket waiver of subrogation endorsement when required by written contract with the Named Insured. All policies contain 30 days NOC.

CERTIFICATE HOLDER

City of Laredo
P.O. Box 579
Laredo, TX 78042-2245

RECEIVED JUL - 8 2016 CITY OF L RISK MANAGEMENT DIVISION

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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City of Laredo
Purchasing Division

LETTER OF AWARD

August 4, 2015

Mr. Arnoldo Perez
MO-VAC Environmental
P.O. Box 4078
Laredo, Texas 78502

Re: Contract FY15-050 Transportation & Disposal of Leachate
Approved by City Council on August 3, 2015

Dear Mr. Perez,

This is to inform you that contract for the transportation and disposal of leachate services, was approved by the City Council on August 3, 2015. The term of this contract shall be for a period of one year.

Contract Pricing:

Description	Unit Price
Leachate/Contaminated Water Transportation/Disposal	$ 0.13 per gallon

All commodities and services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. If there are any questions regarding this authorization, please feel free to call (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 08/03/2015
Initiated By: Jesus Olivares, City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, Stephen R. Geiss, Solid Waste Services Department Manager, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract number FY15-050 to the sole bidder MO-VAC, Environmental Inc., McAllen, Texas in an amount up to $65,000.00 for the transportation and disposal of leachate contaminated water for the Solid Waste Services Department. The frequency and number of loads vary depending on the City's need. The bid price is based on a per gallon rate. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Funding is available in the Solid Waste Services Department fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Bids were requested for an annual contract for transportation and disposal of leachate and contaminated water from the City of Laredo Landfill's automated leachate collection system (storage tank) and holding ponds to the South Laredo Wastewater Treatment Plant. The contract vendor is required to have a transporter license from the Texas Commission on Environmental Quality (TCEQ). The frequency and number of loads vary depending on the City's need. The bid price will based on a per gallon rate. All services will be secured on an as need basis.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for six, additional one (1) year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. If the pricing remains the

same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

Proposed Services

MO-VAC Environmental
McAllen, Texas

City Landfill to South Laredo WWTP	Est. Qty	Unit Cost/Gal.	Est. Yearly Amt.
Leachate/Contaminated Water Transportation & Disposal	500,000 gallons	$ 0.13	$ 65,000.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2015
Bugeted Y/N?: Yes
Source of Funds:
Account #: 55625605333930
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract FY15-050

26.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) MO-VAC ENVIRONMENTAL, INC.

Signature of person authorized to sign bid _____ Date 7/07/2015

Print Name of person authorized to sign bid ARNOLDO PEREZ JR.

Title: VP OF ENVIRONMENTAL OPERATIONS

Business Address: P.O. BOX 4078

City, State, Zip Code: McALLEN, TX. 78502

Telephone Number: (956)631-9121 Fax Number: (956)682-6843

Contact Person Email Address: AP@MO-VAC.COM

Federal Tax ID Number: 1-74-2610475-2

Bidders Principal/Corporate Place of Business Address: 3721 S. MCCOLL RD. EDINBURG, TX. 78539

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 25

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☑

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

27.0 Bid Price Schedule:

Description	Estimated Quantity	Unit Price	Total
Leachate/Contaminated Water Transportation/Disposal	500,000 gallons	$ 0.13	$ 65,000

27.1 List of references including the name, address, and phone number of the person closely associated with the firm's prior project performance.

KEPPLE AMFELS VICTOR BOUCHOT (956)592-6177
CITY OF EDINBURG TOM REYNA (956)388-8941
HIDALGO COUNTY DRAINAGE DIST. JAIME SALAZAR (956)318-2641

27.2 List of equipment which will be used to comply with this contract obligation.

5460 GALLON VACUUM TRANSPORT

Company Name: MO VAC ENVIRONMENTAL INC.

TCEQ Transporter No.: 21955

Owner/President Name: GLYNN ANDREWS

Company Address: P.O. BOX 4078 McALLEN TX. 78502

City, State, Zip Code: MCALLEN, TX. 78502

Company Authorized Representative's Signature:

Company Representative's Name: ARNOLDO PEREZ JR.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

28.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-790-1825

CITY OF LAREDO
PURCHASING DIVISION

[X] I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

ARNOLDO PEREZ JR. — Name
Signature — Date: 7/10/2015

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity — Date

29.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is ARNOLDO PEREZ JR.
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 10 day of JULY 20 15.

Notary Public

My commission expires:

7-11-16

MARTHA M. DE RUEDA
My Commission Expires
July 11, 2016

30.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a __ New Submission or __ Correction or __ Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First: ARNOLDO M.I. ___ Last: PEREZ Suffix: JR.

***2. Contract Information.**

a) Contract or project name: HAUL OFF OF LEACHATE DEPT. FY15-050

b) Originating department: SOLID WASTE DEPT.

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

[X] Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
[ ] Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract.**

[X] Not applicable. No subcontractors will be retained for this contract.
[ ] Subcontractors may be retained, but have not been selected at the time of this submission.
[ ] List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

[X] Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
[ ] List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ **List of contributors:**

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(s) of interest:

***Acknowledgements**

☒ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☒ **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

[X] I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

[X] I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: ARNOLDO PEREZ JR. **Title:** VP OF ENVIRONMENTAL OPER.

Company Name or DBA: MO VAC ENVIRONMENTAL INC. **Date:** 7/10/2015

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

31.0 Tab F

ANNUAL SERVICE CONTRACT
TRANSPORTATION & DISPOSAL OF LEACHATE & CONTAMINATED WATER SERVICES

STATE OF TEXAS §

COUNTY OF WEBB §

This contract is made by and between the City of Laredo, acting by and through its duly authorized City Manager hereinafter termed the Owner, and MO-VAC ENV (Company name), of the City of McALLEN, County of HIDALGO, State of TEXAS, his/their executors, administrators, heirs, successors, or assigns, hereinafter termed the "Provider".

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

SCOPE OF SERVICES

The Provider has been engaged in and now does such work and represents that he is fully equipped, competent and capable to perform the desired and outlined work, and is ready and willing to perform the work in accordance with the provisions of the Invitation for Bids, the Specifications and Plans, titled, "Transportation & Disposal of Leachate & Contaminated Water"- FY15-050. The contractor shall provide hauling and disposal of leachate and contaminated waters services for the Solid Waste Department. All scope of services shall be in accordance to all provisions of the City of Laredo bid request FY15-050 (Attachment A) and the bid submitted by MO-VAC ENVIRONMENTAL INC. (vendor name), (Attachment B).

RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of the Provider to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

INDEMNIFICATION

Contractor covenants and agrees to FULL INDEMNIFY and HOLD HARMLESS, the City and elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of actions, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from or related to Contractor's activities under this Agreement, including any acts or omissions of Contractor, any agent, officer, director, representative, employee consultant or subcontractor of Contractor, and their respective officers, agents, employees, directors and representative while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence causes personal injury, death, or property damage. IN THE EVENT Contractor AND City ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or identity.

Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.

INSURANCE

The Provider shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

City of Laredo:
Jesus M. Olivares
1110 Houston Street
Laredo, TX 78040

Company Name: MO-VAC ENVIRONMETAL INC.
Owner Name: GLYNN ANDREWS
Address: P.O. BOX 4078
City, State, Zip Code: McALLEN, TX. 78502

CORPORATE AUTHORITY

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

FUNDING

This agreement is contingent upon funding being available for the term designated in this agreement. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

AMENDMENT OR MODIFICATION

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

ASSIGNMENT

Neither this agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the City of Laredo.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to this subject matter. No other agreement, statement, or promise relating to this subject matter will be valid or binding unless in writing and signed by both parties.

PARAGRAPH HEADINGS

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect whatever.

TEXAS LAW

This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas.

And the Owner in consideration of the full and true performance of the said work by said Contractor hereby agrees to and binds itself to pay the said Provider the unit price set forth in the attached Bid, and in the manner provided in the Specifications.IN WITNESS WHEREOF, the OWNER AND THE PROVIDER have hereunto set their hand this 6 th day of July 2015.

MO-VAC ENVIRONMENTAL INC
Provider/Firm (Typed)

Signature

ARNOLDO PEREZ JR.
Signature (Typed)

Title: VP OF ENVIRONMENTAL OPER.

PO Box 450392
Address
Laredo, TX 78045
City/State/Zip Code

Telephone Number:

Fax Number

ATTEST:

GUSTAVO GUEVARA, JR.,
City Secretary

CITY OF LAREDO, TEXAS

Jesus M. Olivares, City Manager

APPROVED AS TO FORM:

Raul Casso, City Attorney

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Dora Maldonado, Tax Assessor-Collector

SUBJECT

Refund of property tax in the amount of $3,367.97 payable to Flemming & May Hjorting due to an erroneous payment. Tax account # 902-10001-080.

PREVIOUS COUNCIL ACTION

City Council has previously approved requests for refunds over $500.00 as required by State Law.

BACKGROUND

As per section 31.11 (a) of the Texas Property Tax Code, "if a taxpayer applies to the tax collector of a taxing unit for a refund of an overpayment or erroneous payment of taxes, the collector for the unit determines that the payment was erroneous or excessive, and the auditor for the unit agrees with the collector's determination, the collector shall refund the amount of the excessive or erroneous payment from available current tax collections or from funds appropriated by the unit for making refunds. However, if the amount of refund exceeds $500.00, the collector may not make the refund unless the governing body of the taxing unit also determines that the payment was erroneous or excessive and approves the refund".

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends approval of motion.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The City of Laredo will refund an amount of $3,367.97. It will be paid from line item Revenue/Unapplied Payments. Account # 101-0000-222-0300.

Tax **b.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Dora A. Maldonado, RTA, Tax Assessor-Collector

SUBJECT

Approving monthly adjustments to the tax roll. The amounts adjusted for the month of June 2019 represent a decrease of $19,313.99 These adjustments are determined by the Webb County Appraisal District and by court orders.

VENDOR INFORMATION FOR COMMITTEE AGENDA

Not Applicable.

PREVIOUS COUNCIL ACTION

Approves tax roll each year.

BACKGROUND

Under Section 26.09(e), Calculation of Tax, of the Texas Property Tax Code, "The Assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amount of tax entered as approved by the governing body constitutes the unit's tax roll." It was the recommendation of the City Attorney and the Tax Collections Attorney that adjustments be approved each month in addition to the tax roll being accepted with adjustments.

COMMITTEE RECOMMENDATION

Not Applicable.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

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

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

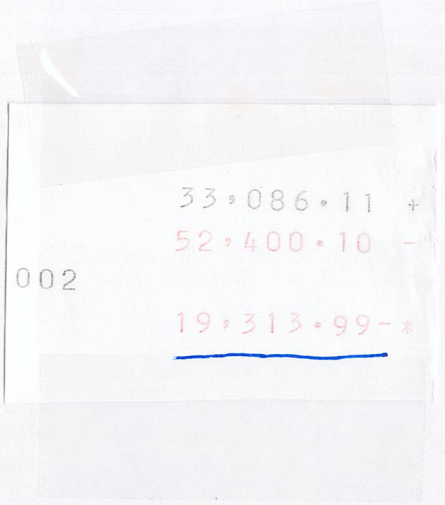
For the month of June 2019, tax revenues decreased in the amount of $19,313.99.

Attachments

Tax Adjustment Listing

Tax Recap Report

COMB	BILL CDE/YR	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
LARE	00	.00	.00	.00	.00	.00	.00	.00	181.75-
LARE	09	.00	.00	.00	.00	.00	.00	.00	74.71-
LARE	14	261.54	.00	.00	106.25-	.00	.00	106.25	106.25-
LARE	15	490.07	.00	.00	118.06-	.00	.00	118.06	290.58-
LARE	16	492.54	.00	.00	276.18-	.00	.00	276.18	331.50-
LARE	17	10022.03	.00	.00	13958.55-	1906.55	.00	16831.88	16480.06-
LARE	18	21819.93	.00	2844.83	37941.06-	11026.49	.00	45914.79	45782.31-
LARE	TOTALS	33086.11	.00	2844.83	52400.10-	12933.04	.00	63247.16	63247.16-
	TOTALS	33086.11	.00	2844.83	52400.10-	12933.04	.00	63247.16	63247.16-



		PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
		<----------TRANSACTIONS THIS PERIOD ---------->					
	BASE TAX BILLED	1347,977,445.69		17,613.65	36,927.64-	19,313.99-	1347,958,131.70
-	BASE TAX PAID	1338,925,928.48	2,011,234.19	1,251.13	41,389.79-	40,138.66-	1340,897,024.01
-	BASE PAID FROM DEFERRED						
+/-	ADJUSTMENTS TO UNPAID TAX	2,734.03-					2,734.03-
=	OUTSTANDING BASE TAX	9,048,783.18					7,058,373.66
	CHARGES LEVIED						
-	CHARGES PAID						
+/-	ADJUSTMENTS TO UNPAID CHARGES						
=	OUTSTANDING CHARGES						
	OTHER PAID:						
	PENALTY	23,255,119.33	52,782.93	54.34-	167.45-	221.79-	23,307,680.47
	INTEREST	8,441,224.47	40,639.65	21.91-	92.03	70.12	8,481,934.24
	COLLECTION FEE	12,137,577.28	19,494.01		17.57	17.57	12,157,088.86
	DISCOUNT						
	UNAPPLIED	98,967.25	45,133.67	2,261.87-	26,756.76	24,494.89	168,595.81
	DEFERRED						
	TOTAL PAID	1382,858,816.81	2,169,284.45	1,086.99-	14,690.88-	15,777.87-	1385,012,323.39

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Arturo Garcia, Community Development Director and Ria Mia, Utilities Director

SUBJECT

2019-R-105 Accepting the conveyance of an 8,020 sq.ft. tract of land (Drainage Easement 1), and a 6,205 sq. ft. tract of land (Drainage Easement 2) in the vicinity west of Interstate Highway 35 more or less, being out of Porcion 15, Jose Prudencia Garcia, Original Grantee, Abstract 53, Webb County, Texas and being out of Tract K-1, as recorded in Volume 540, Page 632, Webb County Plat Records to serve as drainage easements, the tracts of land are further described by boundary survey and metes and bounds in attached Exhibit "A" and a 20' (foot) temporary construction easement south of drainage to easement 1 and another 20' (foot) temporary construction easement will be located north of drainage easement 2, providing for an effecitve date.

PREVIOUS COUNCIL ACTION

NONE

BACKGROUND

Due to severe land erosion near and around a 60 inch main transmission water line connecting to and from the El Pico Water Plant, the City of Laredo Utilities department deems it necessary to request an 8,020 sq.ft. Drainage Easement 1 and a 6,205 sq.ft. Drainage Easement 2 from Killam Ranch Properties LTD., located west of Interstate Highway 35 that also includes two temporary construction easements,

This improvement will serve to preserve and maintain water supply in north Laredo.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the approval of this resolution as presented.

Fiscal Impact

Fiscal Year:

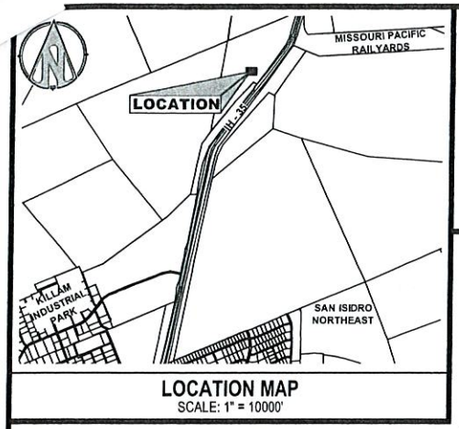
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
None.

Fiscal Year:	2019
Bugeted Y/N?:	NA
Source of Funds:	NA
Account #:	NA
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Will be recorded in Fixed Asset System.

Attachments

Exhibit A - Survey
Resolution 2019 R 105



LOCATION MAP
SCALE: 1" = 10000'

LEGEND

----------	EASEMENT LINE
—— - - ——	BOUNDARY LINE
——— x ———	FENCE LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING

1" = 60'
0 15 30 45 60
SCALE IN FEET

LINE TABLE		
LINE #	LENGTH	BEARING
L1	139.02'	N80° 54' 47"W
L2	46.86'	N47° 33' 28"W
L3	76.44'	N42° 26' 32"E
L4	162.98'	S47° 33' 28"E
L5	152.68'	N47° 33' 28"W
L6	140.14'	S76° 32' 27"E
L7	30.09'	S47° 33' 28"E
L8	67.90'	S42° 26' 32"W

20' OFFSET FOR TEMPORARY CONSTRUCTION EASEMENT

L7

L6

DRAINAGE EASEMENT 2 (6,205 SQ.FT.)

L8

KILLAM RANCH PROPERTIES LTD.
TRACT K - 1
VOL. 540, PG. 632
O.P.R.W.C.T.

IH - 35

N47° 33' 28"W 546.82'

L5

36' WATER EASEMENT (2.51 ACRES)
VOL. 3371, PG. 730
O.P.R.W.C.T.

P.O.B FOR DRAINAGE EASEMENT 2

N50° 58' 58"W 602.59'

P.O.C FOR DRAINAGE EASEMENT 1 & DRAINAGE EASEMENT 2

L4

P.O.B FOR DRAINAGE EASEMENT 1

L3

DRAINAGE EASEMENT 1 (8,020 SQ.FT.)

L1

20' OFFSET FOR TEMPORARY CONSTRUCTION EASEMENT

L2

KILLAM RANCH PROPERTIES LTD.
TRACT K - 1
VOL. 540, PG. 632
O.P.R.W.C.T.

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS SKETCH REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

JEFFREY G. PUIG, R.P.L.S.
No. 5961

07/10/2019
DATE

STATE OF TEXAS
REGISTERED
JEFFREY G. PUIG
5961
PROFESSIONAL
LAND SURVEYOR

NOTE:
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR A TITLE INSURANCE DOCUMENT. THE PROPERTY MAY BE SUBJECT TO AND HAVE ADDITIONAL EASEMENTS AND/OR ENCUMBRANCES NOT NOTED ON THIS SURVEY.

BASIS OF BEARING:
THE NORTHEASTERLY EASEMENT LINE OF A 36' WATER EASEMENT, RECORDED IN VOLUME 3371, PAGE 730, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS.

CALLED: SOUTH 47° 33' 28" EAST

CEC
CIVIL ENGINEERING CONSULTANTS
9652 McPherson Road, Ste. 700
Laredo, Texas, 78045
TEL: 956-729-7844 FAX: 956-729-7854
TBPE # F-2214 TBPS # 100410-00

SURVEY OF DRAINAGE EASEMENT 1 & DRAINAGE EASEMENT 2

OUT OF THE REMAINING ACRES OF TRACT K - 1, CONVEYED TO KILLAM RANCH PROPERTIES LTD., RECORDED IN VOLUME 540, PAGE 632, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS

FILENAME: E0362900-Permanent & Temporary Esmt.dwg	
STATUS: FINAL	DRAWN BY: R.G.
CHECKED BY: E.L.O.	APPROVED BY: J.G.P.
DATE: 7/9/2019	REVISED DATE: ---
PROJECT NO.: E0362900	

1
SHEET
1 OF 1

CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.

LEGAL DESCRIPTION
DRAINAGE EASEMENT 1
(8,020 SQ.FT.)

Being a drainage easement containing 8,020 sq.ft. of land, more or less, out of Tract K-1, conveyed to Killam Ranch Properties LTD, recorded in Volume 540, Page 632, Official Public Records of Webb County, Texas, situated in Abstract 53, Porcion 15, Jose Prudencia Garcia original grantee; this 8,020 sq.ft. easement being more particularly described as follows:

COMMENCING at the eastern corner of a 36' Water Easement, recorded in Volume 3371, Page 730, Official Public Records of Webb County, Texas, being a point on the easterly boundary line of said Tract K-1 and the westerly right-of-way line of Interstate Highway 35; **THENCE, North 50° 58' 58" West** for a distance of **602.59 feet** to a point on the southwesterly easement line of said 36' Water Easement, being the **POINT OF BEGINNING** and eastern corner of this easement hereof;

THENCE **North 80° 54' 47" West,** for a distance of **139.02 feet** to a point of deflection to the right hereof;

THENCE **North 47° 33' 28" West,** for a distance of **46.86 feet** to a point for the western corner and point of deflection to the right hereof;

THENCE **North 42° 26' 32" East,** for a distance of **76.44 feet** to a point on the southwesterly easement line of said 36' Water Easement, being the northern corner and point of deflection to the right hereof;

THENCE **South 47° 33' 28" East,** along the southwesterly easement line of said 36' Water Easement for a distance of **162.98 feet** to the **POINT OF BEGINNING,** and containing 8,020 sq.ft., more or less.

BASIS OF BEARING: the northeasterly easement line of a 36' Water Easement, recorded in Volume 3371, Page 730, Official Public Records of Webb County, Texas.

Called: **South 47° 33' 28" East**

07/10/2019

CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.

LEGAL DESCRIPTION
DRAINAGE EASEMENT 2
(6,205 SQ.FT.)

Being a drainage easement containing 6,205 sq.ft. of land, more or less, out of Tract K-1, conveyed to Killam Ranch Properties LTD, recorded in Volume 540, Page 632, Official Public Records of Webb County, Texas, situated in Abstract 53, Porcion 15, Jose Prudencia Garcia original grantee; this 6,205 sq.ft. easement being more particularly described as follows:

COMMENCING at the most eastern corner of a 36' Water Easement, recorded in Volume 3371, Page 730, Official Public Records of Webb County, Texas, being a point on the easterly boundary line of said Tract K-1 and the westerly right-of-way line of Interstate Highway 35; **THENCE, North 47° 33' 28" West** along the northeasterly easement line of said 36' Water Easement for a distance of **546.82 feet** to a point on said northeasterly easement line, being the **POINT OF BEGINNING** and southern corner of this easement hereof;

THENCE **North 47° 33' 28" West,** along the northeasterly easement line of said 36' Water Easement for a distance of **152.68 feet** to a point on said northeasterly easement line, being the western corner and point of deflection to the right hereof;

THENCE **South 76° 32' 27" East,** for a distance of **140.14 feet** to a point of deflection to the right hereof;

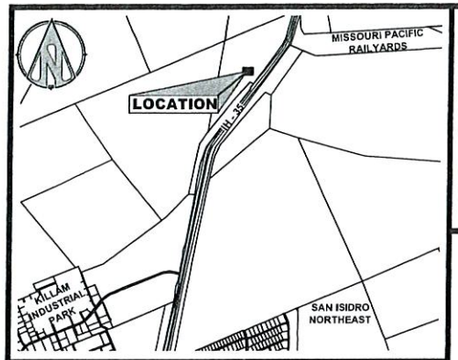
THENCE **South 47° 33' 28" East,** for a distance of **30.09 feet** to a point for the eastern corner and point of deflection to the right hereof;

THENCE **South 42° 26' 32" West,** for a distance of **67.90 feet** to the **POINT OF BEGINNING,** and containing 6,205 sq.ft., more or less.

BASIS OF BEARING: the northeasterly easement line of a 36' Water Easement, recorded in Volume 3371, Page 730, Official Public Records of Webb County, Texas.

Called: **South 47° 33' 28" East**

9652 MCPHERSON ROAD, SUITE 700 | LAREDO, TEXAS 78045 | (956) 729-7844 | FAX: (956) 729-7854
TEXAS FIRM REGISTRATION NUMBERS: ENGINEERING F-2214 | SURVEY 10041000 | WWW.CECTEXAS.COM



LOCATION MAP
SCALE: 1" = 10000'

LEGEND

----------	EASEMENT LINE
—— - - ——	BOUNDARY LINE
——— x ———	FENCE LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING

1" = 60'

0 15 30 45 60

SCALE IN FEET

LINE TABLE		
LINE #	LENGTH	BEARING
L1	72.85'	N47° 33' 28"W
L2	55.26'	S47° 33' 28"E

IH - 35

L2

S76° 32' 27"E 181.41'

20'

TEMPORARY CONSTRUCTION EASEMENT 2 (11,832 SQ.FT.)

PERMANENT DRAINAGE EASEMENT

S42° 26' 32"W 87.90'

KILLAM RANCH PROPERTIES LTD.
TRACT K - 1
VOL. 540, PG. 632
O.P.R.W.C.T.

N47° 33' 28"W 526.82'

36' WATER EASEMENT (2.51 ACRES)
VOL. 3371, PG. 730
O.P.R.W.C.T.

N47° 33' 28"W 213.95'

P.O.B FOR TEMPORARY CONSTRUCTION EASEMENT 2

N51° 12' 10"W 566.28'

P.O.C FOR TEMPORARY CONSTRUCTION EASEMENT 1, & TEMPORARY CONSTRUCTION EASEMENT 2

S47° 33' 28"E 219.35'

PERMANENT DRAINAGE EASEMENT

TEMPORARY CONSTRUCTION EASEMENT 1 (14,090 SQ.FT.)

20'

P.O.B FOR TEMPORARY CONSTRUCTION EASEMENT 1

N80° 54' 47"W 175.40'

N42° 26' 32"E 96.44'

L1

KILLAM RANCH PROPERTIES LTD.
TRACT K - 1
VOL. 540, PG. 632
O.P.R.W.C.T.

NOTE:
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR A TITLE INSURANCE DOCUMENT. THE PROPERTY MAY BE SUBJECT TO AND HAVE ADDITIONAL EASEMENTS AND/OR ENCUMBRANCES NOT NOTED ON THIS SURVEY.

BASIS OF BEARING:
THE NORTHEASTERLY EASEMENT LINE OF A 36' WATER EASEMENT, RECORDED IN VOLUME 3371, PAGE 730, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS.

CALLED: SOUTH 47° 33' 28" EAST

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS SKETCH REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

JEFFREY G. PUIG, R.P.L.S.
No. 5961

07/12/2019
DATE

STATE OF TEXAS
REGISTERED
JEFFREY G. PUIG
5961
PROFESSIONAL
LAND SURVEYOR

CEC
CIVIL ENGINEERING CONSULTANTS
9652 McPherson Road, Ste. 700
Laredo, Texas, 78045
TEL: 956-729-7844 FAX: 956-729-7854
TBPE # F-2214 TBPS # 100410-00

SURVEY OF TEMPORARY CONSTRUCTION EASEMENT 1 & TEMPORARY CONSTRUCTION EASEMENT 2

OUT OF THE REMAINING ACRES OF TRACT K - 1, CONVEYED TO KILLAM RANCH PROPERTIES LTD., RECORDED IN VOLUME 540, PAGE 632, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS

FILENAME: E0362900-Temporary Esmt.dwg	
STATUS: FINAL	DRAWN BY: R.G.
CHECKED BY: E.L.O.	APPROVED BY: J.G.P.
DATE: 7/11/2019	REVISED DATE: ---
PROJECT NO.: E0362900	

1
SHEET
1 OF 1

CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT 1
(14,090 SQ.FT.)

Being a temporary construction easement containing 14,090 sq.ft. of land, more or less, out of Tract K-1, conveyed to Killam Ranch Properties LTD, recorded in Volume 540, Page 632, Official Public Records of Webb County, Texas, situated in Abstract 53, Porcion 15, Jose Prudencia Garcia original grantee; this 14,090 sq.ft. easement being more particularly described as follows:

COMMENCING at the eastern corner of a 36' Water Easement, recorded in Volume 3371, Page 730, Official Public Records of Webb County, Texas, being a point on the easterly boundary line of said Tract K-1 and the westerly right-of-way line of Interstate Highway 35; **THENCE, North 51° 12' 10" West** for a distance of **566.28 feet** to a point on the southwesterly easement line of said 36' Water Easement, being the **POINT OF BEGINNING** and eastern corner of this easement hereof;

THENCE **North 80° 54' 47" West,** for a distance of **175.40 feet** to a point of deflection to the right hereof;

THENCE **North 47° 33' 28" West,** for a distance of **72.85 feet** to a point for the western corner and point of deflection to the right hereof;

THENCE **North 42° 26' 32" East,** for a distance of **96.44 feet** to a point on the southwesterly easement line of said 36' Water Easement, being the northern corner and point of deflection to the right hereof;

THENCE **South 47° 33' 28" East,** along the southwesterly easement line of said 36' Water Easement for a distance of **219.35 feet** to the **POINT OF BEGINNING,** and containing 14,090 sq.ft., more or less.

BASIS OF BEARING: the northeasterly easement line of a 36' Water Easement, recorded in Volume 3371, Page 730, Official Public Records of Webb County, Texas.

Called: **South 47° 33' 28" East**

STATE OF TEXAS
REGISTERED
JEFFREY G. PUIG
5961
PROFESSIONAL
LAND SURVEYOR

07/12/2019

9652 MCPHERSON ROAD, SUITE 700 | LAREDO, TEXAS 78045 | (956) 729-7844 | FAX: (956) 729-7854
TEXAS FIRM REGISTRATION NUMBERS: ENGINEERING F-2214 | SURVEY 10041000 | WWW.CECTEXAS.COM

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT 2
(11,832 SQ.FT.)

Being a temporary construction easement containing 11,832 sq.ft. of land, more or less, out of Tract K-1, conveyed to Killam Ranch Properties LTD, recorded in Volume 540, Page 632, Official Public Records of Webb County, Texas, situated in Abstract 53, Porcion 15, Jose Prudencia Garcia original grantee; this 11,832 sq.ft. easement being more particularly described as follows:

COMMENCING at the most eastern corner of a 36' Water Easement, recorded in Volume 3371, Page 730, Official Public Records of Webb County, Texas, being a point on the easterly boundary line of said Tract K-1 and the westerly right-of-way line of Interstate Highway 35; **THENCE, North 47° 33' 28" West** along the northeasterly easement line of said 36' Water Easement for a distance of **526.82 feet** to a point on said northeasterly easement line, being the **POINT OF BEGINNING** and southern corner of this easement hereof;

THENCE **North 47° 33' 28" West,** along the northeasterly easement line of said 36' Water Easement for a distance of **213.95 feet** to a point on said northeasterly easement line, being the western corner and point of deflection to the right hereof;

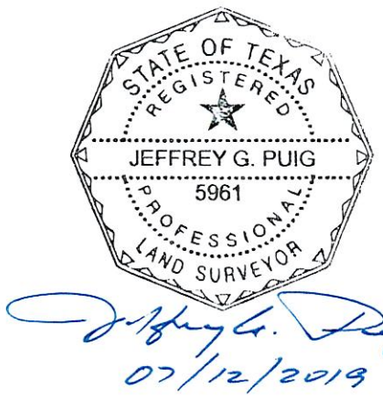
THENCE **South 76° 32' 27" East,** for a distance of **181.41 feet** to a point of deflection to the right hereof;

THENCE **South 47° 33' 28" East,** for a distance of **55.26 feet** to a point for the eastern corner and point of deflection to the right hereof;

THENCE **South 42° 26' 32" West,** for a distance of **87.90 feet** to the **POINT OF BEGINNING,** and containing 11,832 sq.ft., more or less.

BASIS OF BEARING: the northeasterly easement line of a 36' Water Easement, recorded in Volume 3371, Page 730, Official Public Records of Webb County, Texas.

Called: **South 47° 33' 28" East**



07/12/2019

RESOLUTION NO. 2019-R-105

ACCEPTING THE CONVEYANCE OF AN 8,020 SQ.FT. TRACT OF LAND (DRAINAGE EASEMENT 1), AND A 6,205 SQ. FT. TRACT OF LAND (DRAINAGE EASEMENT 2) IN THE VICINITY WEST OF INTERSTATE HIGHWAY 35 MORE OR LESS, BEING OUT OF PORCION 15, JOSE PRUDENCIA GARCIA, ORIGINAL GRANTEE, ABSTRACT 53, WEBB COUNTY, TEXAS AND BEING OUT OF TRACT K-1, AS RECORDED IN VOLUME 540, PAGE 632, WEBB COUNTY PLAT RECORDS TO SERVE AS DRAINAGE EASEMENTS, THE TRACTS OF LAND ARE FURTHER DESCRIBED BY BOUNDARY SURVEY AND METES AND BOUNDS IN ATTACHED EXHIBIT "A" AND A 20' (FOOT) TEMPORARY CONSTRUCTION EASEMENT SOUTH OF DRAINAGE TO EASEMENT 1 AND ANOTHER 20' (FOOT) TEMPORARY CONSTRUCTION EASEMENT WILL BE LOCATED NORTH OF DRAINAGE EASEMENT 2, PROVIDING FOR AN EFFECITVE DATE. .

WHEREAS, the City of Laredo's has requested that Killam Ranch Properties LTD, grant them two drainage easements and two temporary easements for the maintenance and protection of a 60 inch main transmission water line as depicted in Exhibit "A"; and

WHEREAS, the maintenance and protection of said utility lines will serve to improve public services; and

WHEREAS, Killam Ranch Properties LTD has agreed to convey a 8,020 sq. ft. tract of land and a 6,205 sq. ft. tract of land for drainage easement purposes; and

WHEREAS, it is in the best interest of the City of Laredo to accept the conveyance of the above referenced easement, as described in Exhibit "A"

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

1. To accept the conveyance of an 8,020 sq. ft. tract of land and a 6,205 sq. ft. more or less, out of Porcion 15, Jose Prudencia Garcia, Original Grantee, Abstract 53, Webb County, Texas and being out of Tract K-1 as recorded in Volume 540, Page 632 of the Webb County Plat Records, for the purpose of serving as a drainage easement.

2. Said easement tracts are needed for the maintenance and protection of a 60 inch main transmission water line that is connected to el Pico Water Plant to better serve the public.

3. This resolution shall become effective upon passage thereof.

RESOLVED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS_____ DAY OF _____, 2019.

_____
PETER SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

_____
BY: XAVIER CHARLES
ASSISTANT CITY ATTORNEY

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Riazul I. Mia, P.E., CFM

SUBJECT

Authorizing the Co-Interim City Managers for the award of a construction contract to the lowest responsible bidder, ALC Construction, Co. Inc., Laredo,Texas in the amount of $566,575.00 for the Utilities Department Materials Storage Canopy Improvements Project. The contract time is ninety (90) working days. Funding is available in the 2017 Sewer Revenue Bond.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo Utilities Department Materials Storage Canopy Improvements Project was sent out for bidding on May 12, 2019 and closed on June 20, 2019. Bids opened on June 21, 2019. Scope of work includes general construction site and building improvements requiring not limited to: selective site demolition, civil underground water and sewer utilities, site over-excavation and new building pad, a slab on grade foundation, chain link fencing with barbed wire, perimeter building fabric mesh enclosure, asphalt pavement over existing flexible base, concrete flatwork over new select fill, metal railings, general carpentry work, door panic device hardware, paintwork, plumbing and electrical system as per plans and specifications prepared by Sepulveda Associates Architects, Inc. There were a total of six (6) bidders submitted bid for the project.

The bids received are as follows:

Bid Number	Bidder's Name	Bid Amount ($)
1	Romo Contractors	$657,300
2	Robinson General Constructors	$640,000
3	ALC Constructions, Co. Inc.	$566,575
4	Geofill Construction	$2,192,082
5	Trillium LLC dba Cobalt Construction	$648,927
6	Summit Building & Design	$714,000

The Consultant (Sepulveda Associates Architects, Inc.) is recommending the award of the project to ALC Construction, Co. Inc., Laredo, Texas for the Base Bid amount of $566,575.00.

COMMITTEE RECOMMENDATION

Operations and Finance Committee

STAFF RECOMMENDATION

To approve Motion

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Y
Source of Funds:	2017 Sewer Rev. Bond
Account #:	559-4298-538-0431
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Funding is available in the 2017 Sewer Revenue Bond Account # 559-4298-538-0431

Attachments

Recommendation for Award

SEPULVEDA
ASSOCIATES
ARCHITECTS
INC.

June 24, 2019

Mr. Ria Mia, P.E.
Utilities Department Director
City of Laredo Utilities Department
5816 Daugherty Street
Laredo, Texas 78041

Re: City of Laredo Utilities Department
Utilities Department Materials Storage Canopy Improvements
5816 Daugherty Street, Laredo, Texas
Bid Tabulation and Letter of Recommendation
Architect's Project No. 2019-03

Dear Mr. Mia,

On Friday, June 21th, 2019 at 10:00 AM the City of Laredo City Secretary's Office opened six formal bids for subject project. The bidders and base bid amounts were registered as follows:

1.	Romo Contractors	$657,300.00
2.	Robinson General Constructors	$640,000.00
3.	ALC Construction, Co. Inc.	$566, 575.00
4.	Geofill Construction	$2,192,082.00
5.	Trillium LLC dba Cobalt Construction	$648,927.00
6.	Summit Building & Design	$714,000.00

I. We have reviewed the submitted information by the apparent low bidder for ALC Construction, Co., Inc. and offer the following comments:

1. The firm ALC Construction, Co. Inc. is a reputable general contractor established at 3706 Flores Ave. in Laredo, Texas.
2. The main contact and officer for the firm is Daniel Alvarado, President, and resides in Laredo.
3. The submitted Bid Bond POA No. 5271502 is from SureTec Insurance Company with an address of Houston, Texas signed 6/20/19 by John Knox, Jr., President per bid attachment. Upon Notice of Award, the contractor guarantees providing the required Labor - Materials and Performance Bonds, with Insurance Binder. Per SureTec Insurance Company's website, the firm is rated as "A" (Excellent) by A. M. Best Company Credit Report.

II. We have reviewed the attached subcontractors list and are satisfied with the quality and experience of proposed firms. The general contractor has continuously worked with the local architectural and private developer firms over recent years.

III. We reviewed references with the City of Laredo Community Development and City Engineering Departments, respectively, in which ALC Construction, Co. Inc. has performed successful construction projects to the complete satisfaction of the Owners - Users. The contractor has constructed, flatwork, concrete sidewalks, park improvements, residential rehab work, affordable residential and small commercial buildings mainly for the City of Laredo – El Metro, Community Development and City Engineering. The firm has experienced administrative and job site personnel, maintain project schedules, and staff the projects well with experienced qualified subcontractors. The bid form for the subcontractor's list appears to include their own forces, and a good list of local experienced subs for this project.

IV. In 2015, ALC Construction, Co. Inc., constructed the CBDG Elderly Apartments Complex, Farragut at Santa Rita ($480,000.00) of which SAA, Inc. was the Architect of Record. It was completed on time and within the budget. City staff and our firm were satisfied with the services provided.

Therefore, Sepulveda Associates Architects, Inc. recommends that subject project be awarded to ALC Construction, Co., Inc., Laredo, Texas for the Base Bid amount of $566,575.00.

I am available to meet with you, your staff and the contractor at your convenience if you should have any questions.

Respectfully yours,

Robert J. Sepulveda, AIA
Sepulveda Associates Architects, Inc.

Utilities **C.**

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to renew contract FY19-021 with Tenoch Distribution, LLC, San Antonio, Texas in an semi-annual amount of up to $1,045,668.00 for the purchase of PVC pipe used by the Utilities Department. This is a six (6) month supply contract. There was no price increase during the last extension period. This is the first of six extension periods. These materials are purchased on an as needed basis for construction and repair projects. Funding is available in the Utilities Department budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a six month contract on 1/22/19.

BACKGROUND

This contract provides the Utilities Department with PVC pipe. There was no price increase during the last extension period. This is first of six extension period. The term of this contract shall be for a period of six (6) months beginning at the date of execution. Staff is recommending that this contract be renewed for an additional six month period.

The term of this contract shall be for a period six (6) months beginning at the date of execution. The contract may be extended for five (5), additional six (6) month periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional six month period, it must so notify the City in writing no later than thirty (30) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Current Contract Pricing:

		Tenoch Distribution, LLC.
Item	Description	Unit Price
1	2" Pipe, 20' joints	$ 0.50
2	3" Pipe, 20' joints	$ 1.10
3	4" Pipe, PC305	$ 3.10
4	6" Pipe, PC305	$ 4.98
5	8" Pipe, PC305	$ 8.40
6	10" Pipe, PC305	$ 12.79
7	12" Pipe, PC305	$ 17.98
8	14" Pipe, DR-18	$ 22.60
9	16"Pipe, DR-18	$ 24.98
10	18"Pipe,DR-18	$ 36.64
11	20"Pipe,DR-18	$ 39.72
12	24”Pipe,DR-18	$ 55.71
13	30”Pipe,DR-18	$ 118.89
14	36”Pipe,DR-21	$ 151.16

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2019

Bugeted Y/N?: Yes

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract FY19-021

City of Laredo
Purchasing Division

Renewal Notice

June 20, 2019

Mr. Rolando Venegas
Tenoch Distribution, LLC.
6740 Low Bid Lane# 2
San Antonio, Texas 78250

Re: PVC Pipe Supply Contract
Contract FY19-021
Renewal Extension I

Dear Mr. Venegas,

A contract for providing pvc pipe was awarded to your company on 1/22/19. This award provided for the possible extension of this contract for six additional 6 month periods with the same contract pricing. This is the first of six extension periods.

Contract Pricing

Description	Unit Price	Description	Unit Price
2" Pipe, 20' joints	$ 0.50	14" Pipe, DR-18	$ 22.60
3" Pipe, 20' joints	$ 1.10	16"Pipe, DR-18	$ 24.98
4" Pipe, PC305	$ 3.10	18"Pipe,DR-18	$ 36.64
6" Pipe, PC305	$ 4.98	20"Pipe,DR-18	$ 39.72
8" Pipe, PC305	$ 8.40	24"Pipe,DR-18	$ 55.71
10" Pipe, PC305	$ 12.79	30"Pipe,DR-18	$ 118.89
12" Pipe, PC305	$ 17.98	36"Pipe,DR-21	$ 151.16

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador for
Purchasing Agent

Tenoch Distribution LLC.

Request a contract extension: YES Not request a contract extension: _____

Authorized Signature: Rolando Venegas

Print Name: ROLANDO VENEGAS

Date: JUNE 20, 2019

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 794-1730 Email: ealdape@ci.laredo.tx.us

City of Laredo
Purchasing Division
Letter of Award

January 22, 2019

Mr. Rolando Venegas
Tenoch Distribution, LLC
6740 Low Bid Lane #2
San Antonio, TX 78250

Re: FY19-021 – Utilities PVC Pipe

Dear Mr. Venegas,

This letter of award is to inform you that bid FY19-021 was awarded to Tenoch Distribution on 01/22/18. The contract was awarded in the total amount of $1,045,668.00 for laboratory analytical services for the Utilities Department. This shall be bound by the terms, conditions, and pricing as per bid FY19-021. The contract was awarded for six-month period. All items and/or services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order.

If you have any questions regarding this matter, please contact our office at (956) 790-1800.

Sincerely,

Miguel A. Pescador For
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 01/22/2019
Initiated By: Martin Aleman, Executive Director of Finance and Technology
Staff Source: Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to award supply contract number FY19-021 to the low bidder, Tenoch Distribution LLC, San Antonio, TX in the estimated amount of $1,045,668.00 for the purchase of PVC pipes used by the Utilities Department. This will be a six (6) months supply contract. If the contract pricing does not exceed the current pricing structure, the contract will be automatically renewed for an additional six months period. These materials are purchased on an as needed basis for construction and repairs of Utilities projects. Funding is available in the Utilities Department budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

This contract shall replace previous contract FY15-058 as it has expired.

The City went out on formal request for bids and received three bids for awarding a contract for providing the Utilities Department with PVC pipe. Staff is recommending that a contract be awarded to the low bidder, Tenoch Distribution LLC, San Antonio, TX. The bid pricing will be firm fixed for six months from the date of award and there is an option to extend for six additional six month periods; if the contract pricing does not exceed the current pricing structure, the contract will be automatically renewed for an additional six months period. The material providers will hold the bid pricing for six months due to the unstable pricing climate in this industry.

The term of this contract shall be for a period of six (6) months beginning at the date of execution. The contract may be extended for six, additional six (6) month periods each upon mutual agreement of the City and the vendor. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (30) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's

discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

For Pricing Summary See Attached: FY19-021 Bid Tab

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2019

Bugeted Y/N?: Yes

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

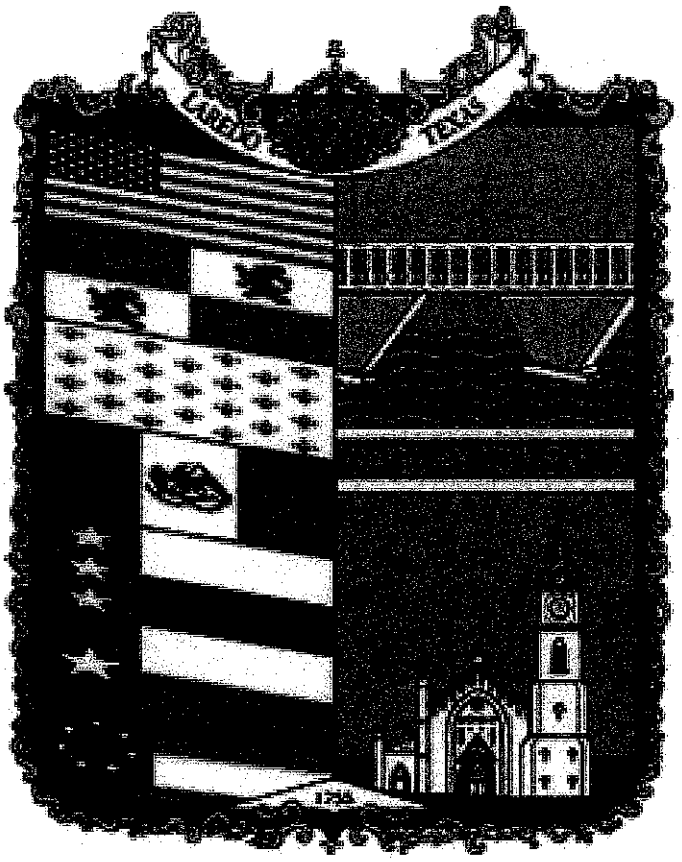
FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY19-021 Bid Tab

				Tenoch Distribution LLC		Core and Main		JEG Holdings LLC	
				Total Price	$1,045,668.00	Total Price	$1,048,088.00	Total Price	$1,155,200.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	2" Pipe, 20' joints with Bell– PC 200 DR-21 (II	2000	ft	$0.50	$1,000.00	**$0.42**	$840.00	$0.48	$960.00
2	3" Pipe, 20' joints with Bell– PC 200 DR-21 (II	200	ft	$1.10	$220.00	**$0.86**	$172.00	$5.99	$1,198.00
3	4" Pipe, PC305, DR-14, C900	200	ft	$3.10	$620.00	**$2.50**	$500.00	$7.81	$1,562.00
4	6" Pipe, PC305, DR-14, C900	10000	ft	$4.98	$49,800.00	**$4.85**	$48,500.00	$5.32	$53,200.00
5	8" Pipe, PC305, DR-14, C900	30000	ft	$8.40	$252,000.00	**$8.34**	$250,200.00	$8.94	$268,200.00
6	10" Pipe, PC305, DR-14, C900	3000	ft	$12.79	$38,370.00	**$12.69**	$38,070.00	$14.23	$42,690.00
7	12" Pipe, PC305, DR-14, C900	6000	ft	$17.98	$107,880.00	**$17.92**	$107,520.00	$19.20	$115,200.00
8	14" Pipe, PC 235, DR-18, C905	400	ft	$22.60	$9,040.00	**$21.85**	$8,740.00	$25.00	$10,000.00
9	16" Pipe, PC 235, DR-18, C905	9000	ft	**$24.98**	$224,820.00	$25.93	$233,370.00	$27.75	$249,750.00
10	18" Pipe, PC 235, DR-18, C905	200	ft	$36.64	$7,328.00	**$32.63**	$6,526.00	$42.50	$8,500.00
11	20" Pipe, PC 235, DR-18, C905	2000	ft	**$39.72**	$79,440.00	$40.25	$80,500.00	$46.30	$92,600.00
12	24" Pipe, PC 235, DR-18, C905	3000	ft	**$55.71**	$167,130.00	$56.25	$168,750.00	$69.78	$209,340.00
13	30" Pipe, PC 235, DR-18, C905	400	ft	$118.89	$47,556.00	$106.00	$42,400.00	**$100.00**	$40,000.00
14	36" Pipe, PC 200, DR-21, C905	400	ft	**$151.16**	$60,464.00	$155.00	$62,000.00	$155.00	$62,000.00



FY19-021 UT PVC Pipe Supply
Tenoch Distribution LLC
Supplier Response

Event Information

Number:	FY19-021 UT PVC Pipe Supply
Title:	FY19-021 UT PVC Pipe Supply
Type:	Request For Proposal
Issue Date:	11/6/2018
Deadline:	11/26/2018 05:00 PM (CT)
Notes:	Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a six month supply contract for the purchase of PVC pipe used by the Utilities Department.

Contact Information

Contact: Juan Arriaga
Address: 5816 Daugherty
Utilities
Laredo, TX 788041
Phone: (956) 721-2013 x
Email: jarriaga@ci.laredo.tx.us

Tenoch Distribution LLC Information

Contact: Rolando Venegas
Address: 6740 Low Bid Lane #2
San Antonio, TX 78250
Phone: (210) 971-8323
Fax: (844) 361-8847
Email: rvenegas@tenochdistribution.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Rolando Venegas
Signature

Rvenegas@TENOCHdistribution.com
Email

Submitted at 11/25/2018 11:01:53 AM

Bid Attributes

1 Award by Total

This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

Yes

2 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

3 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

TENOCH Distribution LLC

4 State how long under has the business been in its present business name

3 years

5 If applicable, list all other names under which the Business identified above operated in the last five years

n/a

6 State if the Company is a certified minority business enterprise

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

7 Questions Part 1

1) Is any litigation pending against the Business?
2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?
3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting?
4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?
5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

n/a

8 Questions Part 2

1) Is the Business in arrears in any contract or debt?
2) Has the Business been a defaulter, as a principal, surety, or otherwise?
3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

n/a

9 State if the Company is a certified minority business enterprise

Historically Underutilized Business (HUB)

10 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.
Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.
The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.
The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.
The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

11 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity.
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

13 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

14 **This is a**

New Submission

15 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Rolando Venegas

16 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

Rolando Venegas
Rvenegas@TENOCHDistribution.com
210.289.7804 mobile

17 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

TENOCH Distribution LLC

18 **Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

19 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

20 **Question 5. List any individuals or entitites that will be subcontractors on this contract**

Not Applicable

21 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

22 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

23 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

24 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

25 **Question 7. Disclosure of policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

26 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

27 **Question 8. Discloure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

28 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

29 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section

30 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

31 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I have acknowledge that I have been advised

32 **Question 11. Oath**

Please complete in this section the required information for your company:
1) Name
2) Title
3) Company or DBA
4) Date

Rolando Venegas
Outside Sales
TENOCH Distribution LLC.
11-25-18

33 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

I swear or affirm information is correct

34 **Company Information Questionnaire**

I have completed this section

35 **Conflict of Interest Questionnaire**

I have completed this section

36	**Non-Collusive Affidavit** I have completed and included this form
37	**Discretionary Contracts Disclosure** I have completed this section

38 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

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.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form

39 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications,

or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.
All protests must be duly submitted via Certified Mail to:
City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS
(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT
a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT
(a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the

successful bidder will be determined by choosing lots at the City Council meeting chambers.
(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
11.0 PAYMENT & INVOICING
(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

I Agree to the Terms and Conditions

40 **Terms and Conditions Request for Proposals**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS

These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

GENERAL CONDITIONS
Vendors are required to submit Proposals upon the following expressed conditions:
(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.
(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor 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) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1. 0 PREPARATION OF PROPOSALS
Proposals will be prepared in accordance with the following:
(a) All information required by the proposal form shall be furnished. The vendor shall print or type the business name and manually sign the schedule.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
(d) Proposed delivery time must be shown and shall include business days.
(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED PROPOSALS
(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street, Laredo, Texas 78040.
(b) Proposals forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.
(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.
(d) Proposals must be valid for a period of ninety days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.
(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS
The City may reject a proposal if:
(a) Vendor misstates or conceals any material fact in the proposal.
(b) Proposal does not strictly conform to the law or the requirements of the proposal.
(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS
Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS
Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing no later than ten (10) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT
Miguel A. Pescador
5512 Thomas Avenue
Laredo Texas 78043
mpescador@ci.laredo.tx.us

Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. Should any clarification of the solicitation be deemed necessary by the Purchasing Agent, Any interpretation of the proposal will be made only by an addendum necessary by the Purchasing Agent, a copy of an addendum will be mailed or delivered to each vendor having received of proposal documents. The City will not be responsible for any other interpretations of the proposal During the bid process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to:

CITY OF LAREDO PURCHASING AGENT
Miguel A. Pescador
5512 Thomas Avenue
Laredo Texas 78043
mpescador@ci.laredo.tx.us

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS
(a) Percentage discounts within a certain period of time will be accepted. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date.
Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT
(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.
The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT
The contract will be awarded based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City.

This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor.

The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of

Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable.

The City shall give written notice to the Vendor if any of the following conditions exist: (1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within ten business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING
(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042.
(d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

I Agree to the Terms and Conditions

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Terms and Concitions for Request for Qualifications

GENERAL TERMS AND CONDITIONS FOR STATEMENT OF QUALIFICATIONS

1. GENERAL CONDITIONS

Interested firms (Respondents) are required to submit statements upon the following expressed conditions:

A. Respondents shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a Respondent to request additional compensation.
B. Respondents shall make all investigations necessary to thoroughly inform themselves regarding the services being requested. No pleas of ignorance by the Respondent of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Respondent 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 Respondent.
C. Respondents are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

2. PREPARATION OF SUBMITTALS

Submittals shall be prepared in accordance with the following:

A. All information required by the RFQ form shall be furnished. The Respondent shall print or type the business name and manually sign the schedule.
B. Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

3. DESCRIPTION OF SUPPLIES

Not applicable for this request.

4. SUBMISSION OF HAND DELIVERED STATEMENTS

A. Statement of qualifications and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the opening.
B. Unless otherwise noted on the Notice to Respondents cover sheet, all hand delivered statements of qualifications must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.
C. SOQ forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.
D. The City shall pay no costs or other amounts incurred by any entity in responding to this RFQ, or as a result of issuance of this RFQ.

5. REJECTION OF STATEMENT OF QUALIFICATIONS.

The City may reject an SOQ if:

A. Respondent misstates or conceals any material fact in the SOQ.
B. SOQ does not strictly conform to the law or the requirements of the SOQ.
C. Respondent is in arrears on existing contracts or taxes with the City of Laredo.
D. In the event that a Respondent is delinquent in the payment of City of Laredo taxes on the day the SOQ is opened, including state and local taxes, such fact may constitute grounds for rejection of the SOQ or cancellation of the contract. A Respondent is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes
E. No SOQ submitted herein shall be considered unless the Respondent warrants that, upon execution of a contract with the City of Laredo, Respondent will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Respondent will submit such reports as the City may therefore require assuring compliance with said practices.
F. The City may reject all SOQs or any part of an SOQ whenever it is deemed necessary.

6. WITHDRAWAL OF STAMENT OF QUALIFICATIONS

SOQs may not be withdrawn after they have been publicly opened, unless approved by the City Council.

7. LATE PROPOSALS OR MODIFICATIONS

SOQs and modifications received after the time set for the proposal receiving deadline will not be considered. Late proposals will be returned to the Respondent unopened.

8. CLARIFICATIONS OR OBJECTION TO STATEMENT OF QUALIFICATIONS

If any person contemplating submitting an SOQ for this contract is in doubt as to the true meaning of the specifications, or other SOQ documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFQ, if made, will be made only by an addendum duly issued and advertised by the Purchasing Agent.

The following sequence of activities must take palace in filing a protest:
To be performed by protesting Respondent: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting Respondent must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting Respondent of the decision.
If the protesting Respondent is not satisfied with the decision of the City Purchasing Officer, such protesting Respondent may appeal to the City Manager of the City of Laredo. If the protesting Respondent cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:
City of Laredo - Purchasing Agent
5512 Thomas Ave.

Laredo, Texas 78041.

9. RESPONDENT DISCOUNTS

Not applicable for this contract.

10. AWARD OF CONTRACT

The selection and award shall be based on the basis of demonstrated competence and qualifications to perform the services; and for a fair and reasonable price. The firm selected will be the firm which, in the opinion of the City, is the best qualified. The professional fees under the contract may not exceed any maximum established by law. The Respondent shall bear the burden of proof of compliance with the City of Laredo specifications.

11. PAYMENTS & INVOICING

All invoices to the City of Laredo have a 30-day term from receipt of completion of services. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us . For more information, please contact Mr. Jorge Jolly, Accounts Payable Manger at (956) 791-7328.

12. CODE OF ETHICS ORDINANCE

Respondents doing business with the City of Laredo shall comply with all applicable provisions of the City of Laredo's Code of Ethics. Ordinance No. 2012-0-126

13. PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

14. NON-COLLUSIVE AFFIDAVIT

The City requires that Respondents submit the attached Non-Collusive Affidavit. The Respondent will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

15. CERTIFICATE OF INTERESTED PARTIES (Form 1295)

The City will require that Respondents submit the attached 1295 form.

16. DISCRETIONARY CONTRACTS DISCLOSURE

The City will require that Respondents submit a Discretionary Contracts Disclosure form. (See attached form)

17. TITLE VI ASSURANCE

The City of Laredo along with the Texas Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. ss 2000d to 2000d-4) and the Regulations, hereby notifies all providers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Statements of Qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in

consideration for an award.

I Agree to the Terms and Conditions

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Insurance Terms and Conditions

INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each0occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Management department.

(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets minumum requirements

43 Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-O-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, 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. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.
S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions

44 **Contract Requirements**

1.CODE OF ETHICS ORDINANCE 2012-0-126
Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.
1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD
A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.
1.3 NON-COLLUSIVE AFFIDAVIT (Attached)
The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.
1.4 CONTRACT DISCLOSURE FORMS (Attached)
The City of Laredo requires the following forms to be completed as a part of this bid for consideration;
1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) **Upon Award of Bid Only**
1.5 CONFLICT OF INTEREST FORMS (Attached)
Conflict of Interest Disclosure:
A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.
1.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)
Certificate of Interested Parties (Form 1295)
Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

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.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I have read and understand this section

Bid Lines

1	2" Pipe, 20' joints with Bell– PC 200 DR-21 (IPS-O.D.)					
	Quantity: 2000	UOM: ft		Unit price:	$0.50	Total: $1,000.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*					
2	3" Pipe, 20' joints with Bell– PC 200 DR-21 (IPS-O.D.)					
	Quantity: 200	UOM: ft		Unit price:	$1.10	Total: $220.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*					
3	4" Pipe, PC305, DR-14, C900					
	Quantity: 200	UOM: ft		Unit price:	$3.10	Total: $620.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*					
4	6" Pipe, PC305, DR-14, C900					
	Quantity: 10000	UOM: ft		Unit price:	$4.98	Total: $49,800.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*					
5	8" Pipe, PC305, DR-14, C900					
	Quantity: 30000	UOM: ft		Unit price:	$8.40	Total: $252,000.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*					
6	10" Pipe, PC305, DR-14, C900					
	Quantity: 3000	UOM: ft		Unit price:	$12.79	Total: $38,370.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*					
7	12" Pipe, PC305, DR-14, C900					
	Quantity: 6000	UOM: ft		Unit price:	$17.98	Total: $107,880.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*					
8	14" Pipe, PC 235, DR-18, C905					
	Quantity: 400	UOM: ft		Unit price:	$22.60	Total: $9,040.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*					
	Note: PVC Pipe, DR-18, DR-21, C905					
9	16" Pipe, PC 235, DR-18, C905					
	Quantity: 9000	UOM: ft		Unit price:	$24.98	Total: $224,820.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*					
	Note: PVC Pipe, DR-18, DR-21, C905					
10	18" Pipe, PC 235, DR-18, C905					
	Quantity: 200	UOM: ft		Unit price:	$36.64	Total: $7,328.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*					
	Note: PVC Pipe, DR-18, DR-21, C905					

11	20" Pipe, PC 235, DR-18, C905					
	Quantity: 2000	UOM: ft	Unit price:	$39.72	Total:	$79,440.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*					
	Note: PVC Pipe, DR-18, DR-21, C905					
12	24" Pipe, PC 235, DR-18, C905					
	Quantity: 3000	UOM: ft	Unit price:	$55.71	Total:	$167,130.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*					
	Note: PVC Pipe, DR-18, DR-21, C905					
13	30" Pipe, PC 235, DR-18, C905					
	Quantity: 400	UOM: ft	Unit price:	$118.89	Total:	$47,556.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*					
	Note: PVC Pipe, DR-18, DR-21, C905					
14	36" Pipe, PC 200, DR-21, C905					
	Quantity: 400	UOM: ft	Unit price:	$151.16	Total:	$60,464.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*					
	Note: PVC Pipe, DR-18, DR-21, C905					

Response Total: $1,045,668.00

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

PVC PIPE SUPPLY CONTRACT
UTILITIES DEPARTMENT
CITY OF LAREDO

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a six month supply contract for the purchase of PVC pipe used by the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on November 26, 2018; and all bids received will be opened and read publicly at 9:00 AM at the Office of the City Secretary on November 27, 2018.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: PVC Pipe Supply Contract – Utilities Department
FY19-021

Bids are to be mailed:	Hand Delivered:	Online via Cit-E-Bid
City of Laredo – City Secretary **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**	https://cityoflaredo.ionwave.net/Login.aspx Cit-E-Bid [redacted]

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a six month supply contract for the purchase of PVC pipe used by the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 6 DAY of November, 2018.

for: Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of **sixty (60), or up to ninety (90) days**. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) *ANNUAL SUPPLY/SERVICE CONTRACTS*: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to

purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to primary and secondary lowest responsive responsible bidder(s), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager
956-791-7328

jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each0occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
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9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Management department.

(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

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.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DEBARMENT CLAUSE

The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal, State or local procurement contracts and/or programs (under Executive Order 12549, "Debarment and Suspension"). By executing this agreement, the contractor/vendor certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal, State or local procurement contracts and/or Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

PVC PIPE SUPPLY CONTRACT
UTILITIES DEPARTMENT
CITY OF LAREDO

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a six month supply contract for the purchase of PVC pipe used by the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com. Bidders should read the specifications carefully.

15.0 General Conditions:

15.1 Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents to ensure accurateness. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the requested specifications. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

15.3 All forms stated under section 13.4 of the City of Laredo Terms & Conditions must be completed and submitted for bid consideration. There will be no substitutions, replacements, overruns, or back orders on any items. **Shipping & handling** or freight must be included on bid price schedule. No partial shipments will be accepted. **Additional charges** if any must be disclosed within the bid price schedule. Additional fees may include but are not limited to: any surcharges, setup fees, printing, stitching, hemming, alterations, professional fees, service fees, environmental fees, etc. **Note:** Any fees may be absorbed into unit price without additional statement. Undisclosed fees, charges, or other shall not be paid or considered if not disclosed or

15.4 Bids will be awarded based on primary and secondary **lowest responsible bidder(s)**, for the **items/supplies detailed in section 15.0**. Items are contingent to quantities based on funding, listed quantities are an estimate and the City of Laredo may order more or less upon request.

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

15.5.1 Vendor will be responsible for all shipping and handling. Vendor must have a sufficient stock of items/supplies to meet the needs of the City of Laredo. When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

15.5.2 Pricing shall remain constant for a period of six months. Price increases shall be allowed at renewal based on best available information from Oil Price Information Service (OPIS). For more information please see the following link, https://www.opisnet.com/ . Any price increases shall include comprehensive detailed reports as to previous pricing, current pricing, increases, comparisons and any available predictions/forecasting.

15.5.3 Any and all materials purchased through this bid shall be in accordance with applicable laws of Texas Commission on Environmental Quality (TCEQ), Environmental Protection Agency (EPA), and any applicable Federal and State laws to be in compliance with any issues of public safety.

16.0 Scope of Work

The City of Laredo is seeking to establish pricing for PVC pipe and related products in various size and lengths that shall be shown in **Tab-B**.

16.1 Based on previous use the City of Laredo reserves the right to purchase an additional 10,000 feet of 8" PC305, DR14, C900 PVC pipe as needed. Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

16.2 All questions for this bid shall be submitted in writing or by email no later than, November 19, 2018 to the following contacts:

Utilities – Water Distribution Contacts
Mauro Perez (956) 721-2013 or email mperez@ci.laredo.tx.us
Juan Arriaga (956) 721-2013 or email jarriaga@ci.laredo.tx.us

Finance – Purchasing Contacts
Horacio Lopez IV, Administrative Assistant, hlopez@ci.laredo.tx.us
*Note: Keep all contacts copied on any correspondence.

17.0 Specifications for PVC C900 and C905 Pipe

17.1 Physical Requirements for AWWA C900 Pipe

Material: Pipe compound shall meet cell class 12454 per ASTM D1784 "Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds."

Standard Laying Lengths: Standard laying lengths shall be 20 ft. (±1") for all sizes.

Hydrostatic Test: Each length of pipe, including the joint, shall be tested to two times the pressure class of the pipe for a minimum of 5 seconds at the pressure listed in the table below.

PC 165 DR25, Hydrostatic Test: 330 psi
PC 235 DR18, Hydrostatic Test: 470 psi
PC 305 DR 14, Hydrostatic Test: 610 psi

Quick Burst Test: Randomly selected samples tested in accordance with ASTM D1599 shall withstand the pressures listed below when applied in 60 to 70 seconds.

PC 165 DR25, Burst Test: 535 psi
PC 235 DR18, Burst Test: 755 psi
PC 305 DR14, Burst Test: 985 psi

Agency Listings: Underwriter's Laboratory (UL) Factory Mutual (FM) ANSI/NSF 61

17.1.1 Short Form Specification for AWWA C900

This specification designates general requirements for Polyvinyl Chloride (PVC) water distribution pipe in sizes 4-inch through 12-inch, with integral bell and spigot joints for the conveyance of water and other liquids.

Pipe: Pipe shall meet the requirements of AWWA C900 "Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4-Inch through 12-Inch, for Water Distribution."

17.1.2 Other Requirements: • Provisions must be made for expansion and contraction at each joint with an elastomeric seal. • The bell shall consist of an integral thickened wall section with an elastomeric seal. The wall thickness in the bell section shall conform to the requirements of Section 6.2 of ASTM D3139, "Standard Specification for Joint for Plastic Pressure Pipes Using Flexible Elastomeric Seals."

• When used for potable water systems, pipe shall meet the requirements of ANSI/NSF 61 "Drinking Water System Components — Health Effects." • The pipe shall be manufactured to cast iron outside diameters (CIOD) in accordance with AWWA C900.• The seal shall meet the requirement of ASTM F477 "Standard for Elastomeric Seals (Gaskets) for Joining Plastic Pipe."

17.2 Physical Requirements for AWWA C905

Material: Pipe compound shall meet cell class 12454 per ASTM D1784 "Standard Specification for Polyvinyl Chloride (PVC) Compounds and Chlorinated Polyvinyl Chloride (CPVC) Compounds."

Standard Laying Lengths: Standard laying lengths shall be 20 ft. (±1") for all sizes.

Hydrostatic Test: Each length of pipe, including the joint, shall be tested to two times the pressure rating of the pipe for a minimum of 5 seconds at the pressure listed in the table below.

PC 165 DR25, Hydrostatic Test: 330 psi
PC 235 DR18, Hydrostatic Test: 470 psi
PC 305 DR 14, Hydrostatic Test: 610 psi

Agency Listing: ANSI/NSF 61

17.2.1 Short Form Specification for AWWA C905 Pipe

This specification designates general requirements for Polyvinyl Chloride (PVC) water transmission and distribution pipe in sizes 14-inch through 24-inch, with integral bell and spigot joints for the conveyance of water and other liquids.

Pipe: Pipe shall meet the requirements of AWWA C905 "Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14-inch through 48-inch, for Water Transmission and Distribution".

17.2.2 Other Requirements: • Provisions must be made for expansion and contraction at each joint with an elastomeric seal. • The bell shall consist of an integral thickened wall section with an elastomeric seal. The wall thickness in the bell section shall conform to the requirements of Section 6.2 of ASTM D3139, "Standard Specification for Joint for Plastic Pressure Pipes Using Flexible Elastomeric Seals." • When used for potable water systems, pipe shall meet the requirements of ANSI/NSF 61 "Drinking Water System Components — Health Effects." • The pipe shall be manufactured to cast iron outside diameters (CIOD) in accordance with AWWA C905.• The seal shall meet the requirements of ASTM F477 "Standard for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

18.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us or hlopez@ci.laredo.tx.us

17.1 The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

19.0 Term of Contract

The term of this contract shall be for a period of six (6) months beginning at the date of execution. The contract may be extended for six, additional six (6) month periods each upon mutual agreement of the City and the vendor. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (30) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of

this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

19.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another sixty day period.

19.2 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

20.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

21.0 Required Forms and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Checklist

☐ **Tab A - Company Information Questionnaire**

☐ **Tab B - Signed Price Schedule**

☐ **Tab C - Conflict of Interest Questionnaire**

☐ **Tab D - Non-Collusive Affidavit**

☐ **Tab E – Discretionary Contracts Disclosure**

☐ **Tab F – Certificate of Interested Parties (Form 1295)**

22.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No. If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

23.0 Tab B Price Schedule

	Description	Estimated Qty.	UoM	Mfg./Brand Name	Unit Price/ft.	Extended Price
1	2" Pipe, 20' joints with Bell– PC 200 DR-21 (IPS-O.D.)	2,000	ft		$	$
2	3" Pipe, 20' joints with Bell– PC 200 DR-21 (IPS-O.D.)	200	ft		$	$
3	4" Pipe, PC305, DR-14, C900	200	ft		$	$
4	6" Pipe, PC305, DR-14, C900	10,000	ft		$	$
5	8" Pipe, PC305, DR-14, C900	30,000	ft		$	$
6	10" Pipe, PC305, DR-14, C900	3,000	ft		$	$
7	12" Pipe, PC305, DR-14, C900	6,000	ft		$	$
	PVC Pipe, DR-18, DR-21, C905					
8	14" Pipe, PC 235, DR-18, C905	400	ft		$	$
9	16" Pipe, PC 235, DR-18, C905	9,000	ft		$	$
10	18" Pipe, PC 235, DR-18, C905	200	ft		$	$
11	20" Pipe, PC 235, DR-18, C905	2,000	ft		$	$
12	24" Pipe, PC 235, DR-18, C905	3,000	ft		$	$
13	30" Pipe, PC 235, DR-18, C905	400	ft		$	$
14	36" Pipe, PC 200, DR-21, C905	400	ft		$	$
				Total		$

Contractors Hours of Operation

Bidder's business hours: From: _____a.m. to _____p.m.

Days of week: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder -- General Terms and Conditions, pricing and all specifications listed on this document."

24.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-790-1825

► check box if applicable ◄

☐ **I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.**

Name _____ Signature _____ Date _____

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

25.0 Tab D **AFFIDAVIT**

Project:_____

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

_____
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this_____day of _____20_____.

_____
Notary Public

My commission expires:

_____

26.0 Tab D – Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

26.1 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.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

26.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

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

1. **Name of business entity filing form, and the city, state, and country of the business entity's place of business.**

2. **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

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 goods or services to be provided under the contract.**

4. Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5. Check only if there is NO Interested Party. ☐

6. **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is trued and correct.

_____
Signature of Authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/05/2015

27.0 Tab E – Discretionary Contracts Disclosure

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First _____ M.I. _____ Last _____ Suffix _____

***2. Contract Information.**

a) Contract or Project name(s): _____

b) Originating Department(s): _____

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Name (Print)	Signature	Name (Print)	Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): _____

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: _____

_____

_____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

_____

_____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner of officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: _____

_____

_____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: _____

_____

_____

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Name (Print)	Signature	Title
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered.
If necessary to mail, send to:
City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

28.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on November 26, 2018; and all bids received will be opened and read publicly at 9:00 AM at the Office of the City Secretary on November 27, 2018.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: PVC Pipe Supply Contract – Utilities Department
FY19-021

Bids are to be mailed:	Hand Delivered:	Online via Cit-E-Bid
City of Laredo – City Secretary **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**	https://cityoflaredo.ionwave.net/Login.aspx Cit-E-Bid [redacted]

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

Utilities **d.**

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pesador, Purchasing Agent

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SUBJECT

Consideration to renew contract FY14-070 with Gutierrez Machine Shop, Laredo, Texas in an amount up to $750,000.00 for professional welding services for the Utilities Department. The services requested include site repairs to various water and wastewater treatment plants, lift stations, and other municipal utility facilities. There was no price increase during the last extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the fifth of six extension periods. All services will be requested on an as needed basis. Funding is available in the Utilities Department Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 8/6/18.

BACKGROUND

This contract establishes a fixed hourly rate for professional services. The welding repair and fabrication services shall include installation, alteration, repair, relocation, replacement, and assembly of, addition to, use or maintenance of any metal products. The services requested include site repairs to the various water and wastewater treatment plants, lift stations, and other municipal utility facilities. There was no price increase during the last extension period.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year period each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the

contract may be renewed month to month until a new contract is executed.

Current Pricing:

Description	Gutierrez Machine Shop Laredo, TX Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	559-4210-533-2030
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Fiscal Year:	2019
Bugeted Y/N?:	Yes

Source of Funds:
Account #: 559-4220-533-2030
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2019
Bugeted Y/N?: Yes
Source of Funds:
Account #: 557-4130-533-2030
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2019
Bugeted Y/N?: Yes
Source of Funds:
Account #: 557-4120-533-2030
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

FY14-070 Contract

City of Laredo
Purchasing Division
Renewal Notice

July 16, 2019

Mr. Moises Gutierrez,
Gutierrez Machine and Welding Shop
201 W. Ryan Street
Laredo, Texas 78041

Re: FY14-070 Welding Repair & Fabrication Services
Contract Renewal
Extension V

Dear Mr. Gutierrez,

A contract for providing professional welding services was awarded to your company on 8/04/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the fifth of six extension periods.

Current Contract Pricing

Description	Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador for
Purchasing Agent

Xc: Purchasing File

Gutierrez Machine & Welding Shop

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Moises Gutierrez Jr.

Date: 7-16-19

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

City of Laredo
Purchasing Division
Renewal Notice

July 16, 2019

Mr. Moises Gutierrez,
Gutierrez Machine and Welding Shop
201 W. Ryan Street
Laredo, Texas 78041

Re: FY14-070 Welding Repair & Fabrication Services
Contract Renewal
Extension V

Dear Mr. Gutierrez,

A contract for providing professional welding services was awarded to your company on 8/04/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the fifth of six extension periods.

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Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador *for*
Purchasing Agent

Xc: Purchasing File

Gutierrez Machine & Welding Shop

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

City of Laredo
Purchasing Division

Letter of Award

August 7, 2018

Mr. Moises Gutierrez,
Gutierrez Machine and Welding Shop
201 W. Ryan Street
Laredo, Texas 78041

Re: Professional Welding Services
FY14-070: Extension IV
Approved by City Council on August 6, 2018

Dear Mr. Gutierrez,

This is to inform you that the contract renewal for FY14-070 was approved by City Council on August 6, 2018. The term of this contract shall be for a period of one year. This is the fourth of six extension periods.

Services under contract:

Description	Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc. Purchasing Division

City Council-Regular **37.**

Meeting Date: 08/06/2018

Initiated By: Martin Aleman, Executive Director of Finance and Technology

Staff Source: Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew existing contract FY14-070 to Gutierrez Machine Shop, Laredo, Texas in an amount up to $750,000.00 for professional welding services for the Utilities Department. The services requested include site repairs to various water and wastewater treatment plants, lift stations, and other municipal utility facilities. There will be no price increase during this extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the fourth of six extension periods. All services will be requested on an as needed basis. Funding is available in the Utilities Department Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 8/7/17.

BACKGROUND

This contract establishes a fixed hourly rate for professional services. The welding repair and fabrication services shall include installation, alteration, repair, relocation, replacement, and assembly of, addition to, use or maintenance of any metal products. The services requested include site repairs to the various water and wastewater treatment plants, lift stations, and other municipal utility facilities. There was no price increase during the last extension period.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year period each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the

contract may be renewed month to month until a new contract is executed.

Current Pricing:

Description	Gutierrez Machine Shop Laredo, TX Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
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Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2018

Bugeted Y/N?: Yes

Source of Funds:

Account #: 559-4210-533-2030

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Fiscal Year: 2018

Bugeted Y/N?: Yes

Source of Funds:	
Account #:	559-4220-533-2030
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2018
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	557-4130-533-2030
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2018
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	557-4120-533-2030
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Attachments

FY14-070 Contract

City of Laredo
Purchasing Division
Renewal Notice

July 13, 2018

Mr. Moises Gutierrez,
Gutierrez Machine and Welding Shop
201 W. Ryan Street
Laredo, Texas 78041

Re: FY14-070 Welding Repair & Fabrication Services
Contract Renewal
Extension IV

Dear Mr. Gutierrez,

A contract for providing professional welding services was awarded to your company on 8/04/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the fourth of six extension periods.

Current Contract Pricing

Description	Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
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Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
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Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Gutierrez Machine & Welding Shop

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Moises Gutierrez Sr.

Date: 7-16-18

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
TWFG Insurance
4639 Corona Dr.
Suite 63
Corpus Christi TX 78411

CONTACT NAME: Tammy Brown
PHONE (A/C, No, Ext): 361-993-9400 **FAX (A/C, No):** 866-945-9556
E-MAIL ADDRESS: tammy@twfg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Catlin Specialty Insurance Co (A ~ XV)	15989
INSURER B: Unitrin County Mutual (A ~ XI)	29351
INSURER C: Texas Mutual Insurance Co (A ~ XV)	22945
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Gutierrez Machine & Welding Shop
Moises Gutierrez
201 West Ryan Street
Laredo TX 78041

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	X	X	6000001087	03/22/2018	03/22/2019	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X	X	4155173	02/22/2018	02/22/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
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	0001321753	03/22/2018	03/22/2019	☒ WC STATU-TORY LIMITS ☐ 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The certificate holder is listed as addional insured on the auto and liability policies and there is a waiver of subrogation listed on all policies.

CERTIFICATE HOLDER

City of Laredo
1102 Bob Bullock Loop
Laredo, TX 78043

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
Tammy Brown

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The ACORD name and logo are registered marks of ACORD

Tania Herrera

From: Minerva Corona
Sent: Wednesday, March 28, 2018 1:15 PM
To: Brenda A. Martinez
Cc: Claudia Y. Poblano; Tania Herrera; Irene Martinez
Subject: RE: Certificate for Gutierrez Machine & Welding shop

The insurance is ok just we need to add this verbiage to the PO:

1. Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate).
2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.
3. Commercial Automobile Liability insurance at minimum combined single limits of 1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
4. The City of Laredo shall be named as an additional insured with respect to all liability policies.
5. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers Compensation, and all liability policies.

This will serve as a written contract
Signature_____

Mindy

From: Brenda A. Martinez
Sent: Wednesday, March 28, 2018 9:49 AM
To: Minerva Corona
Cc: Claudia Y. Poblano; Tania Herrera; Irene Martinez
Subject: FW: Certificate for Gutierrez Machine & Welding shop

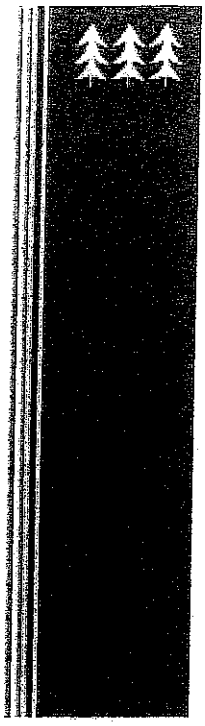
Good morning Mindy,

Attached find the insurance for Gutierrez Machine Welding Shop. This is for Landfill department for welding repair and fabrication services.
It is for $40,000 for the term march 14, 2018 to September 30, 2018

Please advise if insurance is apporoved.

Thank you,

Brenda Martinez
Administrative Assistant II
City of Laredo Purchasing Division
5512 Thomas Ave.
Laredo, TX 78041
TEL: (956) 794-1737
FAX: (956) 791-1805



TWFG™

Bobbie Gail Torres Insurance

Our Policy is Caring™

Tammy Brown
Commercial Agent

tammy@twfg.com

Office: 361-993-9400
Fax: 1-866-945-9556

4639 Corona Drive, Ste 63
Corpus Christi, TX 78411

twfgcc.com

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Virus-free. www.avg.com

City of Laredo
Purchasing Division

Letter of Award

August 8, 2017

Mr. Moises Gutierrez,
Gutierrez Machine and Welding Shop
201 W. Ryan Street
Laredo, Texas 78041

Re: Professional Welding Services
FY14-070: Extension III
Approved by City Council on August 7, 2017

Dear Mr. Gutierrez,

This is to inform you that the contract renewal for FY14-070 was approved by City Council on August 7, 2017. The term of this contract shall be for a period of one year. This is the third of six extension periods.

Services under contract:

Description	Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc. Purchasing Division

City Council-Regular
Meeting Date: 08/07/2017
Initiated By: Robert Eads, Assistant City Manager
Staff Source: Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew existing contract FY14-070 to Gutierrez Machine Shop, Laredo, Texas in an amount up to $750,000.00 for professional welding services for the Utilities Department. The services requested include site repairs to various water and wastewater treatment plants, lift stations, and other municipal utility facilities. There will be no price increase during this extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the third of six (6) extension periods. All services will be requested on an as needed basis. Funding is available in the Utilities Department Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 8/1/16.

BACKGROUND

This contract establishes a fixed hourly rate for professional services. The welding repair and fabrication services shall include installation, alteration, repair, relocation, replacement, and assembly of, addition to, use or maintenance of any metal products. The services requested include site repairs to the various water and wastewater treatment plants, lift stations, and other municipal utility facilities. There will be no price increase during this extension period.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year period each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Current Pricing:

Description	Gutierrez Machine Shop Laredo, TX Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2017
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	559-4210-533-2030
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Fiscal Year:	2017
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	559-4220-533-2030

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year:	2017
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	557-4130-533-2030
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Fiscal Year:	2017
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	557-4120-533-2030
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Attachments

Contract

City of Laredo
Purchasing Division
Renewal Notice

June 28, 2017

Mr. Moises Gutierrez,
Gutierrez Machine and Welding Shop
201 W. Ryan Street
Laredo, Texas 78041

Re: FY14-070 Welding Repair & Fabrication Services
Contract Renewal
Extension III

Dear Mr. Gutierrez,

A contract for providing professional welding services was awarded to your company on 8/04/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the third of six extension periods.

Current Contract Pricing

Description	Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Gutierrez Machine & Welding Shop

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Moises Gutierrez Jr.

Date: 7-5-17

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

City of Laredo
Purchasing Division
Letter of Award

August 2, 2016

Mr. Moises Gutierrez,
Gutierrez Machine and Welding Shop
201 W. Ryan Street
Laredo, Texas 78041

Re: Professional Welding Services
FY14-070: Extension II
Approved by City Council on August 1, 2016

Dear Mr. Gutierrez,

This is to inform you that the contract renewal for FY14-070 was approved by City Council on August 1, 2016. The term of this contract shall be for a period of one year. This is the second of six extension periods.

Services under contract:

Description	Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us.If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc. Purchasing Division

City Council-Regular
Meeting Date: 08/01/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew existing contract FY14-070 to Gutierrez Machine Shop, Laredo, Texas in an amount up to $750,000.00 for professional welding services for the Utilities Department. The services requested include site repairs to various water and wastewater treatment plants, lift stations, and other municipal utility facilities. There will be no price increase during this extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the second of six extension periods. All services will be requested on an as needed basis. Funding is available in the Utilities Department Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 8/3/15.

BACKGROUND

This contract establishes a fixed hourly rate for professional services. The welding repair and fabrication services shall include installation, alteration, repair, relocation, replacement, and assembly of, addition to, use or maintenance of any metal products. The services requested include site repairs to the various water and wastewater treatment plants, lift stations, and other municipal utility facilities. There will be no price increase during this extension period.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, additional one (1) year period each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Current Pricing:

Description	Gutierrez Machine Shop Laredo, TX Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2016

Bugeted Y/N?: Yes

Source of Funds:

Account #: 559-4210-533-2030

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Fiscal Year: 2016

Bugeted Y/N?: Yes

Source of Funds:

Account #: 559-4220-533-2030

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year:	2016
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	557-4130-533-2030
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Fiscal Year:	2016
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	557-4120-533-2030
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Attachments

FY14-070 Contract

Client#: 24296 MORALMAC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/23/2016

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 The Nitsche Group 143 East Austin Giddings, TX 78942-3299 979 542-3666	CONTACT NAME: PHONE (A/C, No, Ext): 979 542-3666 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Morales Machine Shop and Transportation LLC PO Box 2762 Laredo, TX 78043-2762	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Scottsdale Insurance Company — 41297 INSURER B : Texas Mutual Insurance Company — 22945 INSURER C : Markel American Insurance Compa — 28932 INSURER D : United Fire & Casualty Company — 13021 INSURER E : — INSURER F : —

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			ENS0001718	09/24/2016	09/24/2017	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 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			85313308	09/24/2016	09/24/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
A	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED X RETENTION $0			XNS0001749	09/24/2016	09/24/2017	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001229059	09/24/2016	09/24/2017	X WC STATU-TORY LIMITS 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
A C	Pollution Cargo			ENS0001718 MAXA5IM0050030	09/24/2016 09/24/2016	09/24/2017 09/24/2017	$1,000,000 Occurrence $2,000,000 Aggregate $2,000,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

As per policy provision, The City of Laredo is listed as additional insured in regard to the auto and general liability policies as provided by additional insured endorsement. A waiver of subrogation endorsement is provided to The City of Laredo in regard to the auto, general liability and workers compensation policies as per policy provision. As per policy provision the general liability policy contains an endorsement with Primary and Noncontributory wording.

CERTIFICATE HOLDER

City of Laredo
1102 Bob Bullock LP
Laredo, TX 78043

RECEIVED SEP 28 2016 RISK MANAGEMENT DIVISION

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

R.J. Nitsche

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Horacio Lopez IV

From: Enrique Aldape III
Sent: Thursday, September 29, 2016 10:58 AM
To: Horacio Lopez IV
Subject: FW: Morales Machine Shop
Attachments: DOC092916-001.tif

From: Minerva Corona
Sent: Thursday, September 29, 2016 10:58 AM
To: Enrique Aldape III
Subject: Morales Machine Shop

Approved.

Minerva 'Mindy' Corona
Senior Claims Analyst
City of Laredo
HR Risk Management
1102 Bob Bullock Loop
Laredo, TX 78043
(956) 727-6482
(956) 727-6489 Fax

City of Laredo
Purchasing Division
Renewal Notice

July 7, 2016

Mr. Moises Gutierrez,
Gutierrez Machine and Welding Shop
201 W. Ryan Street
Laredo, Texas 78041

Re: FY14-070 Welding Repair & Fabrication Services
Contract Renewal
Extension II

Dear Mr. Gutierrez,

A contract for providing professional welding services was awarded to your company on 8/04/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the second of six extension periods.

Current Contract Pricing

Description	Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Gutierrez Machine & Welding Shop

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Moises Gutierrez Jr.

Date: 7-8-16

City of Laredo
Purchasing Division
Renewal Notice

July 7, 2016

Mr. Moises Gutierrez,
Gutierrez Machine and Welding Shop
201 W. Ryan Street
Laredo, Texas 78041

Re: FY14-070 Welding Repair & Fabrication Services
Contract Renewal
Extension II

Dear Mr. Gutierrez,

A contract for providing professional welding services was awarded to your company on 8/04/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the second of six extension periods.

Current Contract Pricing

Description	Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Gutierrez Machine & Welding Shop

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

City of Laredo
Purchasing Division

Letter of Award

August 5, 2015

Mr. Moises Gutierrez,
Gutierrez Machine and Welding Shop
201 W. Ryan Street
Laredo, Texas 78041

Re: Professional Welding Services
FY14-070: Extension I
Approved by City Council on August 3, 2015

Dear Mr. Gutierrez,

This is to inform you that the contract renewal for FY14-070 was approved by City Council on August 3, 2015. The term of this contract shall be for a period of one year.

Services under contract:

Description	Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. Please forward a copy of the required certificates of insurance, to my attention. If there are any questions regarding this contract award, please contact me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc. Purchasing Division

City Council-Regular
Meeting Date: 08/03/2015
Initiated By: Jesus Olivares, City Manager
Staff Source: Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew existing contract FY14-070 to Gutierrez Machine Shop, Laredo, Texas in an amount up to $750,000.00 for professional welding services for the Utilities Department. The services requested include site repairs to various water and wastewater treatment plants, lift stations, and other municipal utility facilities. There will be no price increase during this extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. All services will be requested on an as needed basis. Funding is available in the Utilities Department Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 8/5/14.

BACKGROUND

This contract establishes a fixed hourly rate for professional services. The welding repair and fabrication services shall include installation, alteration, repair, relocation, replacement, and assembly of, addition to, use or maintenance of any metal products. The services requested include site repairs to the various water and wastewater treatment plants, lift stations, and other municipal utility facilities. There will be no price increase during this extension period.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for five, additional one (1) year period each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

City of Laredo
Purchasing Division
Renewal Notice

July 14, 2015

Mr. Moises Gutierrez,
Gutierrez Machine and Welding Shop
201 W. Ryan Street
Laredo, Texas 78041

Re: FY14-070 Welding Repair & Fabrication Services
Contract Renewal
Extension I

Dear Mr. Gutierrez,

A contract for providing professional welding services was awarded to your company on 8/04/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of six extension periods.

Current Contract Pricing

Description	Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Gutierrez Machine & Welding Shop

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Moises Gutierrez Sr.

Date: 7-16-15

City of Laredo
Purchasing Division

Letter of Award

August 5, 2014

Mr. Moises Gutierrez,
Gutierrez Machine and Welding Shop
201 W. Ryan Street
Laredo, Texas 78041

Re: Professional Welding Services
Bid FY14-070
Approved by City Council on August 4, 2014

Dear Mr. Gutierrez,

This is to inform you that a contract, in reference to the above bid, has been awarded to your company for professional welding services as required by the City of Laredo. The term of this contract shall be for a period of one year.

Services under contract:

Description	Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
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Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. Please forward a copy of the required certificates of insurance, to my attention. If there are any questions regarding this contract award, please contact me at (956) 790-1825.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc. Purchasing Division

City Council-Regular
Meeting Date: 08/04/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Tomas Rodriguez, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY14-070 to the sole bidder, Gutierrez Machine Shop, Laredo, Texas in an amount up to $750,000.00 for professional welding services for the Utilities Department. The services requested include site repairs to various water and wastewater treatment plants, lift stations, and other municipal utility facilities. Funding is available in the Utilities Department Budget. **(Approved by Finance Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received (1) one bid for the professional services welding contract. The welding repair and fabrication services shall include installation, alteration, repair, relocation, replacement, and assembly of, addition to, use or maintenance of any metal products. The services requested include site repairs to the various water and wastewater treatment plants, lift stations, and other municipal utility facilities. The Utilities Department has reviewed the bid received and is recommending that a contract be awarded to Gutierrez Machine Shop, Laredo, Texas.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for six, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Summary:

Description	Gutierrez Machine Shop Laredo, TX Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2014
Bugeted Y/N?: Yes
Source of Funds:
Account #: 55942105332030
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2014
Bugeted Y/N?: Yes
Source of Funds:
Account #: 55942205332030
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2014
Bugeted Y/N?: Yes
Source of Funds:

Account #: 55741305332030

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2014

Bugeted Y/N?: Yes

Source of Funds:

Account #: 55741205332030

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Bid Tabulation FY14-070
Welding Repair and Fabrication Services
June 17, 2014 @ 3:00 P.M.

Description	Gutierrez Machine & Shop Laredo, Texas 78041 Unit Price
Regular Pay Rate (8AM to 5PM)--Two Man Crew	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)---Two Man Crew	$ 67.50 /Hour
Holiday/Weekend Pay Rate---Two Man Crew	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM---Two Man Crew	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

27.0 **Tab A Bidder Information Questionnaire**

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Gutierrez Machine & Welding Shop

Signature of person authorized to sign bid [signature] Date 6-16-14

Print Name of person authorized to sign bid Moises Gutierrez JR.

Title: Owner

Business Address: 201 W. Ryan St.

City, State, Zip Code: Laredo Texas 78041

Telephone Number: (956) 726-1688 Fax Number: (956) 791-3897

Contact Person Email Address: moisesgms@aol.com

Federal Tax ID Number: 74-2887996

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship ✓ Other: _____

If other state business status: _____

State how long under its present business name: 16 yrs

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / (No.)

Is any litigation pending against the Business? Yes / (No.)

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / (No.)
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / (No.)

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / (No.)

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / (No)

Is the Business in arrears in any contract or debt? Yes / (No)

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / (No.)

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

Small Disadvantaged Business Enterprise (SDBC) Yes (No) Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

28.0 B Contractor's Profile

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

28.1 Provide an overview of your company (years in service, number of employees, etc.).

Gutierrez Machine & Welding Shop has been open since 1988. It currently has 4 employees. We have a Full service Machine Shop and Welding Shop.

28.2 List of specialized equipment which will be used to comply with this contract obligation.

Lathe Machine
Mill Machine
Plasma Cutter
TIG Welder
Mig Welder
3 Fully equipped Work Trucks for on-site Fabricating or Welding Repairs.

28.3 Location of specialized welding shop.

Welding Shop is Located on 201 W. Ryan.
Machine Shop is Located on 201 W. Ryan.

28.4 Are contractor's welding personnel certified? Yes ✓ No ___

How Many? 2 Which Certifications? Structural & Pipe Welding

Expiration dates 2016 Certifying Organization American Welding Society

29.0 Tab C Price Schedule

29.1 Section I Bid Price Schedule

Estimated Numbers of Hours required during a 12 month period	**20,000**
Regular Hourly Price Rate (2 man crew) 8:00 AM to 5:00 PM	$ 45.00 /Hr.
Hourly Overtime Rate (2 man crew) 5:01 PM to 7:59 AM	$ 67.50 / Hr.
Holiday/Weekend Hourly Rate (2 man crew)	$ 67.50 /Hr.
Service Call Cost after 5:01 PM (2 man crew)	$ 67.50 /Hr.
Machine Shop Service (8:00 AM thru 5:00 PM) Machine Shop Service (After 5:00PM-Weekends, Holidays)	$ 40.00 /Hr. $ 60.00 /Hr.
Work Site Service (8:00 AM thru 5:00 PM) Work Site Service (After 5:00PM-Weekends, Holidays)	$ 45.00 /Hr. $ 67.50 /Hr.

29.2 Expected completion in 2-3 working days per repair or fabrication.

Company Name: Gutierrez Machine & Welding Shop

Owner/President Name: Moises Gutierrez Jr.

Company Address: 201 W. Ryan St.

City, State, Zip Code: Laredo, Texas 78041

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Moises Gutierrez

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

30.0 Tab D Bidder's Past Relationship with the City of Laredo

30.1 Describe you past business relationship with the City of Laredo.

We have worked For the City of Laredo Utilities Department For over 10 years. All Wastewater Plants Water Plants, Lift Stations and water Distribution Dept.

30.2 Provide listing of projects and contracts secured during the last five years other than those secured from the City of Laredo.

Welding Services Contract FY14-059

Pump Repairs Contract FY14-042

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Maises Gutierrez Jr.

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

6-16-14
Date

Tab F

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Moises Gutierrez Jr.
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 16th day of June 2014.

Notary Public

My commission expires:

May 17, 2018

Amy C. Sarli
Notary Public,
State of Texas
Expires:05-17-2018

31.0 Tab E Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Francisco Meza, Purchasing Agent at 956-790-1825

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

WELDING REPAIR & FABRICATION SERVICES
UTILITIES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for providing professional welding services for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on June 16, 2014 and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on June 17, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Welding Repair & Fabrication Services – Utilities Department
FY14- 070

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

Please submit one original signature bid document and two copies

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for providing professional welding services for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on June 16, 2014** and all bids received will be **opened** and read publicly on **June 17, 2014 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Welding Repair & Fabrication Services – Utilities Department
FY14-070

Bids are to be mailed:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 23rd DAY OF MAY 2014.

Gustavo Guevara Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ***ANNUAL SUPPLY/SERVICE CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the vendor who provides the **best value** for the city based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. In all cases liability insurance is required. All other insurance requirements are for those vendors that for any reason will perform any type of work on City of Laredo property.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 NON-COLLUSIVE AFFIDAVIT (ATTACHED)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Formal Invitation for Bids
Welding Repair & Fabrication Services
Utilities Department

14.0 Scope of Work

The City of Laredo seeks to engage professional welding services from a contractor with demonstrated experience in performing professional welding services. The welding repair and fabrication services shall include installation, alteration, repair, relocation, replacement, assembly of, addition to, use or maintenance of any metal products. The services requested include site repairs to the various water and wastewater treatment plants, lift stations, and other municipal utility facilities.

For clarification of specifications please contact the Utilities Department point of contacts:

Mr. Tony Moreno @ (956) 795-2620 or e-mail tmoreno@ci.laredo.tx.us

Mr. Jose Chavarria @ (956) 721-2022 or e-mail jchavarria@ci.laredo.tx.us

Mr. Santos Segura @ (956) 721-2010 or e-mail ssegura@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted in writing or by email to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

15.0 General Requirements

15.1 Bids not submitted on these forms will not be considered. An award to the successful bidder will be made by the City Council.

15.2 The City of Laredo reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to the City of Laredo.

15.3 The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions as stated in this specifications.

15.4 The successful bidder (s) shall furnish all materials, equipment and appurtenances needed to perform the service.

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

15.5.1 Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the requested work. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.5.2 All work must be completed in accordance to established code and city ordinance requirements. The contractor shall secure all necessary permits needed to perform the services requested.

15.6 Invoices submitted for payment shall include a detailed list of the materials used and the cost for those materials.

16.0 Contractor Duties

The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties, without limiting or restricting the volume of services and solely for the convenience of the contractor, the service to be performed shall, in general, comprise the following welding work:

Steel, Stainless Steel, Aluminum, and other alloys

16.1 Shop Work

Covers welding work in the contractor's shop, such as repairs to equipment or items brought to the shop that require welding or fabrication at the shop. Any job which is predominately fabrication in the shop (over 50%) shall be considered shop work even if the job requires field installation of the finished item by the contractor.

16.2 The Contractor shall provide services of competent and/ or certified welders upon request by the manager of the treatment plants and/or his designated representative.

16.3 All welding services and welding equipment/apparatus shall be in compliance with the Department of Labor Occupational Safety and Health Standards, Title 29, Chapter XVII, Part 1910, Subpart Q, Sections 1910.251 through 1910.254 inclusive, the National Fire Code, and all other applicable Federal, State, and/or Local codes and regulations.

16.4 Response time to call to work:

16.4.1 The Contractor must have an available phone to receive all emergency and normal calls from the Utilities Department 24 hours per day, 7 days per week.

16.4.2 The Contractor must respond to an emergency call within one (1) hour.

16.4.3 The Contractor must respond to a normal (i.e., non-emergency) call made between the hours of eight (8) am-five (5) pm Monday thru Friday, within two (2) hours.

16.5 For services rendered, the Contractor must turn in to Treatment Plant Manager and/or his designated representative, a copy of the job's invoice describing worked and parts or materials used.

16.6 The Contractor will bear all expenses for any or all unacceptable work previously completed in an unsatisfactory or faulty manner.

16.7 Whenever possible, all work will be performed during normal Treatment Plant work hours, eight (8) am thru five (5) pm. In the event that work is scheduled after normal working hours, or on a weekend, or on holidays, the contractor will invoice as follows:

16.7.1 If the scheduled hours are for the convenience of the City of Laredo: Overtime rates will apply.

16.7.2 If the scheduled hours are for the convenience of the Contractor: Regular time will apply.

16.7.3 A service call will be billed for a minimum of three (3) hours.

16.8 Work Site General Requirements

The contractor shall, before start of any work, prepare the work site, following all applicable safety precautions. The contractor shall repair to the City's satisfaction and at the contractor's expense any unusual damage to finished surfaces, existing structures and equipment at the site, resulting from the contractor's negligence in performing work under this contract.

16.8.1 The contractor shall possess such state and local permits, licenses and certificates required by law to commence, carry on complete the work.

16.8.2 During the progress of the work, the contractor shall maintain the work site in a neat and sanitary condition. Refuse shall be disposed of sufficiently frequent intervals so that no time there be an unsightly accumulation of debris and/or rubbish. Final cleanup shall include removal of all equipment, surplus material, debris, and rubbish from the work site so that the work site is left in a neat and clean condition.

16.9 The contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized and financed to perform the work specified and required. It is understood and agreed that the Contractor shall act as an independent Contractor in performing the work, maintaining complete control over its employees and all of it subcontractors. The Contractor shall perform all work in an orderly and workmanlike manner. If subcontractors are used by the Contractor, the Contractor shall be fully responsible for their work.

16.10 All materials, equipment, and workmanship are subject to inspection and acceptance or rejection by the City of Laredo Utilities Department. All materials shall be new and if not, specified in detail, of the most suitable grade or kind considering their intended use. All workmanship shall be in accordance with acceptable welding practices.

17.0 Materials

Materials used in work under this contract, such as steel, steel plate, etc. shall be invoiced to the City of Laredo at the contractor's cost. If requested, the contractor shall provide to the City of Laredo original invoices for the contractor-provided material.

18.0 Equipment

The successful bidder must own and been in operation for a minimum of 5 years. Also, the minimum criteria is to have two fully equipped utility vehicles readily available to perform requested welding repairs. Successful bidder must have a machine shop fully equipped to perform all types of machine work. Bidders must include on their bids a complete list of machinery equipment found on their machine shop. They need to include the machine shop business address. Bidders not owning a machine shop must submit a contract document describing the contracted company name and address, type of work contracted, the contract expiration date. These documents must be submitted with their bid. An inspection of the utility vehicles and machine shop will take place before awarding the contract.

19.0 Warranty

A minimum of twelve (12) month warranty period from the date that City of Laredo accepts equipment shall be provided for all repairs. If a failure occurs due to a defect in materials and/or workmanship, the warranty shall re-new at startup so that a full twelve (12) months of warranty is possible. The warranty period shall cover all defects in workmanship and/or materials.

20.0 Job Completion

Job completion time for typical repairs under the terms and conditions of this contract are five days from date of job order.

Bidder's business hours: From: _____a.m. to _____p.m.

Days of week: _____

21.0 Final Inspection

When the work has been completed and at a time mutually agreeable to the City of Laredo and the Contractor, a designated Utilities Department employee shall make a final inspection of the work as to the acceptability and completeness of the work.

22.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for six, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

23.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

24.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

25.0 Award of Contract

Submission and award of contract shall be based on the "Terms and Conditions of the Invitation for Bids" which is attached and make part of these specifications. This contract will be awarded to the bidder or bidder (s) that provides the ***best value*** to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

In determining the ***best value*** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

The following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

Section	Criteria	Weighted %
I	Contractor's Profile, Qualifications, Experience & Equipment	40%
II	An evaluation of the pricing to the City of Laredo.	50%
III	The bidder's past relationship with the City of Laredo /other governmental Agencies.	10%

Rating of Definitions for 10 point Method

Points	**Rating**	**Definition**
0	Unsatisfactory	Does not satisfy criteria in specifications.
1	Very Poor to Unsatisfactory	
2	Very Poor	Meets elements of some criteria minimally.
3	Poor to Very Poor	
4	Poor	Meets some criteria at minimum acceptable level.
5	Average to Poor	
6	Average	Adequately meets most criteria.
7	Good to Average	
8	Good	Exceeds minimum criteria.
9	Very Good	Provides benefits to the entity in addition to all required criteria.
10	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Section	Criteria	0-10 Points	Weighted %	Points x Weight
I	Contractor's Profile, Qualifications, Experience & Equipment	8	40%	3.2
II	An evaluation of the pricing to the City of Laredo.	6	50%	3.0
III	The bidder's past relationship with the City of Laredo /other governmental Agencies.	8	10%	0.8
			Total Raw Point	**7.0**
			Total Raw Point x 10 (True Evaluation Points) Evaluation Score	**70**

26.0 Required Submittals

Tab A - Vendor Information Sheet
Completed and Signed by authorized company representative

Tab B – Contractor's Profile

Tab C – Pricing Information

Tab D – Bidders Past Relationship

Tab E – Conflict of Interest Questionnaire

Tab F – Non-Collusive Affidavit

27.0 Tab A Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No. If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

28.0 B Contractor's Profile

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

28.1 Provide an overview of your company (years in service, number of employees, etc.).

_____

_____

_____

_____

_____

_____

28.2 List of specialized equipment which will be used to comply with this contract obligation.

_____

_____

_____

_____

_____

_____

_____

_____

28.3 Location of specialized welding shop.

_____

_____

_____

_____

28.4 Are contractor's welding personnel certified? Yes _____ No____

How Many? _____ Which Certifications? _____

Expiration dates_____ Certifying Organization_____

29.0 Tab C Price Schedule

29.1 Section I Bid Price Schedule

Estimated Numbers of Hours required during a 12 month period	**20,000**
Regular Hourly Price Rate (2 man crew) 8:00 AM to 5:00 PM	$ _____ /Hr.
Hourly Overtime Rate (2 man crew) 5:01 PM to 7:59 AM	$ _____ / Hr.
Holiday/Weekend Hourly Rate (2 man crew)	$ _____ /Hr.
Service Call Cost after 5:01 PM (2 man crew)	$ _____ /Hr.
Machine Shop Service (8:00 AM thru 5:00 PM) Machine Shop Service (After 5:00PM-Weekends, Holidays)	$ _____ /Hr. $ _____ /Hr.
Work Site Service (8:00 AM thru 5:00 PM) Work Site Service (After 5:00PM-Weekends, Holidays)	$ _____ /Hr. $ _____ /Hr.

29.2 Expected completion in _____ working days per repair or fabrication.

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

30.0 Tab D Bidder's Past Relationship with the City of Laredo

30.1 Describe you past business relationship with the City of Laredo.

30.2 Provide listing of projects and contracts secured during the last five years other than those secured from the City of Laredo.

31.0 Tab E Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Francisco Meza, Purchasing Agent at 956-790-1825

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

_____ _____
Signature of person doing business with the governmental entity Date

Tab F

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

_____
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this_____day of_____20_____.

_____
Notary Public

My commission expires:

_____

Utilities **e.**

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

---

SUBJECT

Consideration to renew contract FY18-081 with Test America Laboratories, North Canton, Ohio in an amount of up to $350,000.00 to provide laboratory analytical services for water and wastewater samples in accordance to Environmental Protection Agency (EPA) approved standard methods. Sample testing is done on a daily, monthly, and quarterly basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the first of two extension periods. Funding is available in the Utilities Department Budget, Water and Wastewater Treatment Divisions.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 8/20/18.

BACKGROUND

This contract provides laboratory analytical services for water and wastewater samples for the Utilities Department. The testing laboratory is currently responsible for sample handling, analysis, and reporting on a wide range of environmental parameters in soil, water, and sludge samples for both water and wastewater applications. There was no price increase during the last extension period. This is the first of two extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts

shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Tables under contract

Table AA
Table A-Sludge Permit
Table B-Sludge TCLP (as per 40 CFR 261 Appendix II)
Table C-Sludge Pathogens
Table D-Soil
Table E- W.W. Groundwater Group A
Table F- W.W. Groundwater Group B
Table G- W.W. Metals
Table H-Root Zone Nutrients
Table I-W.W. Priority Pollutants
Table J-W.T. Metals Group A
Table K – W.T. Metals Group B
Table L- W.T. Pesticides/Herbicides
Table M- W.T. TTHM
Table N- W.T. HAA
Table O- W.T. TOC
Table OO- W.T. SUVA
Table OOO- W.T. SUVA
Table P- W.T. Radionuclides
Table Q- W.W. Process Control
Table R- W.T. Ion Analysis
Table S- Microbiology
Table T- Industrial Pretreatment
Table U- Storm Water Multi-sector General Permit

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

	Fiscal Impact
Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	559-4210-533-5514
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	557-4120-533-5514
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Attachments

Bid Tab FY18-081
Contract FY18-081

						TestAmerica Laboratories, Inc.	
						Total Price	$143,543.899
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended
1	Table AA - Wastewater Sampling Events			1	PKG	**$38,774.00**	$38,774.00
1.1	Sludge Permit			16	EA / Year	**$269.00**	
1.2	Sludge TCLP			6	EA / Year	**$550.00**	
1.3	Sludge Pathogens			4	EA / Year	**$60.00**	
1.4	Soil			18	EA / Year	**$285.00**	
1.5	W. W. Groundwater Group A			32	EA / Year	**$224.00**	
1.6	W. W. Groundwater Group B			16	EA / Year	**$218.00**	
1.7	W. W. Metals			40	EA / Year	**$102.00**	
1.8	Root Zone Nutrients			12	EA / Year	**$117.00**	
1.9	Priority Pollutants			12	EA / Year	**$805.00**	
2	Table AA - Water Sampling Events			1	PKG	**$19,960.00**	$19,960.00
2.1	W. T. Metals Group A			12	EA / Year	**$48.00**	
2.2	W. T. Metals Group B			12	EA / Year	**$62.00**	
2.3	W. T. Pesticides / Herbicides			12	EA / Year	**$250.00**	
2.4	T.T.H.M.			24	EA / Year	**$70.00**	
2.5	H.A.A.-5			24	EA / Year	**$200.00**	
2.6	T.O.C.			48	EA / Year	**$25.00**	
2.7	SUVA			48	EA / Year	**$160.00**	
2.8	Radionuclides Total, a and			2	EA / Year	**$140.00**	
3	Table AA - Miscellaneous Sampling Groups			1	PKG	**$75,429.00**	$75,429.00
3.1	W.W. Permit & Process Control			365	EA / Year	**$165.00**	
3.2	W.T. Ion Analysis			12	EA / Year	**$157.00**	
3.3	Microbiology			32	EA / Year	**$240.00**	
3.4	Industrial Pretreatment			20	EA / Year	**$260.00**	
3.5	Storm Water Multi-Sector Permit			4	EA / Year	**$110.00**	
4	Table A - Sludge Permit			1	PKG	**$277.00**	$277.00
4.1	Arsenic, Total			1	mg/Kg	**$8.00**	
4.2	Cadmium, Total			1	mg/Kg	**$8.00**	
4.3	Chromium, Total			1	mg/Kg	**$8.00**	
4.4	Chromium, Total			1	mg/Kg	**$8.00**	
4.5	Copper, Total			1	mg/Kg	**$8.00**	
4.6	Lead, Total			1	mg/Kg	**$8.00**	
4.7	Molybdenum, Total			1	mg/Kg	**$8.00**	
4.8	Nickel, Total			1	mg/Kg	**$8.00**	
4.9	Selenium, Total			1	mg/Kg	**$8.00**	

4.10	Silver, Total	1	mg/Kg	**$8.00**	
4.11	Zinc, Total	1	mg/Kg	**$8.00**	
4.12	Mercury	1	mg/Kg	**$22.00**	
4.13	Phosphorus	1	mg/Kg	**$8.00**	
4.14	Potassium	1	mg/Kg	**$8.00**	
4.15	Corrosivity (pH – liquids)	1	s.u	**$8.00**	
4.16	Specific Gravity	1	25'C	**$8.00**	
4.17	Total Volatile Solids	1	%	**$10.00**	
4.18	Total Solids	1	%	**$10.00**	
4.19	Ammonia Nitrogen (NH3-N)	1	mg/Kg	**$20.00**	
4.20	Nitrate Nitrogen (NO3-N)	1	mg/Kg	**$15.00**	
4.21	Total NitrogenKjeldahl (TKN)	1	mg/Kg	**$20.00**	
4.22	Total PCB's	1	mg/Kg	**$60.00**	
4.23	Extraction, Extract Clean Up, Determination	1		$0.00	$0.00
5	Table B Sludge TCLP (as per 40 CFR 261 Appe	1	PKG	**$555.00**	$555.00
5.1	Metals	1	mg/L	**$85.00**	
5.2	Pesticides	1	g/L	**$120.00**	
5.3	Herbicides	1	g/L	**$130.00**	
5.4	Volatile Organics	1	g/L	**$70.00**	
5.5	Semi -Volatile Organics	1	g/L	**$150.00**	
6	Table C - Sludge Pathogens	1	PKG	**$60.00**	$60.00
6.1	Fecal Coliforms	1	MPN	**$60.00**	
7	Table D - Soil	1	PKG	**$285.00**	$285.00
7.1	Cationic Exchange Capacity	1	meq/100g	**$40.00**	
7.2	Arsenic, Total	1	mg/Kg	**$8.00**	
7.3	Cadmium, Total	1	mg/Kg	**$8.00**	
7.4	Chromium, Total	1	mg/Kg	**$8.00**	
7.5	Copper, Total	1	mg/Kg	**$8.00**	
7.6	Lead, Total	1	mg/Kg	**$8.00**	
7.7	Nickel, Total	1	mg/Kg	**$8.00**	
7.8	Silver, Total	1	mg/Kg	**$8.00**	
7.9	Zinc, Total	1	mg/Kg	**$8.00**	
7.10	Mercury	1	mg/Kg	**$22.00**	
7.11	Phosphorus	1	mg/Kg	**$8.00**	
7.12	Potassium	1	mg/Kg	**$8.00**	
7.13	pH	1	s.u.	**$8.00**	
7.14	Total Volatile Solids	1	%	**$10.00**	
7.15	Total Solids	1	%	**$10.00**	
7.16	Ammonia Nitrogen	1	mg/Kg	**$20.00**	

7.17	Nitrate Nitrogen	1	mg/Kg	**$15.00**	
7.18	Total Nitrogen Kjeldahl (TKN)	1	mg/Kg	**$20.00**	
7.19	Total PCB's	1	mg/Kg	**$60.00**	
7.20	Extraction, Extract Clean Up, Determination:	1		$0.00	$0.00
8	Table F —WW Groundwater Group B	1	PKG	**$673.025**	$673.025
8.1	Cadmium	0.05	mg/L	**$8.00**	
8.2	Copper	0.05	mg/L	**$8.00**	
8.3	Lead	0.05	mg/L	**$8.00**	
8.4	Nickel	0.05	mg/L	**$8.00**	
8.5	Potassium	0.05	mg/L	**$8.00**	
8.6	Zinc	0.05	mg/L	**$8.00**	
8.7	COD	40	mg/L	**$15.00**	
8.8	Phenolics	0.005	mg/L	**$25.00**	
8.9	TOX	0.15	mg/L	**$70.00**	
8.10	Total PCB's	1	mg/L	**$60.00**	
8.11	Extraction, Extract Clean Up, Determination:	1		$0.00	$0.00
9	Table G – W. W. Metals	1	PKG	**$109.964**	$109.964
9.1	Antimony, Total	0.06	mg/L	**$8.00**	
9.2	Barium, Total	0.06	mg/L	**$8.00**	
9.3	Lead, Total	0.06	mg/L	**$8.00**	
9.4	Nickel, Total	0.06	mg/L	**$8.00**	
9.5	Silicon, Total	0.5	mg/L	**$8.00**	
9.6	Chromium, Total	5	mg/L	**$8.00**	
9.7	Copper, Total	5	mg/L	**$8.00**	
9.8	Mercury, Total	0.002	mg/L	**$22.00**	
9.9	Arsenic, Total	1	mg/L	**$8.00**	
9.10	Cadmium, Total	1	mg/L	**$8.00**	
9.11	Silver, Total	1	mg/L	**$8.00**	
10	Table H – Root Zone Nutrients	1	PKG	**$4,353.80**	$4,353.80
10.1	pH	0.1	S.U.	**$8.00**	
10.2	Potassium	100	mg/kg	**$8.00**	
10.3	Phosphorus	5	mg/kg	**$8.00**	
10.4	Total Nitrogen	100	mg/kg	**$35.00**	
10.5	Conductivity	1	mho/cm	**$8.00**	
10.6	Nitrogen, Nitrate Total (as N)	0.1	mg/K	**$15.00**	
10.7	Nitrogen, Kjeldahl Total (as N)	0.1	mg/K	**$35.00**	
11	Table I W. W. Priority Pollutants	1	PKG	**$1,429.744**	$1,429.744
11.1	Aluminum, Total	20	g/L	**$8.00**	
11.2	Antimony, Total	1.6	g/L	**$8.00**	

11.3	Arsenic, Total	1	g/L	**$8.00**	
11.4	Barium, Total	1	g/L	**$8.00**	
11.5	Beryllium, Total	1	g/L	**$8.00**	
11.6	Cadmium, Total	1	g/L	**$8.00**	
11.7	Chromium, Total	1	g/L	**$8.00**	
11.8	Hex Chromium	1	g/L	**$25.00**	
11.9	Copper, Total	5	g/L	**$8.00**	
11.10	Cyanide, Total	0.02	g/L	**$25.00**	
11.11	Lead, Total	1	g/L	**$8.00**	
11.12	Manganese, Total	20	g/L	**$8.00**	
11.13	Mercury, Total	0.002	g/L	**$22.00**	
11.14	Molybdenum, Total	5	g/L	**$8.00**	
11.15	Nickel, Total	5	g/L	**$8.00**	
11.16	Phenol, Total Recoverable	3	g/L	**$25.00**	
11.17	Selenium, Total	2	g/L	**$8.00**	
11.18	Silver, Total	1	g/L	**$8.00**	
11.19	Thallium, Total	1	g/L	**$8.00**	
11.20	Zinc, Total	10	g/L	**$8.00**	
11.21	Acid Digestion, Total Metals	1	g/L	$0.00	$0.00
11.22	Concentrate ICAP Sx 2x Prior to Analysis	1	g/L	$0.00	$0.00
11.23	Extraction Chlorides Pesticides / PCBsContin	1	g/L	$0.00	$0.00
11.24	Extraction Semi-volatile Compounds Continu	1	g/L	$0.00	$0.00
11.25	Pesticides / PCBs (25 Organochlorine)	0.01	g/L	**$140.00**	
11.26	Semi-volatile Organics (56)	0.5	g/L	**$150.00**	
11.27	Semi-volatile Organics (56)	0.5	g/L	**$150.00**	
11.28	Semi-volatile Organics-Non Standard List 1,2	0.5	g/L	**$150.00**	
11.29	Volatile Organics (27)	2	g/L	**$70.00**	
11.30	Volatile Organics – Non Standard List (2)	5	g/L	**$70.00**	
12	Table J – W. T. Metals Group A	1	PKG	**$96.88**	$96.88
12.1	Arsenic, Total	1	g/L	**$8.00**	
12.2	Barium, Total	0.06	g/L	**$8.00**	
12.3	Cadmium, Total	1	g/L	**$8.00**	
12.4	Chromium, Total	5	g/L	**$8.00**	
12.5	Copper, Total	5	g/L	**$8.00**	
12.6	Iron, Total	0.05	g/L	**$8.00**	
13	Table K – W. T. Metals Group B	1	PKG	**$9.724**	$9.724
13.1	Lead, Total	0.06	mg/L	**$8.00**	
13.2	Manganese, Total	0.05	mg/L	**$8.00**	
13.3	Mercury, Total	0.002	mg/L	**$22.00**	

13.4	Selenium, Total	0.05	mg/L	**$8.00**	
13.5	Silver, Total	1	g/L	**$8.00**	
13.6	Zinc, Total	0.05	mg/L	**$8.00**	
14	Table L – W. T. Pesticides / Herbicides	1	PKG	**$250.00**	$250.00
14.1	Herbicides (Method Full List)	1		**$130.00**	
14.2	Pesticides (Method Full List)	1		**$120.00**	
15	Table M – W. T. TTHM	1	PKG	**$70.00**	$70.00
15.1	Bromoform	1	g/L	$0.00	$0.00
15.2	Chloroform	1	g/L	$0.00	$0.00
15.3	Bromodichloromethane	1	g/L	$0.00	$0.00
15.4	Dibromochloromethane	1	g/L	$0.00	$0.00
15.5	Total Trihalomethanes	1	g/L	**$70.00**	
16	Table N – W. T. HAA - 5	1	PKG	**$200.00**	$200.00
16.1	Chloroacetic acid	1	g/L	$0.00	$0.00
16.2	Dichloroacetic acid	1	g/L	$0.00	$0.00
16.3	Trichloroacetic acid	1	g/L	$0.00	$0.00
16.4	Bromoacetic acid	1	g/L	$0.00	$0.00
16.5	Dibromoacetic acid	1	g/L	$0.00	$0.00
16.6	Total regulated Haloacetic acids	1	g/L	**$200.00**	
16.7	Bromochloroacetic acid	1	g/L	$0.00	$0.00
17	Table O – W. T. TOC	1	PKG	**$2.50**	$2.50
17.1	Total Organic Carbon	0.1	mg/L	**$25.00**	
18	Table OO– W. T.Distribution- Lead & Copper	1	PKG	**$0.018**	$0.018
18.1	Lead, Total	0.001	mg/L	**$9.00**	
18.2	Copper, Total	0.001	mg/L	**$9.00**	
19	Table OOO- W.T. SUVA	1	PKG	**$1.60**	$1.60
19.1	Specific Ultraviolet Absorption (SUVA)	0.01	L/mg-M	**$160.00**	
20	Table P – W. T. Radionuclides	1	PKG	**$140.00**	$140.00
20.1	Radionuclides, Gross a	1	pCi/L	**$70.00**	
20.2	Radionuclides, Gross	1	pCi/L	**$70.00**	
20.3	Radionuclides, Total	1	pCi/L	$0.00	$0.00
21	Table Q – W. W. Permit & Process Control	1	PKG	**$205.20**	$205.20
21.1	**B.O.D. - 5	1	mg/L	**$25.00**	
21.2	C.B.O.D. - 5	1	mg/L	**$25.00**	
21.3	***Total Suspended Solids	1	mg/L	**$10.00**	
21.4	Volatile Suspended Solids	1	mg/L	**$10.00**	
21.5	****Ammonia as Nitrogen	0.01	mg/L	**$20.00**	
21.6	Fecal coliform	1	Cfu/100 ml	**$60.00**	
21.7	Chemical Oxygen demand	5	mg/L	**$15.00**	

22	Table R – W. T. Ion Analysis	1	PKG	**$157.00**	$157.00
22.1	Fluoride	1	mg/L	**$15.00**	
22.2	Bromide	1	mg/L	**$15.00**	
22.3	Nitrite	1	mg/L	**$15.00**	
22.4	Nitrate	1	mg/L	**$15.00**	
22.5	Ortho-Phosphate	1	mg/L	**$15.00**	
22.6	Sulfate	1	mg/L	**$15.00**	
22.7	Chloride	1	mg/L	**$15.00**	
22.8	Sodium	1	mg/L	**$8.00**	
22.9	Potassium	1	mg/L	**$8.00**	
22.10	Magnesium	1	mg/L	**$8.00**	
22.11	Ammonium	1	mg/L	**$20.00**	
22.12	Calcium	1	mg/L	**$8.00**	
23	Table S – Microbiology	1	PKG	**$240.00**	$240.00
23.1	Total Coliforms	1		**$60.00**	
23.2	Fecal Coliforms	1		**$60.00**	
23.3	Chromogenic Substrate Total Coliforms	1		**$60.00**	
23.4	Fluorogenic Substrate Fecal Coliforms (E. col	1		**$60.00**	
24	Table T – Industrial Pretreatment	1	PKG	**$260.00**	$260.00
24.1	Fats, Oils & Grease (FOG)	1		**$40.00**	
24.2	TOC (Total Organic Carbon)	1		**$25.00**	
24.3	TOX (Total Organic Halides)	1		**$70.00**	
24.4	B-TEX	1		**$35.00**	
24.5	TPH (Total Petroleum Hydrocarbons)	1		**$40.00**	
24.6	Cyanide	1		**$25.00**	
24.7	Phenols	1		**$25.00**	
25	Table U – Storm Water Multi-sector General	1	PKG	**$4.444**	$4.444
25.1	Arsenic	0.05	mg/L	**$8.00**	
25.2	Barium	0.05	mg/L	**$8.00**	
25.3	Cadmium	0.05	mg/L	**$8.00**	
25.4	Chromium	0.05	mg/L	**$8.00**	
25.5	Copper	0.05	mg/L	**$8.00**	
25.6	Lead	0.05	mg/L	**$8.00**	
25.7	Manganese	0.05	mg/L	**$8.00**	
25.8	Mercury	0.002	mg/L	**$22.00**	
25.9	Nickel	0.05	mg/L	**$8.00**	
25.10	Selenium	0.05	mg/L	**$8.00**	
25.11	Silver	0.05	mg/L	**$8.00**	
25.12	Zinc	0.05	mg/L	**$8.00**	

City of Laredo
Purchasing Division

June 16, 2019

Mr. Chip Meador
Test America Laboratories, Inc.
1733 N. Padre Island Drive
Corpus Christi, Texas 78048

Re: FY18-081 Laboratory Analytical Services
Renewal Extension I

Dear Mr. Meador,

A contract for providing laboratory services for the City of Laredo Utilities department was awarded to your company on 8/20/18. This award provided for the possible extension of this contract for one additional 12 month period with the same contract pricing. This is the first of two extension periods.

Contract Pricing

Table AA	Table L- W.T. Pesticides/Herbicides
Table A-Sludge Permit	Table M- W.T. TTHM
Table B-Sludge TCLP (as per 40 CFR 261 Appendix II)	Table N- W.T. HAA
Table C-Sludge Pathogens	Table O- W.T. TOC
Table D-Soil	Table OO- W.T. SUVA
Table E- W.W. Groundwater Group A	Table OOO- W.T. SUVA
Table F- W.W. Groundwater Group B	Table P- W.T. Radionuclides
Table G- W.W. Metals	Table Q- W.W. Permit & Process Control
Table H-Root Zone Nutrients	Table R- W.T. Ion Analysis
Table I-W.W. Priority Pollutants	Table S- Microbiology
Table J-W.T. Metals Group A	Table T- Industrial Pretreatment
Table K – W.T. Metals Group B	Table U- Storm Water Multi-sector General Permit

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador for
Purchasing Agent

Xc: Purchasing File

Test America Laboratories, Inc.

Request a contract extension: Yes Not request a contract extension: _____

Authorized Signature: _____

Print Name: Chip Meador

Date: 7/17/2019

City Council-Regular
Meeting Date: 08/20/2018
Initiated By: Martin Aleman, Executive Director of Finance and Technology
Staff Source: Riazul I. Mia, P.E., Utilities Department Director; Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to award annual service contract FY18-081 to sole bidder Test America Laboratories, North Canton, Ohio for an annual contract amount of $350,000.00. This contract is to provide laboratory analytical services for water and wastewater samples in accordance to Texas Commission of Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) required standard methods. Sample testing is done on a daily, monthly, and quarterly basis. The term of this contract is for a one (1) year period and contract can be extended two (2) additional one year terms upon mutual agreement of the parties. All services shall be secured on an as needed basis. Funding is available in the Water and Wastewater Operation Funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City of Laredo went out on formal bids to solicite providers of laboratory analytical services for water and wastewater samples in accordance to Texas Commission of Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) required standard methods; the City recieved one submittal from sole bidder Test America Laboratories, North Canton, Ohio.

The Utilities Department has experienced an increase in usage of these lab testing services by Waste Water Treatment Division and other divisions. The term of this contract is for a one (1) year period and contract can be extended two (2) additional one year terms upon mutual agreement of the parties. All services shall be secured on an as needed basis.

This contract is to provide laboratory analytical services for water and wastewater samples in accordance to Texas Commission of Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) required standard methods.

Utilities Division	Annual Amount

Waste Water Treatment Division	$ 150,000.00
Water Treatment Division	$ 50,000.00
Water Pollution Contracl Division	$ 75,000.00
Total	$ 275,000.00

Tables under contract

Table AA
Table A-Sludge Permit
Table B-Sludge TCLP (as per 40 CFR 261 Appendix II)
Table C-Sludge Pathogens
Table D-Soil
Table E- W.W. Groundwater Group A
Table F- W.W. Groundwater Group B
Table G- W.W. Metals
Table H-Root Zone Nutrients
Table I-W.W. Priority Pollutants
Table J-W.T. Metals Group A
Table K – W.T. Metals Group B
Table L- W.T. Pesticides/Herbicides
Table M- W.T. TTHM
Table N- W.T. HAA
Table O- W.T. TOC
Table OO- W.T. SUVA
Table OOO- W.T. SUVA
Table P- W.T. Radionuclides
Table Q- W.W. Process Control
Table R- W.T. Ion Analysis
Table S- Microbiology
Table T- Industrial Pretreatment
Table U- Storm Water Multi-sector General Permit

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year: 2018
Bugeted Y/N?: Yes
Source of Funds:
Account #: 559-4210-533-5514
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Fiscal Year:	2018
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	557-4120-533-5514
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

1	Table AA - Wastewater Sampling Events							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	$38,774.00	$38,774.00			

1.1	Sludge Permit							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	16	EA / Year	$269.00	$4,304.00			

1.2	Sludge TCLP							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	6	EA / Year	$550.00	$3,300.00			

1.3	Sludge Pathogens							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	4	EA / Year	$60.00	$240.00			

1.4	Soil							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	18	EA / Year	$285.00	$5,130.00			

1.5	W. W. Groundwater Group A							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	32	EA / Year	$224.00	$7,168.00			

1.6	W. W. Groundwater Group B							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	16	EA / Year	$218.00	$3,488.00			

1.7	W. W. Metals							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	40	EA / Year	$102.00	$4,080.00			

1.8	*Root Zone Nutrients*							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	12	EA / Year	$117.00	$1,404.00			

1.9	Priority Pollutants							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num

TestAmerica Laboratories, Inc.	12	EA / Year	$805.00	$9,660.00			

2	Table AA - Water Sampling Events							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	$19,960.00	$19,960.00				

2.1	W. T. Metals Group A							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	12	EA / Year	$48.00	$576.00				

2.2	W. T. Metals Group B							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	12	EA / Year	$62.00	$744.00				

2.3	W. T. Pesticides / Herbicides							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	12	EA / Year	$250.00	$3,000.00				

2.4	T.T.H.M.							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	24	EA / Year	$70.00	$1,680.00				

2.5	H.A.A.-5							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	24	EA / Year	$200.00	$4,800.00				

2.6	T.O.C.							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	48	EA / Year	$25.00	$1,200.00				

2.7	SUVA							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	48	EA / Year	$160.00	$7,680.00				

2.8	Radionuclides Total, a and ß							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	2	EA / Year	$140.00	$280.00				

3	Table AA - Miscellaneous Sampling Groups

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	$75,429.00	$75,429.00			

3.1	W.W. Permit & Process Control

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	365	EA / Year	$165.00	$60,225.00			

3.2	W.T. Ion Analysis

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	12	EA / Year	$157.00	$1,884.00			

3.3	Microbiology

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	32	EA / Year	$240.00	$7,680.00			

3.4	Industrial Pretreatment

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	20	EA / Year	$260.00	$5,200.00			

3.5	Storm Water Multi-Sector Permit

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	4	EA / Year	$110.00	$440.00			

4	Table A - Sludge Permit

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	$277.00	$277.00			

4.1	Arsenic, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00			

4.2	Cadmium, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00			

4.3	Chromium, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00			

4.4	Chromium, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00				

4.5	Copper, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00				

4.6	Lead, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00				

4.7	Molybdenum, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00				

4.8	Nickel, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00				

4.9	Selenium, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00				

4.10	Silver, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00				

4.11	Zinc, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00				

4.12	Mercury							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/Kg	$22.00	$22.00				

4.13	Phosphorus							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00				

4.14	Potassium							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00			

4.15	Corrosivity (pH – liquids)							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	1	s.u	$8.00	$8.00			

4.16	Specific Gravity							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	1	25°C	$8.00	$8.00			

4.17	Total Volatile Solids							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	1	%	$10.00	$10.00			

4.18	Total Solids							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	1	%	$10.00	$10.00			

4.19	Ammonia Nitrogen (NH3-N)							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	1	mg/Kg	$20.00	$20.00			

4.20	Nitrate Nitrogen (NO3-N)							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	1	mg/Kg	$15.00	$15.00			

4.21	Total Nitrogen							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	1	mg/Kg	$20.00	$20.00			

4.22	Total PCB's							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	1	mg/Kg	$60.00	$60.00			

4.23	Extraction, Extract Clean Up, Determination							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num

TestAmerica Laboratories, Inc.	1		$0.00	$0.00			

5	Table B Sludge TCLP (as per 40 CFR 261 Appendix II & Part 268 Appendix I) (contaminants listed Table 1, 40 CFR section 261.24)							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	$555.00	$555.00				

5.1	Metals							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	$85.00	$85.00				

5.2	Pesticides							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$120.00	$120.00				

5.3	Herbicides							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$130.00	$130.00				

5.4	Volatile Organics							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$70.00	$70.00				

5.5	Semi -Volatile Organics							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$150.00	$150.00				

6	Table C - Sludge Pathogens							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	$60.00	$60.00				

6.1	Fecal Coliforms							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	MPN	$60.00	$60.00				

7	Table D - Soil							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	$285.00	$285.00				

7.1	Cationic Exchange Capacity

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	meq/100g	$40.00	$40.00			

7.2	Arsenic, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00			

7.3	Cadmium, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00			

7.4	Chromium, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00			

7.5	Copper, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00			

7.6	Lead, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00			

7.7	Nickel, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00			

7.8	Silver, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00			

7.9	Zinc, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00			

7.10	Mercury

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/Kg	$22.00	$22.00			

7.11	Phosphorus							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00				

7.12	Potassium							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/Kg	$8.00	$8.00				

7.13	pH							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	s.u.	$8.00	$8.00				

7.14	Total Volatile Solids							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	%	$10.00	$10.00				

7.15	Total Solids							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	%	$10.00	$10.00				

7.16	Ammonia Nitrogen							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/Kg	$20.00	$20.00				

7.17	Nitrate Nitrogen							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/Kg	$15.00	$15.00				

7.18	Total Nitrogen							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/Kg	$20.00	$20.00				

7.19	Total PCB's							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/Kg	$60.00	$60.00				

7.20	Extraction, Extract Clean Up, Determination							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1		$0.00	$0.00				

8	Table F —WW Groundwater Group B							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	1	PKG	$673.025	$673.025			

8.1	Cadmium							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	0.05	mg/L	$8.00	$0.40			

8.2	Copper							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	0.05	mg/L	$8.00	$0.40			

8.3	Lead							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	0.05	mg/L	$8.00	$0.40			

8.4	Nickel							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	0.05	mg/L	$8.00	$0.40			

8.5	Potassium							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	0.05	mg/L	$8.00	$0.40			

8.6	Zinc							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	0.05	mg/L	$8.00	$0.40			

8.7	COD							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	40	mg/L	$15.00	$600.00			

8.8	Phenolics							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	0.005	mg/L	$25.00	$0.125			

8.9	TOX							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num

TestAmerica Laboratories, Inc.	0.15	mg/L		$70.00	$10.50			

8.10	Total PCB's							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	$60.00	$60.00				

8.11	Extraction, Extract Clean Up, Determination: 3540 / 3550; 3620 / 3640 / 3650; 8080							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1		$0.00	$0.00				

9	Table G – W. W. Metals							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	$109.964	$109.964				

9.1	Antimony, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.06	mg/L	$8.00	$0.48				

9.2	Barium, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.06	mg/L	$8.00	$0.48				

9.3	Lead, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.06	mg/L	$8.00	$0.48				

9.4	Nickel, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.06	mg/L	$8.00	$0.48				

9.5	Silicon, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.5	mg/L	$8.00	$4.00				

9.6	Chromium, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	5	mg/L	$8.00	$40.00				

9.7	Copper, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	5	mg/L	$8.00	$40.00			

9.8	Mercury, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.002	mg/L	$22.00	$0.044			

9.9	Arsenic, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	$8.00	$8.00			

9.10	Cadmium, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	$8.00	$8.00			

9.11	Silver, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	$8.00	$8.00			

10	Table H – Root Zone Nutrients

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	$4,353.80	$4,353.80			

10.1	pH

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.1	S.U.	$8.00	$0.80			

10.2	Potassium

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	100	mg/kg	$8.00	$800.00			

10.3	Phosphorus

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	5	mg/kg	$8.00	$40.00			

10.4	Total Nitrogen

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	100	mg/kg	$35.00	$3,500.00			

10.5	Conductivity							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	µmho/cm	$8.00	$8.00				

10.6	Nitrogen, Nitrate Total (as N)							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	0.1	mg/K	$15.00	$1.50				

10.7	Nitrogen, Kjeldahl Total (as N)							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	0.1	mg/K	$35.00	$3.50				

11	Table I W. W. Priority Pollutants							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	PKG	$1,429.744	$1,429.744				

11.1	Aluminum, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	20	µg/L	$8.00	$160.00				

11.2	Antimony, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1.6	µg/L	$8.00	$12.80				

11.3	Arsenic, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	µg/L	$8.00	$8.00				

11.4	Barium, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	µg/L	$8.00	$8.00				

11.5	Beryllium, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	µg/L	$8.00	$8.00				

11.6	Cadmium, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	µg/L	$8.00	$8.00				

11.7	Chromium, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$8.00	$8.00			

11.8	Hex Chromium							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$25.00	$25.00			

11.9	Copper, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	5	µg/L	$8.00	$40.00			

11.10	Cyanide, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.02	µg/L	$25.00	$0.50			

11.11	Lead, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$8.00	$8.00			

11.12	Manganese, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	20	µg/L	$8.00	$160.00			

11.13	Mercury, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.002	µg/L	$22.00	$0.044			

11.14	Molybdenum, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	5	µg/L	$8.00	$40.00			

11.15	Nickel, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	5	µg/L	$8.00	$40.00			

11.16	Phenol, Total Recoverable							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num

TestAmerica Laboratories, Inc.	3	µg/L	$25.00	$75.00				

11.17	Selenium, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	2	µg/L	$8.00	$16.00				

11.18	Silver, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$8.00	$8.00				

11.19	Thallium, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$8.00	$8.00				

11.20	Zinc, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	10	µg/L	$8.00	$80.00				

11.21	Acid Digestion, Total Metals							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$0.00	$0.00				

11.22	Concentrate ICAP Sx 2x Prior to Analysis							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$0.00	$0.00				

11.23	Extraction Chlorides Pesticides / PCBs							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$0.00	$0.00				

11.24	Extraction Semi-volatile Compounds							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$0.00	$0.00				

11.25	Pesticides / PCBs (25 Organochlorine)							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.01	µg/L	$140.00	$1.40				

11.26	Semi-volatile Organics (56)

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.5	µg/L	$150.00	$75.00			

11.27	Semi-volatile Organics (56)

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.5	µg/L	$150.00	$75.00			

11.28	Semi-volatile Organics-Non Standard List

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.5	µg/L	$150.00	$75.00			

11.29	Volatile Organics (27)

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	2	µg/L	$70.00	$140.00			

11.30	Volatile Organics – Non Standard List (2)

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	5	µg/L	$70.00	$350.00			

12	Table J – W. T. Metals Group A

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	$96.88	$96.88			

12.1	Arsenic, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$8.00	$8.00			

12.2	Barium, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.06	µg/L	$8.00	$0.48			

12.3	Cadmium, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$8.00	$8.00			

12.4	Chromium, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	5	µg/L	$8.00	$40.00			

12.5	Copper, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	5	µg/L	$8.00	$40.00				

12.6	Iron, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	0.05	µg/L	$8.00	$0.40				

13	Table K – W. T. Metals Group B							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	PKG	$9.724	$9.724				

13.1	Lead, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	0.06	mg/L	$8.00	$0.48				

13.2	Manganese, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	0.05	mg/L	$8.00	$0.40				

13.3	Mercury, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	0.002	mg/L	$22.00	$0.044				

13.4	Selenium, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	0.05	mg/L	$8.00	$0.40				

13.5	Silver, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	µg/L	$8.00	$8.00				

13.6	Zinc, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	0.05	mg/L	$8.00	$0.40				

14	Table L – W. T. Pesticides / Herbicides							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	PKG	$250.00	$250.00				

14.1	Herbicides (Method Full List)							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1		$130.00	$130.00				

14.2	Pesticides (Method Full List)							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1		$120.00	$120.00				

15	Table M – W. T. TTHM							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	PKG	$70.00	$70.00				

15.1	Bromoform							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	µg/L	$0.00	$0.00				

15.2	Chloroform							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	µg/L	$0.00	$0.00				

15.3	Bromodichloromethane							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	µg/L	$0.00	$0.00				

15.4	Dibromochloromethane							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	µg/L	$0.00	$0.00				

15.5	Total Trihalomethanes							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	µg/L	$70.00	$70.00	Unit price of $70.00 for Method 624 TTHM.			

16	Table N – W. T. HAA - 5							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	PKG	$200.00	$200.00				

16.1	Chloroacetic acid							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	

TestAmerica Laboratories, Inc.	1	µg/L	$0.00	$0.00			

16.2	Dichloroacetic acid							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$0.00	$0.00				

16.3	Trichloroacetic acid							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$0.00	$0.00				

16.4	Bromoacetic acid							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$0.00	$0.00				

16.5	Dibromoacetic acid							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$0.00	$0.00				

16.6	Total regulated Haloacetic acids							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$200.00	$200.00	Unit price of $200.00 for Method SM 6233			

16.7	Bromochloroacetic acid							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	µg/L	$0.00	$0.00				

17	Table O – W. T. TOC							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	$2.50	$2.50				

17.1	Total Organic Carbon							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.1	mg/L	$25.00	$2.50				

18	Table OO– W. T.Distribution- Lead & Copper							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	$0.018	$0.018				

18.1	Lead, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.001	mg/L	$9.00	$0.009			

18.2	Copper, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.001	mg/L	$9.00	$0.009			

19	Table OOO- W.T. SUVA

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	$1.60	$1.60			

19.1	Specific Ultraviolet Absorption (SUVA)

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.01	L/mg-M	$160.00	$1.60			

20	Table P – W. T. Radionuclides

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	$140.00	$140.00			

20.1	Radionuclides, Gross a

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	pCi/L	$70.00	$70.00			

20.2	Radionuclides, Gross ß

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	pCi/L	$70.00	$70.00			

20.3	Radionuclides, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	pCi/L	$0.00	$0.00			

21	Table Q – W. W. Permit & Process Control

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	$205.20	$205.20			

21.1	**B.O.D. - 5

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	$25.00	$25.00			

21.2	C.B.O.D. - 5							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	1	mg/L	$25.00	$25.00			

21.3	***Total Suspended Solids							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	1	mg/L	$10.00	$10.00			

21.4	Volatile Suspended Solids							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	1	mg/L	$10.00	$10.00			

21.5	****Ammonia as Nitrogen							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	0.01	mg/L	$20.00	$0.20			

21.6	Fecal coliform							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	1	Cfu/100 ml	$60.00	$60.00			

21.7	Chemical Oxygen demand							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	5	mg/L	$15.00	$75.00			

22	Table R – W. T. Ion Analysis							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	1	PKG	$157.00	$157.00			

22.1	Fluoride							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	1	mg/L	$15.00	$15.00			

22.2	Bromide							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	1	mg/L	$15.00	$15.00			

22.3	Nitrite							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
	TestAmerica Laboratories, Inc.	1	mg/L	$15.00	$15.00			

22.4	Nitrate							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/L	$15.00	$15.00				

22.5	Ortho-Phosphate							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/L	$15.00	$15.00				

22.6	Sulfate							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/L	$15.00	$15.00				

22.7	Chloride							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/L	$15.00	$15.00				

22.8	Sodium							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/L	$8.00	$8.00				

22.9	Potassium							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/L	$8.00	$8.00				

22.10	Magnesium							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/L	$8.00	$8.00				

22.11	Ammonium							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/L	$20.00	$20.00				

22.12	Calcium							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
TestAmerica Laboratories, Inc.	1	mg/L	$8.00	$8.00				

23	Table S – Microbiology							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	

TestAmerica Laboratories, Inc.	1	PKG	$240.00	$240.00				

23.1	Total Coliforms							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1		$60.00	$60.00				

23.2	Fecal Coliforms							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1		$60.00	$60.00				

23.3	Chromogenic Substrate Total Coliforms							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1		$60.00	$60.00				

23.4	Fluorogenic Substrate Fecal Coliforms (E. coli)							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1		$60.00	$60.00				

24	Table T – Industrial Pretreatment							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	$260.00	$260.00				

24.1	Fats, Oils & Grease (FOG)							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1		$40.00	$40.00				

24.2	TOC (Total Organic Carbon)							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1		$25.00	$25.00				

24.3	TOX (Total Organic Halides)							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1		$70.00	$70.00				

24.4	B-TEX							
Supplier	QTY	UOM	Price	Extended	Supplier Notes		Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1		$35.00	$35.00				

24.5	TPH (Total Petroleum Hydrocarbons)

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1		$40.00	$40.00			

24.6	Cyanide

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1		$25.00	$25.00			

24.7	Phenols

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1		$25.00	$25.00			

25	Table U – Storm Water Multi-sector General Permit

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	$4.444	$4.444			

25.1	Arsenic

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	$8.00	$0.40			

25.2	Barium

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	$8.00	$0.40			

25.3	Cadmium

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	$8.00	$0.40			

25.4	Chromium

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	$8.00	$0.40			

25.5	Copper

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	$8.00	$0.40			

25.6	Lead

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	$8.00	$0.40			

25.7	Manganese							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	$8.00	$0.40			

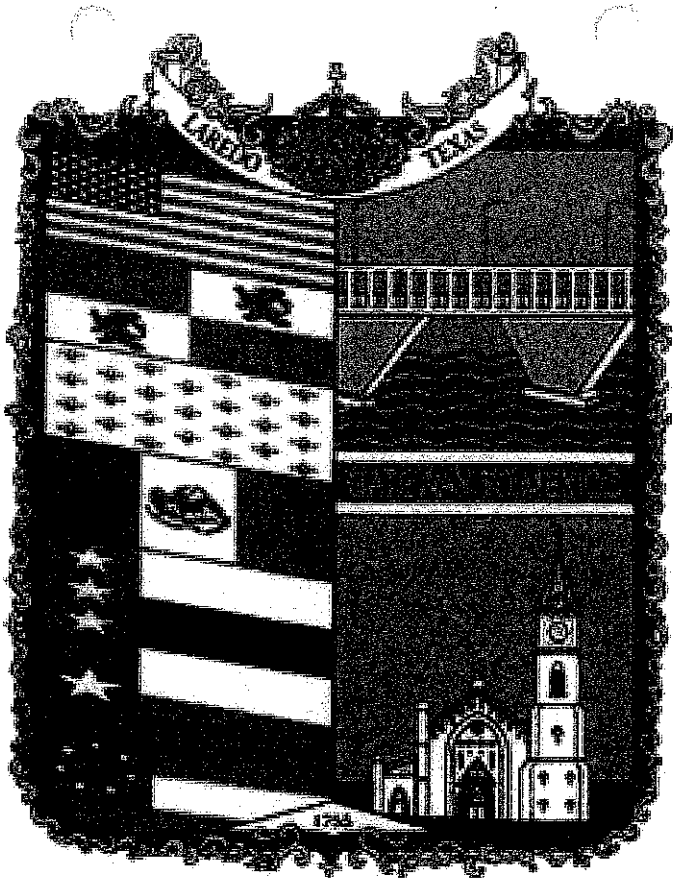
25.8	Mercury							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.002	mg/L	$22.00	$0.044			

25.9	Nickel							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	$8.00	$0.40			

25.10	Selenium							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	$8.00	$0.40			

25.11	Silver							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	$8.00	$0.40			

25.12	Zinc							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	$8.00	$0.40			



FY18-081
Supplier Response
TestAmerica Laboratories, Inc.

Event Information

Number: FY18-081
Title: Analytical Lab Services
Type: Request For Bid
Issue Date: 7/22/2018
Deadline: 8/2/2018 05:00 PM (CT)

TestAmerica Laboratories, Inc. Information

Contact: Deb Coursey
Address: 173636 N Padre Island Drive
Corpus Christi, TX 78408
Phone: (361) 289-2673
Email: TARegistration@testamericainc.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Cindy Pritchard on behalf of Chip Meador
Signature

chip.meador@testamericainc.com
Email

Submitted at 7/31/2018 4:56:54 PM

Requested Attachments

Non-Collusive Affidavit — Non-Collusive Affidavit - TestAmerica.pdf

Form 1295 — *No response*

Required upon award of bid.

Response Attachments

_Proposal City_of_Laredo.pdf

Includes signed forms and TestAmerica's proposal with pricing spreadsheets. Pricing is also provided on-line.

Attachment 1 - J74716-1 UDS Level 2 Report Final Report.pdf

Attachment 1 - Example Report

Attachment 2 - Resumes.pdf

Attachment 2 - Key Personnel

Attachment 3 - TA EHS Manual.pdf

Attachment 3 - EHS Manual

Attachment 4 - Haz Waste Mgmt Plan - Corpus Christi.pdf

Attachment 4 - Hazardous Waste Managment Plan

Attachment 5 - QAManual - Corpus Christi.pdf

Attachment 5 - Quality Assurance Manual

Attachment 6 - TA Ethics Policy.pdf

Attachment 6 - Ethics Policy

Attachment 7 - SOP for Corpus Christi Lab.zip

Attachment 7 - SOPs for Corpus Christi Lab

Attachment 7 - SOP for Houston Lab.zip

Attachment 7 - SOPs for Houston Lab

Attachment 7 - SOPs for additional labs.zip

Attachment 7 - SOPs for additional Labs

Attachment 8 - Performance Evaluations.zip

Attachment 8 - Performance Evaluations

Attachment 9 - Audits.zip

Attachment 9 - Audits

Attachment 10 - Certifications.zip

Attachment 10 - Certifications

City of Laredo Purchasing Supplier Information Form.pdf

City of Laredo Purchasing Supplier Information Form

Bid Attributes

1 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids

upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. 1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum (d) Proposed delivery time must be shown and shall include Sundays and holidays (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request. (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB. 2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified. 3.0 SUBMISSION OF BIDS (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. (b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042. (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered. (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City. 4.0 REJECTION OF BIDS The City may reject a bid if: (a) Bidder misstates or conceals any material fact in the bid. (b) Bid does not strictly conform to the law or the requirements of the bid. (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo. (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications. (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices. (g) The City may reject all bids or any part of a bid whenever it is deemed necessary. (h) The City may waive any minor informalities or irregularities in any bid. 5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council. 6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened. 7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract. (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest: (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest. (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision. (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of

Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041. 8.0 BIDDER DISCOUNTS (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo. (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed. 9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void. 10.0 AWARD OF CONTRACT (a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications. (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract. (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order. (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale". (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers. (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist: 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid. 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications. 3. The contractor makes an unauthorized assignment for the benefit of any contractor. Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled. 11.0 PAYMENT & INVOICING (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services. (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date. (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042. (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040

I Agree to the Terms and Conditions

2 Insurance Terms and Conditions

INSURANCE REQUIREMENTS The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract. (a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each0occurence limit. (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate. (c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage. (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability. (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows: 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies. 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage. 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance. 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances. 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo. 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following: 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein. 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo. (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies. (i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Management department. (j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract. (k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets minumum requirements

3 Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-O-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, 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. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions

4 Contract Requirements

1.CODE OF ETHICS ORDINANCE 2012-0-126 Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics. 1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration. 1.3 NON-COLLUSIVE AFFIDAVIT (Attached) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true. 1.4 CONTRACT DISCLOSURE FORMS (Attached) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) **Upon Award of Bid Only** 1.5 CONFLICT OF INTEREST FORMS (Attached) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. 1.6 TEXAS ETHICS COMMISSION (Form 1295, Attached) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. 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. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I have read and understand this section

5 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

6 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

TestAmerica Laboratories, Inc., Chip Meador - Laboratory Director, 361.289.2673

7 State how long under has the business been in its present business name

11

8 **If applicable, list all other names under which the Business identified above operated in the last five years**

na

9 **State if the Company is a certified minority business enterprise**

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

10 **Questions Part 1**

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

No

11 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

1) No; 2) No; 3) Some contracts contain liquidated damages for late delivery of results in the amount of 1-2% per day late. TestAmerica has incurred such charges occasionally due to overcapacity in the lab or errors in handling. Where errors in the lab compromise usability of test results, TestAmerica has also reimbursed clients for the cost of resampling in order to generate acceptable data.

12 **State if the Company is a certified minority business enterprise**

This company is not a certified minority business

13 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

14 **Conflict of Intererst Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

15 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

16 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

17 **This is a**

New Submission

18 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Chip Meador

19 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

Analytical Lab Services FY18-081; City of Laredo, Finance Department, Purchasing Division

20 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

TestAmerica Laboratories, Inc.

21 **Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

22 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

23 **Question 5. List any individuals or entitites that will be subcontractors on this contract**

It applies to my business

24 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

City of Laredo Health Department Laboratory

25 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

26 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

27 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

28 **Question 7. Disclosure of policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

29 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

30 **Question 8. Discloure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

31 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

32 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section

33 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

34 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I have acknowledge that I have been advised

35 **Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

Chip Meador, Laboratory Director, TestAmerica Laboratories, Inc.; July 31, 2018

36 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

I swear or affirm information is correct

37 **Company Information Questionnaire**

I have completed this section

38 **Conflict of Interest Questionnaire**

I have completed this section

39 **Non-Collusive Affidavit**

I have completed and included this form

40 **Discretionary Contracts Disclosure**

I have completed this section

41 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 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. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form

42 Award by Total

This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

Yes

Bid Lines

1 Package Header

Table AA - Wastewater Sampling Events

Quantity: 1 UOM: PKG Total: $38,774.00

Package Items

1.1 Sludge Permit

Quantity: 16 UOM: EA / Year Unit price: $269.00 Total: $4,304.00

1.2 Sludge TCLP

Quantity: 6 UOM: EA / Year Unit price: $550.00 Total: $3,300.00

1.3 Sludge Pathogens

Quantity: 4 UOM: EA / Year Unit price: $60.00 Total: $240.00

1.4 Soil

Quantity: 18 UOM: EA / Year Unit price: $285.00 Total: $5,130.00

1.5 W. W. Groundwater Group A

Quantity: 32 UOM: EA / Year Unit price: $224.00 Total: $7,168.00

1.6 W. W. Groundwater Group B

Quantity: 16 UOM: EA / Year Unit price: $218.00 Total: $3,488.00

1.7 W. W. Metals

Quantity: 40 UOM: EA / Year Unit price: $102.00 Total: $4,080.00

1.8 Root Zone Nutrients

Quantity: 12 UOM: EA / Year Unit price: $117.00 Total: $1,404.00

1.9 Priority Pollutants

Quantity: 12 UOM: EA / Year Unit price: $805.00 Total: $9,660.00

2 Package Header

Table AA - Water Sampling Events

Quantity: 1 UOM: PKG Total: $19,960.00

Package Items

2.1 W. T. Metals Group A

Quantity: 12 UOM: EA / Year Unit price: $48.00 Total: $576.00

2.2 W. T. Metals Group B

Quantity: 12 UOM: EA / Year Unit price: $62.00 Total: $744.00

2.3 W. T. Pesticides / Herbicides

Quantity: 12 UOM: EA / Year Unit price: $250.00 Total: $3,000.00

2.4 T.T.H.M.

Quantity: 24 UOM: EA / Year Unit price: $70.00 Total: $1,680.00

2.5 H.A.A.-5

Quantity: 24 UOM: EA / Year Unit price: $200.00 Total: $4,800.00

2.6 T.O.C.

Quantity: 48 UOM: EA / Year Unit price: $25.00 Total: $1,200.00

2.7 SUVA

Quantity: 48 UOM: EA / Year Unit price: $160.00 Total: $7,680.00

2.8 Radionuclides Total, a and ß

Quantity: 2 UOM: EA / Year Unit price: $140.00 Total: $280.00

3 Package Header

Table AA - Miscellaneous Sampling Groups

Quantity: 1 UOM: PKG Total: $75,429.00

Package Items

3.1 W.W. Permit & Process Control

Quantity: 365 UOM: EA / Year Unit price: $165.00 Total: $60,225.00

3.2 W.T. Ion Analysis

Quantity: 12 UOM: EA / Year Unit price: $157.00 Total: $1,884.00

3.3 Microbiology

Quantity: 32 UOM: EA / Year Unit price: $240.00 Total: $7,680.00

3.4 Industrial Pretreatment

Quantity: 20 UOM: EA / Year Unit price: $260.00 Total: $5,200.00

3.5 Storm Water Multi-Sector Permit

Quantity: 4 UOM: EA / Year Unit price: $110.00 Total: $440.00

4 Package Header

Table A - Sludge Permit

Quantity: 1 UOM: PKG Total: $277.00

Package Items

4.1 Arsenic, Total

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

4.2 Cadmium, Total

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

4.3 Chromium, Total

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

4.4 Chromium, Total

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

4.5 Copper, Total

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

4.6 Lead, Total

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

4.7 Molybdenum, Total

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

4.8 Nickel, Total

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

4.9 Selenium, Total

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

4.10 Silver, Total

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

4.11 Zinc, Total

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

4.12 Mercury

Quantity: 1 UOM: mg/Kg Unit price: $22.00 Total: $22.00

4.13 Phosphorus

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

4.14 Potassium

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

4.15 Corrosivity (pH – liquids)

Quantity: 1 UOM: s.u Unit price: $8.00 Total: $8.00

4.16 Specific Gravity

Quantity: 1 UOM: 25'C Unit price: $8.00 Total: $8.00

4.17 Total Volatile Solids

Quantity: 1 UOM: % Unit price: $10.00 Total: $10.00

4.18 Total Solids

Quantity: 1 UOM: % Unit price: $10.00 Total: $10.00

4.19 Ammonia Nitrogen (NH3-N)

Quantity: 1 UOM: mg/Kg Unit price: $20.00 Total: $20.00

4.20 Nitrate Nitrogen (NO3-N)

Quantity: 1 UOM: mg/Kg Unit price: $15.00 Total: $15.00

4.21 Total Nitrogen Kjeldahl (TKN)

Quantity: 1 UOM: mg/Kg Unit price: $20.00 Total: $20.00

4.22 Total PCB's

Quantity: 1 UOM: mg/Kg Unit price: $60.00 Total: $60.00

4.23 Extraction, Extract Clean Up, Determination

Quantity: 1 Unit price: $0.00 Total: $0.00

5 Package Header

Table B Sludge TCLP (as per 40 CFR 261 Appendix II & Part 268 Appendix I) (contaminants listed Table 1, 40 CFR section 261.24)

Quantity: 1 UOM: PKG Total: $555.00

Package Items

5.1 Metals

Quantity: 1 UOM: mg/L Unit price: $85.00 Total: $85.00

5.2 Pesticides

Quantity: 1 UOM: µg/L Unit price: $120.00 Total: $120.00

5.3 Herbicides

Quantity: 1 UOM: µg/L Unit price: $130.00 Total: $130.00

5.4 Volatile Organics

Quantity: 1 UOM: µg/L Unit price: $70.00 Total: $70.00

5.5 Semi -Volatile Organics

Quantity: 1 UOM: µg/L Unit price: $150.00 Total: $150.00

6 Package Header

Table C - Sludge Pathogens

Quantity: 1 UOM: PKG Total: $60.00

Package Items

6.1 Fecal Coliforms

Quantity: 1 UOM: MPN Unit price: $60.00 Total: $60.00

7 Package Header

Table D - Soil

Quantity: 1 UOM: PKG Total: $285.00

Package Items

7.1 Cationic Exchange Capacity

Quantity: 1 UOM: meq/100g Unit price: $40.00 Total: $40.00

7.2 Arsenic, Total

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

7.3 Cadmium, Total

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

7.4 Chromium, Total

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

7.5 Copper, Total

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

7.6 Lead, Total

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

7.7 Nickel, Total

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

7.8 Silver, Total

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

7.9 Zinc, Total

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

7.10 Mercury

Quantity: 1 UOM: mg/Kg Unit price: $22.00 Total: $22.00

7.11 Phosphorus

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

7.12 Potassium

Quantity: 1 UOM: mg/Kg Unit price: $8.00 Total: $8.00

7.13 pH

Quantity: 1 UOM: s.u. Unit price: $8.00 Total: $8.00

7.14 Total Volatile Solids

Quantity: 1 UOM: % Unit price: $10.00 Total: $10.00

7.15 Total Solids

Quantity: 1 UOM: % Unit price: $10.00 Total: $10.00

7.16 Ammonia Nitrogen

Quantity: 1 UOM: mg/Kg Unit price: $20.00 Total: $20.00

7.17 Nitrate Nitrogen

Quantity: 1 UOM: mg/Kg Unit price: $15.00 Total: $15.00

7.18 Total Nitrogen Kjeldahl (TKN)

Quantity: 1 UOM: mg/Kg Unit price: $20.00 Total: $20.00

7.19 Total PCB's

Quantity: 1 UOM: mg/Kg Unit price: $60.00 Total: $60.00

7.20 Extraction, Extract Clean Up, Determination 3540 / 3550; 3620 / 3640 / 3650; 8080

Quantity: 1 Unit price: $0.00 Total: $0.00

8 Package Header

Table F —WW Groundwater Group B

Quantity: 1 UOM: PKG Total: $673.025

Package Items

8.1 Cadmium

Quantity: 0.05 UOM: mg/L Unit price: $8.00 Total: $0.40

8.2 Copper

Quantity: 0.05 UOM: mg/L Unit price: $8.00 Total: $0.40

8.3 Lead

Quantity: 0.05 UOM: mg/L Unit price: $8.00 Total: $0.40

8.4 Nickel

Quantity: 0.05 UOM: mg/L Unit price: $8.00 Total: $0.40

8.5 Potassium

Quantity: 0.05 UOM: mg/L Unit price: $8.00 Total: $0.40

8.6 Zinc

Quantity: 0.05 UOM: mg/L Unit price: $8.00 Total: $0.40

8.7 COD

Quantity: 40 UOM: mg/L Unit price: $15.00 Total: $600.00

8.8 Phenolics

Quantity: 0.005 UOM: mg/L Unit price: $25.00 Total: $0.125

8.9 TOX

Quantity: 0.15 UOM: mg/L Unit price: $70.00 Total: $10.50

8.10 Total PCB's

Quantity: 1 UOM: mg/L Unit price: $60.00 Total: $60.00

8.11 Extraction, Extract Clean Up, Determination: 3540 / 3550; 3620 / 3640 / 3650; 8080

Quantity: 1 Unit price: $0.00 Total: $0.00

9 Package Header

Table G – W. W. Metals

Quantity: 1 UOM: PKG Total: $109.964

Package Items

9.1 Antimony, Total

Quantity: 0.06 UOM: mg/L Unit price: $8.00 Total: $0.48

9.2 Barium, Total

Quantity: 0.06 UOM: mg/L Unit price: $8.00 Total: $0.48

9.3 Lead, Total

Quantity: 0.06 UOM: mg/L Unit price: $8.00 Total: $0.48

9.4 Nickel, Total

Quantity: 0.06 UOM: mg/L Unit price: $8.00 Total: $0.48

9.5 Silicon, Total

Quantity: 0.5 UOM: mg/L Unit price: $8.00 Total: $4.00

9.6 Chromium, Total

Quantity: 5 UOM: mg/L Unit price: $8.00 Total: $40.00

9.7 Copper, Total

Quantity: 5 UOM: mg/L Unit price: $8.00 Total: $40.00

9.8 Mercury, Total

Quantity: 0.002 UOM: mg/L Unit price: $22.00 Total: $0.044

9.9 Arsenic, Total

Quantity: 1 UOM: mg/L Unit price: $8.00 Total: $8.00

9.10 Cadmium, Total

Quantity: 1 UOM: mg/L Unit price: $8.00 Total: $8.00

9.11 Silver, Total

Quantity: 1 UOM: mg/L Unit price: $8.00 Total: $8.00

10 Package Header

Table H – Root Zone Nutrients

Quantity: 1 UOM: PKG Total: $4,353.80

Package Items

10.1 pH

Quantity: 0.1 UOM: S.U. Unit price: $8.00 Total: $0.80

10.2 Potassium

Quantity: 100 UOM: mg/kg Unit price: $8.00 Total: $800.00

10.3 Phosphorus

Quantity: 5 UOM: mg/kg Unit price: $8.00 Total: $40.00

10.4 Total Nitrogen

Quantity: 100 UOM: mg/kg Unit price: $35.00 Total: $3,500.00

10.5 Conductivity

Quantity: 1 UOM: µmho/cm Unit price: $8.00 Total: $8.00

10.6 Nitrogen, Nitrate Total (as N)

Quantity: 0.1 UOM: mg/K Unit price: $15.00 Total: $1.50

10.7 Nitrogen, Kjeldahl Total (as N)

Quantity: 0.1 UOM: mg/K Unit price: $35.00 Total: $3.50

11

Package Header

Table I W. W. Priority Pollutants

Quantity: 1 UOM: PKG Total: $1,429.744

Package Items

11.1 Aluminum, Total

Quantity: 20 UOM: µg/L Unit price: $8.00 Total: $160.00

11.2 Antimony, Total

Quantity: 1.6 UOM: µg/L Unit price: $8.00 Total: $12.80

11.3 Arsenic, Total

Quantity: 1 UOM: µg/L Unit price: $8.00 Total: $8.00

11.4 Barium, Total

Quantity: 1 UOM: µg/L Unit price: $8.00 Total: $8.00

11.5 Beryllium, Total

Quantity: 1 UOM: µg/L Unit price: $8.00 Total: $8.00

11.6 Cadmium, Total

Quantity: 1 UOM: µg/L Unit price: $8.00 Total: $8.00

11.7 Chromium, Total

Quantity: 1 UOM: µg/L Unit price: $8.00 Total: $8.00

11.8 Hex Chromium

Quantity: 1 UOM: µg/L Unit price: $25.00 Total: $25.00

11.9 Copper, Total

Quantity: 5 UOM: µg/L Unit price: $8.00 Total: $40.00

11.10 Cyanide, Total

Quantity: 0.02 UOM: µg/L Unit price: $25.00 Total: $0.50

11.11 Lead, Total

Quantity: 1 UOM: µg/L Unit price: $8.00 Total: $8.00

11.12 Manganese, Total

Quantity: 20 UOM: µg/L Unit price: $8.00 Total: $160.00

11.13 Mercury, Total

Quantity: 0.002 UOM: µg/L Unit price: $22.00 Total: $0.044

11.14 Molybdenum, Total

Quantity: 5 UOM: µg/L Unit price: $8.00 Total: $40.00

11.15 Nickel, Total

Quantity: 5 UOM: µg/L Unit price: $8.00 Total: $40.00

11.16 Phenol, Total Recoverable

Quantity: 3 UOM: µg/L Unit price: $25.00 Total: $75.00

11.17 Selenium, Total

Quantity: 2 UOM: µg/L Unit price: $8.00 Total: $16.00

11.18 Silver, Total

Quantity: 1 UOM: µg/L Unit price: $8.00 Total: $8.00

11.19 Thallium, Total

Quantity: 1 UOM: µg/L Unit price: $8.00 Total: $8.00

11.20 Zinc, Total

Quantity: 10 UOM: µg/L Unit price: $8.00 Total: $80.00

11.21 Acid Digestion, Total Metals

Quantity: 1 UOM: µg/L Unit price: $0.00 Total: $0.00

11.22 Concentrate ICAP Sx 2x Prior to Analysis

Quantity: 1 UOM: µg/L Unit price: $0.00 Total: $0.00

11.23 Extraction Chlorides Pesticides / PCBs

Continuous Liquid – Liquid Extraction

Quantity: 1 UOM: µg/L Unit price: $0.00 Total: $0.00

11.24 Extraction Semi-volatile Compounds

Continuous Liquid – Liquid Extraction

Quantity: 1 UOM: µg/L Unit price: $0.00 Total: $0.00

11.25 Pesticides / PCBs (25 Organochlorine)

Quantity: 0.01 UOM: µg/L Unit price: $140.00 Total: $1.40

11.26 Semi-volatile Organics (56)

Quantity: 0.5 UOM: µg/L Unit price: $150.00 Total: $75.00

11.27 Semi-volatile Organics (56)

Quantity: 0.5 UOM: µg/L Unit price: $150.00 Total: $75.00

11.28 Semi-volatile Organics-Non Standard List

1,2-Diphenylhydrazine as Azobenzene

Quantity: 0.5 UOM: µg/L Unit price: $150.00 Total: $75.00

11.29 Volatile Organics (27)

Quantity: 2 UOM: µg/L Unit price: $70.00 Total: $140.00

11.30 Volatile Organics – Non Standard List (2)

Quantity: 5 UOM: µg/L Unit price: $70.00 Total: $350.00

12 **Package Header**

Table J – W. T. Metals Group A

Quantity: 1 UOM: PKG Total: $96.88

Package Items

12.1 Arsenic, Total

Quantity: 1 UOM: µg/L Unit price: $8.00 Total: $8.00

12.2 Barium, Total

Quantity: 0.06 UOM: µg/L Unit price: $8.00 Total: $0.48

12.3 Cadmium, Total

Quantity: 1 UOM: µg/L Unit price: $8.00 Total: $8.00

12.4 Chromium, Total

Quantity: 5 UOM: µg/L Unit price: $8.00 Total: $40.00

12.5 Copper, Total

Quantity: 5 UOM: µg/L Unit price: $8.00 Total: $40.00

12.6 Iron, Total

Quantity: 0.05 UOM: µg/L Unit price: $8.00 Total: $0.40

13 **Package Header**

Table K – W. T. Metals Group B

Quantity: 1 UOM: PKG Total: $9.724

Package Items

13.1 Lead, Total

Quantity: 0.06 UOM: mg/L Unit price: $8.00 Total: $0.48

13.2 Manganese, Total

Quantity: 0.05 UOM: mg/L Unit price: $8.00 Total: $0.40

13.3 Mercury, Total

Quantity: 0.002 UOM: mg/L Unit price: $22.00 Total: $0.044

13.4 Selenium, Total

Quantity: 0.05 UOM: mg/L Unit price: $8.00 Total: $0.40

13.5 Silver, Total

Quantity: 1 UOM: µg/L Unit price: $8.00 Total: $8.00

13.6 Zinc, Total

Quantity: 0.05 UOM: mg/L Unit price: $8.00 Total: $0.40

14 Package Header

Table L – W. T. Pesticides / Herbicides

Quantity: 1 UOM: PKG Total: $250.00

Package Items

14.1 Herbicides (Method Full List)

Quantity: 1 Unit price: $130.00 Total: $130.00

14.2 Pesticides (Method Full List)

Quantity: 1 Unit price: $120.00 Total: $120.00

15 Package Header

Table M – W. T. TTHM

Quantity: 1 UOM: PKG Total: $70.00

Package Items

15.1 Bromoform

Quantity: 1 UOM: µg/L Unit price: $0.00 Total: $0.00

15.2 Chloroform

Quantity: 1 UOM: µg/L Unit price: $0.00 Total: $0.00

15.3 Bromodichloromethane

Quantity: 1 UOM: µg/L Unit price: $0.00 Total: $0.00

15.4 Dibromochloromethane

Quantity: 1 UOM: µg/L Unit price: $0.00 Total: $0.00

15.5 Total Trihalomethanes

Quantity: 1 UOM: µg/L Unit price: $70.00 Total: $70.00

Supplier Notes: Unit price of $70.00 for Method 624 TTHMs (Items 15.1 - 15.4 are also reported separately along with 15.5 TTHMs Summary result)

16 Package Header

Table N – W. T. HAA - 5

Quantity: 1 UOM: PKG Total: $200.00

Package Items

16.1 Chloroacetic acid

Quantity: 1 UOM: µg/L Unit price: $0.00 Total: $0.00

16.2 Dichloroacetic acid

Quantity: 1 UOM: µg/L Unit price: $0.00 Total: $0.00

16.3 Trichloroacetic acid

Quantity: 1 UOM: µg/L Unit price: $0.00 Total: $0.00

16.4 Bromoacetic acid

Quantity: 1 UOM: µg/L Unit price: $0.00 Total: $0.00

16.5 Dibromoacetic acid

Quantity: 1 UOM: µg/L Unit price: $0.00 Total: $0.00

16.6 Total regulated Haloacetic acids

Quantity: 1 UOM: µg/L Unit price: $200.00 Total: $200.00

Supplier Notes: Unit price of $200.00 for Method SM 6233 or equivalent HAAs (Items 16.1 - 16.5 and 16.7 are also reported separately along with 16.6 HAAs Summary result)

16.7 Bromochloroacetic acid

Quantity: 1 UOM: µg/L Unit price: $0.00 Total: $0.00

17 Package Header

Table O – W. T. TOC

Quantity: 1 UOM: PKG Total: $2.50

Package Items

17.1 Total Organic Carbon

Quantity: 0.1 UOM: mg/L Unit price: $25.00 Total: $2.50

18 Package Header

Table OO– W. T.Distribution- Lead & Copper

Quantity: 1 UOM: PKG Total: $0.018

Package Items

18.1 Lead, Total

Quantity: 0.001 UOM: mg/L Unit price: $9.00 Total: $0.009

18.2 Copper, Total

Quantity: 0.001 UOM: mg/L Unit price: $9.00 Total: $0.009

19 Package Header

Table OOO- W.T. SUVA

Quantity: 1 UOM: PKG Total: $1.60

Package Items

19.1 Specific Ultraviolet Absorption (SUVA)

Quantity: 0.01 UOM: L/mg-M Unit price: $160.00 Total: $1.60

20 Package Header

Table P – W. T. Radionuclides

Quantity: 1 UOM: PKG Total: $140.00

Package Items

20.1 Radionuclides, Gross a

Quantity: 1 UOM: pCi/L Unit price: $70.00 Total: $70.00

20.2 Radionuclides, Gross ß

Quantity: 1 UOM: pCi/L Unit price: $70.00 Total: $70.00

20.3 Radionuclides, Total

Quantity: 1 UOM: pCi/L Unit price: $0.00 Total: $0.00

21 Package Header

Table Q – W. W. Permit & Process Control

Quantity: 1 UOM: PKG Total: $205.20

Item Notes: ** BOD5 ANALYSIS PER YEAR 1,820 (some WWTP permits require daily sampling for BOD5)
***TSS ANALYSIS PER YEAR 2,030
**** Ammonia as Nitrogen analysis per year 200

Package Items

21.1 **B.O.D. - 5

Quantity: 1 UOM: mg/L Unit price: $25.00 Total: $25.00

21.2 C.B.O.D. - 5

Quantity: 1 UOM: mg/L Unit price: $25.00 Total: $25.00

21.3 ***Total Suspended Solids

Quantity: 1 UOM: mg/L Unit price: $10.00 Total: $10.00

21.4 Volatile Suspended Solids

Quantity: 1 UOM: mg/L Unit price: $10.00 Total: $10.00

21.5 ****Ammonia as Nitrogen

Quantity: 0.01 UOM: mg/L Unit price: $20.00 Total: $0.20

21.6 Fecal coliform

Quantity: 1 UOM: Cfu/100 ml Unit price: $60.00 Total: $60.00

21.7 Chemical Oxygen demand

Quantity: 5 UOM: mg/L Unit price: $15.00 Total: $75.00

22 Package Header

Table R – W. T. Ion Analysis

Quantity: 1 UOM: PKG Total: $157.00

Package Items

22.1 Fluoride

Quantity: 1 UOM: mg/L Unit price: $15.00 Total: $15.00

22.2 Bromide

Quantity: 1 UOM: mg/L Unit price: $15.00 Total: $15.00

22.3 Nitrite

Quantity: 1 UOM: mg/L Unit price: $15.00 Total: $15.00

22.4 Nitrate

Quantity: 1 UOM: mg/L Unit price: $15.00 Total: $15.00

22.5 Ortho-Phosphate

Quantity: 1 UOM: mg/L Unit price: $15.00 Total: $15.00

22.6 Sulfate

Quantity: 1 UOM: mg/L Unit price: $15.00 Total: $15.00

22.7 Chloride

Quantity: 1 UOM: mg/L Unit price: $15.00 Total: $15.00

22.8 Sodium

Quantity: 1 UOM: mg/L Unit price: $8.00 Total: $8.00

22.9 Potassium

Quantity: 1 UOM: mg/L Unit price: $8.00 Total: $8.00

22.10 Magnesium

Quantity: 1 UOM: mg/L Unit price: $8.00 Total: $8.00

22.11 Ammonium

Quantity: 1 UOM: mg/L Unit price: $20.00 Total: $20.00

22.12 Calcium

Quantity: 1 UOM: mg/L Unit price: $8.00 Total: $8.00

23 Package Header

Table S – Microbiology

Quantity: 1 UOM: PKG Total: $240.00

Package Items

23.1 Total Coliforms

Quantity: 1 Unit price: $60.00 Total: $60.00

23.2 Fecal Coliforms

Quantity: 1 Unit price: $60.00 Total: $60.00

23.3 Chromogenic Substrate Total Coliforms

Quantity: 1 Unit price: $60.00 Total: $60.00

23.4 Fluorogenic Substrate Fecal Coliforms (E. coli)

Quantity: 1 Unit price: $60.00 Total: $60.00

24 Package Header

Table T – Industrial Pretreatment

Quantity: 1 UOM: PKG Total: $260.00

Package Items

24.1 Fats, Oils & Grease (FOG)

Quantity: 1 Unit price: $40.00 Total: $40.00

24.2 TOC (Total Organic Carbon)

Quantity: 1 Unit price: $25.00 Total: $25.00

24.3 TOX (Total Organic Halides)

Quantity: 1 Unit price: $70.00 Total: $70.00

24.4 B-TEX

Quantity: 1 Unit price: $35.00 Total: $35.00

24.5 TPH (Total Petroleum Hydrocarbons)

Quantity: 1 Unit price: $40.00 Total: $40.00

24.6 Cyanide

Quantity: 1 Unit price: $25.00 Total: $25.00

24.7 Phenols

Quantity: 1 Unit price: $25.00 Total: $25.00

25

Package Header

Table U – Storm Water Multi-sector General Permit

Quantity: 1 UOM: PKG Total: $4.444

Package Items

25.1 Arsenic

Quantity: 0.05 UOM: mg/L Unit price: $8.00 Total: $0.40

25.2 Barium

Quantity: 0.05 UOM: mg/L Unit price: $8.00 Total: $0.40

25.3 Cadmium

Quantity: 0.05 UOM: mg/L Unit price: $8.00 Total: $0.40

25.4 Chromium

Quantity: 0.05 UOM: mg/L Unit price: $8.00 Total: $0.40

25.5 Copper

Quantity: 0.05 UOM: mg/L Unit price: $8.00 Total: $0.40

25.6 Lead

Quantity: 0.05 UOM: mg/L Unit price: $8.00 Total: $0.40

25.7 Manganese

Quantity: 0.05 UOM: mg/L Unit price: $8.00 Total: $0.40

25.8 Mercury

Quantity: 0.002 UOM: mg/L Unit price: $22.00 Total: $0.044

25.9 Nickel

Quantity: 0.05 UOM: mg/L Unit price: $8.00 Total: $0.40

25.10 Selenium

Quantity: 0.05 UOM: mg/L Unit price: $8.00 Total: $0.40

25.11 Silver

Quantity: 0.05 UOM: mg/L Unit price: $8.00 Total: $0.40

25.12 Zinc

Quantity: 0.05 UOM: mg/L Unit price: $8.00 Total: $0.40

29.0 Tab D

AFFIDAVIT

Project: Bid FY18-081 Analytical Lab Services

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Chip Meador, Laboratory Director of TestAmerica Laboratories, Inc.
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Ch. Mea

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 31st day of July 2018.

Cynthia R Pritchard
Notary Public

CYNTHIA R PRITCHARD
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 2, 2020

My commission expires:

Oct. 2, 2020

City of Laredo Purchasing

Bid Information

Bid Owner	Horacio Lopez IV Administrative Assistant II
Email	hlopez@ci.laredo.tx.us
Phone	(956) 794-1736 x
Fax	(956) 790-1805 x
Bid Number	FY18-081
Title	Analytical Lab Services
Bid Type	RFB
Issue Date	07/22/2018
Close Date	8/2/2018 05:00:00 PM (CT)

Contact Information

Address	5816 Daugherty
	Laredo, TX 78041
Contact	Maria A. Vela
Department	Utilities - Water Pollution
Building	
Floor/Room	
Telephone	956 (721) 2000 x
Fax	
Email	avela@ci.laredo.tx.us

Ship to Information

Address	5816 Daugherty Ave.
	Laredo, TX 78041
Contact	Maria A. Vela
Department	Utilities - Water Pollution
Building	
Floor/Room	
Telephone	956 (721) 2000 x
Fax	
Email	avela@ci.laredo.tx.us

Supplier Information

Company Name	TestAmerica Laboratories, Inc.
Contact Name	Chip Meador
Address	1733 N. Padre Island Drive
	Corpus Christi, TX 78408
Telephone	361-289-2673
Fax	361-289-2471
Email	chip.meador@testamericainc.com

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature _____ Date 7 /31 / 2018

Bid Notes

Bid Activities

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description	
Header	FY18-081 Analytical Lab Services.pdf	FY18-081 Analytical Lab Services	Provided on line
Header	CIQ Form.pdf	Conflict of Interest Questionnaire	Provided
Header	Non-Collusive Affidavit Form.pdf	Non-Collusive Affidavit Form	Provided
Header	Form 1295- Certificate of Interested Parties.pdf	Form 1295	Will provide upon reward per Invitation for Bid instructions

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Non-Collusive Affidavit
2	NO	Form 1295 : Required upon award of bid.

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms and Conditions for Request for Bids	TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. 1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum (d) Proposed delivery time must be shown and shall include Sundays and holidays (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request. (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB. 2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified. 3.0 SUBMISSION OF BIDS (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and	TestAmerica has provided our bid and documentation online electronically per instructions in the Invitation for Bid. (Required)

hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.
(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of

the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:
City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
11.0 PAYMENT & INVOICING
(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager

956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

2	Insurance Terms and Conditions	INSURANCE REQUIREMENTS The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract. (a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each0occurence limit. (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate. (c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage. (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability. (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows: 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies. 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage. 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance. 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. 7. Required limits may be satisfied by any combination	TestAmerica can meet (Required) the requirements, however we had a few comments/clarifications in the proposal document which can be discussed.

of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Management department.
(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

3 Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION

Agree (Required)

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-O-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, 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. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.
S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the

comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

4 Contract Requirements

1.CODE OF ETHICS ORDINANCE 2012-0-126
Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD
A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Attached)
The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (Attached)
The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) **Upon Award of Bid Only**

1.5 CONFLICT OF INTEREST FORMS (Attached)
Conflict of Interest Disclosure:
A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)
Certificate of Interested Parties (Form 1295)
Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a

Agree _____ (Required)

		contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. 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. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.	
5	Questionnaire Description	"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".	(No Response Required)
6	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid	TestAmerica Laboratories, Inc. Chip Meador, Laboratory Director, 361.289.2673	(Required)
7	State how long under has the business been in its present business name	11 years	(Required)
8	If applicable, list all other names under which the Business identified above operated in the last five years	NA	(Required)
9	State if the Company is a certified minority business enterprise	The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.	(No Response Required)
10	Questions Part 1	1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?	No (Required)

		5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?	
11	Questions Part 2	1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?	No (Required) No Yes, provided answer on Bidder Information Questionnaire.
12	State if the Company is a certified minority business enterprise	Valid Responses: Historically Underutilized Business (HUB), Small Disadvantaged Business Enterprise (SCBC), Disadvantaged Business Enterprise (DBE), Other, This company is not a certified minority business	No (Required)
13	Conflict of Interest Disclosure	A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.	(No Response Required)

14	Conflict of Interest Questionnaire Form CIQ	For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	(No Response Required)
15	Conflict of Interest Questionnaire	If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid. Valid Responses: I attest there is no conflict of interest, I acknowledge possible conflict of interest	I attest there is no conflict of interest (Required)
16	Disclosure Form	For details on use of this form, see Section 4.01 of the City's Ethics Code.	(No Response Required)
17	This is a	Valid Responses: New Submission, Correction, Update to previous submission	New Submission (Required)
18	Question 1. Name of person submitting this disclosure form	Please include First Name, Middle Initial, Last Name and Suffix (if applicable)	Chip Meador (Required)
19	Question 2. Contract Information	Please include the following: a)Contract or Project Name b)Originating Department	Bid: Analytical Lab Services FY18-081 (Required)
20	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)		TestAmerica Laboratories, Inc. (Required)
21	Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.	Valid Responses: Not Applicable, It applies to my business	Not Applicable (Required)
22	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3	If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.	(Optional)
23	Question 5. List any individuals or entitites that will be subcontractors on this contract	Valid Responses: Not Applicable, It applies to my business	City of Laredo Health Department Laboratory (Required)
24	Question 5. List any individuals or entities that will be subcontractors on this contract	If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.	(Optional)
25	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract	Valid Responses: Not Applicable, It applies to my business	Not Applicable (Required)
26	Question 6. List any attorneys, lobbyists, or	If selected Not Applicable on question 6, please skip this	(Optional)

	consultants that have been retained to assist in seeking this contract	section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.	
27	Question 7. Disclosure of political contributions	List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Valid Responses: Not Applicable, It applies to my business	Not Applicable (Required)
28	Question 7. Disclosure of policitcal contributions	If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.	(Optional)
29	Updates on contributions required	Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.	(No Response Required)
30	Question 8. Discloure of Conflict of Interest	Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? Valid Responses: I am aware of conflict of interest, I am not aware of any conflict of interest	I am not aware of any conflict of interest (Required)
31	8. Disclosure of Conflict of Interest	If you selected I am aware of conflict of interest is question 8, please list them in this section.	(Optional)
32	Question 9. Updates Required	I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.	I understand (Required)
33	Question 10. No Contract with City Officials or Staff during Contract Evaluation	I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees,	I understand (Required)

		the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.		
34	Question 11. Conflict of Interest Questionnaire (CIQ)	Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.	Attached to Bid	(Required)
35	Question 11. Oath	Please complete in this section the required information for your company: 1) Name Chip Meador 2) Title Laboratory Director 3) Company or DBA TestAmerica Laboratories, Inc. 4) Date July 31, 2018	Completed	(Required)
36	Question 12. Oath	I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.	Affirm	(Required)
37	Company Information Questionnaire		Completed	(Required)
38	Conflict of Interest Questionnaire		Completed	(Required)
39	Non-Collusive Affidavit		Completed	(Required)
40	Discretionary Contracts Disclosure		Completed	(Required)
41	Certificate of Interested Parties (Form 1295)	In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 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. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process:	Submit upon award per Bid instructions	(Required)

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

42 Award by Total

This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

_____ (Optional)

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

ANALYTICAL LAB SERVICES
CITY of LAREDO
UTILITIES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual service contract for providing laboratory analytical testing services for water and wastewater samples for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

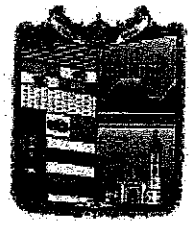
Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 30, 2018; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on July 31, 2018.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Analytical Lab Services
FY18-081

Bids are to be mailed:	Hand Delivered:	Online via Cit-E-Bid
City of Laredo – City Secretary **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**	https://cityoflaredo.ionwave.net/Login.aspx Cit-E-Bid

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.



City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual service contract for providing laboratory analytical testing services for water and wastewater samples for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com.

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on August 02, 2018; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on August 03, 2018.**

Proposals are to be submitted in a sealed envelope clearly marked:

Bid: Analytical Lab Services
FY18-081

Bids are to be mailed:	Hand Delivered:	Online via Cit-E-Bid
City of Laredo – City Secretary **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**	https://cityoflaredo.ionwave.net/Login.aspx Cit-E-Bid [redacted]

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 18th DAY of July, 2018.

for: Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of **sixty (60), or up to ninety (90) days**. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) *ANNUAL SUPPLY/SERVICE CONTRACTS*: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to

purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager
956-791-7328

jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each0occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Management department.

(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

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.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DEBARMENT CLAUSE

The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal, State or local procurement contracts and/or programs (under Executive Order 12549, "Debarment and Suspension"). By executing this agreement, the contractor/vendor certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal, State or local procurement contracts and/or Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Formal Invitation for Bids
Analytical Lab Services
City of Laredo Utilities Department

15.0 Scope of Work

It is the intent of the City (City of Laredo) to secure an annual contract for the analytical testing services for the Utilities Department. These specifications cover the sample handling, analysis, and reporting for a wide range of environmental parameters in soil, water and sludge samples for both water and wastewater applications. Bids shall be accepted from qualified analytical laboratories interested in providing analytical services on water and wastewater samples in accordance to EPA approved standard methods.

All questions in reference to this bid must be submitted in writing and or delivered electronically to the address stated below on or before the required due date. Written answers to the questions will be provided to all respondents of the bids in accordance with the schedule of events. Questions received after the deadline for submitting questions will not be answered.

Deadline for submittal of questions: March 24, 2016

Address: City of Laredo Purchasing Department
5512 Thomas Avenue
Laredo, Texas 78041
hlopez@ci.laredo.tx.us

15.1 It is required that grab and/or composite samples be analyzed for:

Wastewater Sampling Categories	
Sludge Permit	Groundwater Group A
Sludge TCLP	Groundwater Group B
Sludge Pathogens	Metals
Soil	Root Zone Nutrients

Water Sampling Categories	
Metals Group A	Pesticides/Herbicides
Metals Group B	THM

Other Sampling Categories	
Process Control	Microbiology
Ion Analysis	Pretreatment

15.2 Party shall provide all necessary / required sampling containers, ice chests, and associated materials at no additional cost.

15.3 Party shall provide necessary shipment of samples to and from sampling location at no additional cost.

15.4 Results of all Quality Control additional analysis such as blank, spike, and duplicates shall be provided at no additional cost.

15.5 The Quality Control and Assurance procedures shall be in accordance with EPA requirements.

15.6 Completed analytical reports shall have turnaround time not to exceed 14 days.

15.7 As required, contracted laboratory must provide preliminary notification via e-mail when a WWTP final effluent sample parameter for CBOD, BOD5, TSS, or NH3 exceeds TPDES permitted discharge limitation.

Also, contracted laboratory will be required to participate at no additional cost in EPA DMR-QA Studies through an accredited Proficiency Testing (PT) Provider and submit results for grading to them on behalf of the City's NPDES permits that have been selected for participation.

In addition to electronic reports, require 1 hard copy of reports be furnished at no additional cost.

15.8 Party shall have on hand, installed, and operating, all necessary sample handling equipment, preparation devices, analytical instrumentation, and reporting system, to begin immediate service upon negotiation of professional services fee.

15.9 All specification questions for this contract shall be directed to Maria Adriana Vela, Water Pollution Control Point of contact, at (956) 721-2000 (ext 3057) or by email avela@ci.laredo.tx.us prior to the mentioned deadline.

16.0 Required Submittals
The following documents shall be submitted along with the vendor's bid.

16.1 Years of experience in the environmental testing business.

16.2 The firm's ability to meet all detection levels required under TNRCC and EPA regulations.

16.3 Standard operational procedures from sample kit order to completion of analysis and submission of report.

16.4 The firm's ability of submitting or making records available in an electronic form either via Internet or mailed pen drive.

16.5 The firm's qualifications of key personnel.

16.6 The firm's performance evaluations by outside agencies and in-house control.

16.7 Any certification applicable to firm's capabilities.

16.8 References.

16.9 Availability to commence services immediately after successfully negotiating a contract for the services.

17.0 General Conditions

17.1 Contract shall be for a period of one (1) year with an option to renew for three (3) additional one (1) year periods upon mutual consent of both parties.

17.2 Prospective bidders must prove beyond any doubt to the City of Laredo Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.

17.3 When contractor cannot abide by the terms and conditions in fulfilling his contract, contractor must supply the materials, service or supplies from other sources at the contract price. If contractor delays in providing the services or supplies, the City of Laredo reserves the right to purchase contract materials on the open market and charge contractor price difference.

17.4 Bids not submitted on these forms will not be considered. Award to successful bidder will be made by the City Council. Bids will be awarded to the lowest responsible bidder meeting the city's requirements.

17.5 Payment and Invoicing
All invoices must show purchase order number and invoices should be legible. Payment is deemed to be made on the date the City of Laredo, Accounts Payable Department mails checks. All invoices have a 30-day term from receipt of order.

17.6 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

18.0 Specifications

18.1 Required Analyses

The parameters to be analyzed, methods, and frequencies are described in Tables A through U. Prior to the above referenced to tables is a tabulation summary sheet for final price for contract term. The proposed price must be identical to individual parameter unit prices.

A sample report format and QA / QC report shall be submitted with this bid.

18.2 Performance Requirements

Contractors shall have at least ten years experience in the environmental testing business. The successful contractor shall be able to perform analyses requested within seven calendar days from the time samples are received or before depending on sample's holding times.

Many methods and detection levels requested are mandated by regulated agencies, the successful laboratory may not substitute methods without prior authorization from the City.

Upon receipt of the sample, the laboratory shall generate a log-in report and e-mail it to the City within three days. The log-in report shall describe the type, identifications, condition of the sample, time of sample receipt, job number, as well as the detection level and method number to be utilized on it.

A quality control, quality assurance process followed report shall be submitted with each test result.

The selected laboratory shall be capable of submitting or making records available in an electronic form, and it will keep an electronic data file, with the City of Laredo having on-line access to the mentioned electronic file in a 24/7 basis. The selected laboratory shall describe in detail its methods available for providing electronic records to the City.

18.3 Quality Control/Quality Assurance

Contractors shall submit the resumes of the QA/QC team, describing specific assignments and responsibilities of each member; identifying the QA and the QC Managers to be contacted when it is required, and enclosing the results of the last two EPA performance evaluations, inspection or self reporting test. All required and in-house proficiency testing and certification should be included. Any nonconformance shall be clearly pointed out and explained.

It is also required to submit copy of the current "Laboratory Quality Manual" which must include the SOP for each proposed test, and the past three (3) years blind performance evaluation studies results for each requested method.

Copy of the contractor's Safety Training Program and records pertaining to it shall be submitted with a detailed description of policies and procedures related to laboratory's training or retraining programs performed to improved performance and safety.

18.4 Facilities

At the time of award, the successful contractor shall have on hand, installed, and operating, all necessary sample handling equipment, preparation devices, analytical instrumentation, and reporting system, to begin immediate service upon award of contract.

18.5 Certification

Contractors shall submit information regarding current certification by state or federal regulatory bodies. In the event that some analyses are subcontracted, the specific analyses will be identified, and certification of the subcontracted party for those items must be submitted in the proposal.

Under state regulation, the City of Laredo is requiring to have a copy or ID of the laboratory's accreditation under NELAC as well as for its subcontracted laboratory, if a sub-contracted laboratory is utilized.

18.6 Ordering Data

The City of Laredo, Utilities Department will request sampling kits and receive results under one division titled Water Quality Division. The successful contractor will be required to maintain a database of the City sampling events and be able to identify and deal with various types of sampling events, specific requirements, and reporting and billing addresses separately from one another.

The successful contractor shall supply all chain of custody forms, sample containers and shipping devices as needed for the various analyses required. Such containers shall be provided to the City within two days after the City's request.

18.7 Sample Material and Transportation Delivery

It is critical that all materials mentioned in the following list must be provided by the laboratory and included in all unit cost per sample. Note that no additional charges will be paid by the City of Laredo, other than for emergency orders.

18.8 Special Clauses

Contractors shall incorporate in the individual prices the cost of all sample containers that must be new and certified sample containers, shipping boxes or coolers, and all shipping charges expected to and from Laredo, as the City will not pay separate freight charges. Each sampling kit must be accompanied with the prepaid shipment form. Please describe method to be used for sample freight from Laredo to your facility. Method must not disqualify sample due to sample method holding / storage time requirements.

18.8.1 Contractors shall state the cost and turn-around time per analyte or group of analytes as applicable, for normal response and for rush response. Rush response will be required for the Wastewater Treatment facilities BOD5 – CBOD5 and pretreatment analyses reports. For BOD5-CBOD5 sample analysis results are required to be completed 24hours after the incubation time frame is completed. For Total Metals, Total Cyanide and Total Phenols analyses the report is required to be completed in no more than two weeks. Also, it shall submit a list of subcontractors that will be utilized during the contract. The same requirements apply to the subcontracts as apply to the primary contractor.

18.8.2 As part of the City of Laredo's concern to protect the environment, the contractor shall submit a copy of documented "hazardous Waste Disposal" program.

18.8.3 As a final requirement, the City of Laredo is requiring to all contractors to submit a copy of their "Ethics policies, and procedures" that must be included in the QA / QC Manual, as well as documentation of the ethics training performed by laboratory staff during the past two years.

18.8.4 At least three references will be furnished including the name of the contact person and telephone.

19.0 Penalty Clause

If the awarded contractor, does not comply with the conditions stipulated in the request for proposal package that does not satisfy the established contract requirements signed with the City of Laredo, this entity is entitled to cancel it at its own discretion with or without further explanation.

20.0 Insurance Requirements

The bidder shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract as listed in section 12.0 of these specifications.

21.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two (2), additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

21.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one (1) year period.

21.2 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

21.3 Other City of Laredo departments may enter into contracts or purchase orders from these specifications during the duration of this contract.

22.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

22.1 If a bid does not abide by the terms and conditions in the fulfillment of this contract, the City reserves the right to purchase on the open market and charge the cost difference to the vendor, on any open invoices, between the contract price and the purchase price.

22.2 In case the awarded contractor fails to comply with any of the specified requirements, and are unable to perform at the level set since the beginning of the contract term, the City of Laredo will be able to cancel it at any time, and at our discretion with a grace period of one (1) month, by providing a written statement on the termination of contract due to incompliance of the terms of the contract.

22.3 The City of Laredo will select the laboratory firm to perform the regulatory analyses for its water and wastewater plants based in the following criteria:

22.3.1 Completion of pricing tabulation (bid price schedule).

22.3.2 Analytical capabilities for each parameter listed in the following "Tabulation Summary Sheet".

22.3.3 Years of experience in the environmental laboratory services.

22.3.4 Capability on "Laboratory Information Management System" (LIMS).

22.3.5 Forms and Log-In procedures.

22.3.6 Laboratory's Quality Control – Quality Assurance manual, including Standard Operational Procedures

22.3.7 (SOPs), and Safety, Ethical & Training/Retraining programs.

22.3.8 Facilities.

22.3.9 Certification of main laboratory as well as satellite or subcontracted laboratories.

22.3.10 Personnel qualifications and experience.

22.3.11 Demonstrated availability and capabilities to perform laboratory work during other that normal working hours.

22.3.12 Years of experience performing water and wastewater regulatory analyses.

22.3.13 Proficiency testing capabilities in water and wastewater regulatory analyses.

22.3.14 Capability to comply with the required turn-around time period.

23.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us or hlopez@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

24.0 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually

sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

25.0 Required Forms and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Checklist

☐ **Tab A - Company Information Questionnaire**

☐ **Tab B - Signed Price Schedule**

☐ **Tab C - Conflict of Interest Questionnaire**

☐ **Tab D - Non-Collusive Affidavit**

☐ **Tab E – Discretionary Contracts Disclosure**

☐ **Tab F – Certificate of Interested Parties (Form 1295)**

26.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No. If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

27.0 Tab B Price Schedule

27.1 Table AA

Sample Event	Unit Price Table	Number of Samples/yr	Unit Cost	Extended Cost
- Wastewater Sampling Events -				
Sludge Permit	A	16	$	$
Sludge TCLP	B	6	$	$
Sludge Pathogens	C	4	$	$
Soil	D	18	$	$
W. W. Groundwater Group A	E	32	$	$
W. W. Groundwater Group B	F	16	$	$
W. W. Metals	G	40	$	$
Root Zone Nutrients	H	12	$	$
Priority Pollutants	I	12	$	$
- Water Sampling Events -				
W. T. Metals Group A	J	12	$	$
W. T. Metals Group B	K	12	$	$
W. T. Pesticides / Herbicides	L	12	$	$
T.T.H.M.	M	24	$	$
H.A.A.-5	N	24	$	$
T.O.C.	O	48	$	$
SUVA		48		
Radionuclides Total, α and β	P	2	$	$
- Miscellaneous Sampling Groups -				
W.W. Permit & Process Control	Q	365	$	$
W.T. Ion Analysis	R	12	$	$
Microbiology	S	32	$	$
Industrial Pretreatment	T	20	$	$
Storm Water Multi-Sector Permit	U	4	$	$

27.2 Table A - Sludge Permit

Parameter	Detection	Units	Unit Price
Arsenic, Total	Method Low	mg/Kg	$
Cadmium, Total	Method Low	mg/Kg	$
Chromium, Total	Method Low	mg/Kg	$
Copper, Total	Method Low	mg/Kg	$
Lead, Total	Method Low	mg/Kg	$
Molybdenum, Total	Method Low	mg/Kg	$
Nickel, Total	Method Low	mg/Kg	$
Selenium, Total	Method Low	mg/Kg	$
Silver, Total	Method Low	mg/Kg	$
Zinc, Total	Method Low	mg/Kg	$
Mercury	Method Low	mg/Kg	$
Phosphorus	Method Low	mg/Kg	$
Potassium	Method Low	mg/Kg	$
Corrosivity (pH – liquids)	Method Low	s.u.	$
Specific Gravity	Method Low	25'C	$
Total Volatile Solids	Method Low	%	$
Total Solids	Method Low	%	$
Ammonia Nitrogen (NH3-N)	Method Low	mg/Kg	$
Nitrate Nitrogen (NO3-N)	Method Low	mg/Kg	$
Total Nitrogen Kjeldahl (TKN)	Method Low	mg/Kg	$
Total PCB's	Method Low	mg/Kg	$
Extraction, Extract Clean Up, Determination			$

27.3 Table B Sludge TCLP (as per 40 CFR 261 Appendix II & Part 268 Appendix I) (contaminants listed Table 1, 40 CFR section 261.24)

Parameter	Detection	Units	Unit Price
Metals	Method Low	mg/L	$
Pesticides	Method Low	µg/L	$
Herbicides	Method Low	µg/L	$
Volatile Organics	Method Low	µg/L	$
Semi -Volatile Organics	Method Low	µg/L	$
		- Total -	$

27.4 Table C - Sludge Pathogens

Parameter	Detection	Units	Unit Price
Fecal Coliforms	1,000	MPN	$

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document.

27.5 Table D - Soil

Parameter	Method	Units	Unit Price
Cationic Exchange Capacity	EPA SW-846 9080/9081	meq/100g	$
Arsenic, Total	EPA SW-846 3050	mg/Kg	$
Cadmium, Total	EPA SW-846 3050	mg/Kg	$
Chromium, Total	EPA SW-846 3050	mg/Kg	$
Copper, Total	EPA SW-846 3050	mg/Kg	$
Lead, Total	EPA SW-846 3050	mg/Kg	$
Nickel, Total	EPA SW-846 3050	mg/Kg	$
Silver, Total	EPA SW-846 3050	mg/Kg	$
Zinc, Total	EPA SW-846 3050	mg/Kg	$
Mercury	EPA SW-846 7471	mg/Kg	$
Phosphorus	EPA SW-846 6010	mg/Kg	$
Potassium	EPA SW-846 6010	mg/Kg	$
pH	EPA SW-846 9040	s.u.	$
Total Volatile Solids	EPA 160.4	%	$
Total Solids	EPA 160.3	%	$
Ammonia Nitrogen	SM 4500	Mg/Kg	$
Nitrate Nitrogen	EPA 300.0	Mg/Kg	$
Total Nitrogen Kjeldahl (TKN)	EPA 351.3	Mg/Kg	$
Total PCB's	EPA SW-846	Mg/Kg	$
Extraction, Extract Clean Up, Determination 3540 / 3550; 3620 / 3640 / 3650; 8080			$
		- Total -	$

27.6 Table E - W.W. Groundwater Group A

Parameter	Detection	Units	Method	Unit Price
Fecal Coliforms		CFU/100 ml		$
Total Alkalinity	1	mg/L CaCO3	SM 2320 B	$
Conductivity	1	µmho/cm	EPA 120.1	$
pH	0.1	S. U.	EPA150.1	$
Total Dissolved Solids	10	mg/L	EPA 160.1	$
Sulfate (SO4)	2	mg/L	EPA 300.0	$
Chloride (Cl)	0.5	mg/L	EPA 300.0	$
Phosphorus	0.1	mg/L	SM 4500-P	$
Total Nitrogen Kjeldahl (TKN)	0.1	mg/L	EPA 351.3	$
Ammonia Nitrogen (NH3-N)	0.1	mg/L	EPA 350.3	$
Nitrate Nitrogen (NO3-N)	0.1	mg/L	EPA 300.0	$
Total Organic Carbon	1	mg/L	SM 5310 - C	$

27.7 Table F —WW Groundwater Group B

Parameter	Detection	Method	Units	Unit Price
Cadmium	0.05	EPA SW-846 3610	mg/L	$
Copper	0.05	EPA SW-846 6010	mg/L	$
Lead	0.05	EPA SW-846 6010	mg/L	$
Nickel	0.05	EPA SW-846 6010	mg/L	$
Potassium	0.05	EPA SW-846 6010	mg/L	$
Zinc	0.05	EPA SW-846 6010	mg/L	$
COD	40	Hach HB 6010	mg/L	$
Phenolics	0.005	EPA 420.1	mg/L	$
TOX	0.15	EPA SW-846 9020	mg/L	$
Total PCB's		EPA SW-846	mg/L	$
Extraction, Extract Clean Up, Determination: 3540 / 3550; 3620 / 3640 / 3650; 8080				$
			- Total -	$

27.8 Table G – W. W. Metals

Parameter	Detection	Method	Units	Unit Price
Antimony, Total	0.06	Meets Detection Limit	mg/L	$
Barium, Total	0.06	Meets Detection Limit	mg/L	$
Lead, Total	0.06	Meets Detection Limit	mg/L	$
Nickel, Total	0.06	Meets Detection Limit	mg/L	$
Silicon, Total	0.5	Meets Detection Limit	mg/L	$
Chromium, Total	5	Meets Detection Limit	mg/L	$
Copper, Total	5	Meets Detection Limit	mg/L	$
Mercury, Total	0.002	Meets Detection Limit	mg/L	$
Arsenic, Total	1	Meets Detection Limit	mg/L	$
Cadmium, Total	1	Meets Detection Limit	mg/L	$
Silver, Total	1	Meets Detection Limit	mg/L	$
			- Total -	$

27.9 Table H – Root Zone Nutrients

Parameter	Detection	Units	Method	Unit Price
pH	0.1	S.U.	EPA SW-846 9045	$
Potassium	100	mg/kg	EPA SW-846 9045	$
Phosphorus	5	mg/kg	EPA SW-846 9045	$
Total Nitrogen	100	mg/kg	EPA SW-846 9045	$
Conductivity	1	µmho/cm	EPA SW-846 9045	$
Nitrogen, Nitrate Total (as N)	0.1	mg/K	4500-NO3-E	$
Nitrogen, Kjeldahl Total (as N)	0.1	mg/K	4500-NH3-F	$
			- Total -	$

27.10 Table I W. W. Priority Pollutants

Parameter	Detection	Method	Units	Unit Price
Aluminum, Total	20.0	EPA 200.7	µg/L	$
Antimony, Total	1.6	EPA 200.7	µg/L	$
Arsenic, Total	1.0	EPA 200.7	µg/L	$
Barium, Total	1.0	EPA 200.7	µg/L	$
Beryllium, Total	1.0	EPA 200.7	µg/L	$
Cadmium, Total	1.0	EPA 200.7	µg/L	$
Chromium, Total	1.0	EPA 200.7	µg/L	$
Hex Chromium	1.0	EPA 218.4	µg/L	$
Copper, Total	5.0	EPA 200.7	µg/L	$
Cyanide, Total	0.020	EPA 335.2	µg/L	$
Lead, Total	1.0	EPA 200.7	µg/L	$
Manganese, Total	20.0	EPA 200.7	µg/L	$
Mercury, Total	0.002	EPA 245.1	µg/L	$
Molybdenum, Total	5.0	EPA 245.1	µg/L	$
Nickel, Total	5.0	EPA 200.7	µg/L	$
Phenol, Total Recoverable	3.0	EPA 420.1	µg/L	$
Selenium, Total	2.0	EPA 200.7	µg/L	$
Silver, Total	1.0	EPA 200.7	µg/L	$
Thallium, Total	1.0	EPA 200.7	µg/L	$
Zinc, Total	10.0	EPA 200.7	µg/L	$
Acid Digestion, Total Metals		EPA 200.7	µg/L	$
Concentrate ICAP Sx 2x Prior to Analysis		EPA 200.7	µg/L	$
Extraction Chlorides Pesticides / PCBs Continuous Liquid – Liquid Extraction		EPA 608	µg/L	$
Extraction Semi-volatile Compounds Continuous Liquid – Liquid Extraction		EPA 625	µg/L	$

Parameter	Method	Detection	Units	Unit Price
Pesticides / PCBs (25 Organochlorine)	EPA 608	0.01	µg/L	$
Semi-volatile Organics (56)	EPA 625	0.50	µg/L	$
Semi-volatile Organics-Non Standard List 1,2-Diphenylhydrazine as Azobenzene	EPA 625 Modified	0.50	µg/L	$
Volatile Organics (27)	EPA 624	2.0	µg/L	$
Volatile Organics – Non Standard List (2)	EPA 624 Modified	5.0	µg/L	$
			- Total -	$

27.11 Table J – W. T. Metals Group A

Parameter	Detection	Units	Method	Unit Price
Arsenic, Total	1	µg/L	Meets Detection Limit	$
Barium, Total	0.06	mg/L	Meets Detection Limit	$
Cadmium, Total	1	µg/L	Meets Detection Limit	$
Chromium, Total	5	µg/L	Meets Detection Limit	$
Copper, Total	5	µg/L	Meets Detection Limit	$
Iron, Total	0.05	mg/L	Meets Detection Limit	$
			- Total -	$

27.12 Table K – W. T. Metals Group B

Parameter	Detection	Units	Method	Unit Price
Lead, Total	0.06	mg/L	Meets Detection Limit	$
Manganese, Total	0.05	mg/L	Meets Detection Limit	$
Mercury, Total	0.002	mg/L	Meets Detection Limit	$
Selenium, Total	0.05	mg/L	Meets Detection Limit	$
Silver, Total	1	µg/L	Meets Detection Limit	$
Zinc, Total	0.05	mg/L	Meets Detection Limit	$
			- Total -	$

27.13 Table L – W. T. Pesticides / Herbicides

Parameter	Method	Unit Price
Herbicides (Method Full List)	SW – 846 8150	$
Pesticides (Method Full List)	EPA 608	$
	- Total -	$

27.14 Table M – W. T. TTHM

Parameter	Detection	Units	Method	Unit Price
Bromoform	1.0	µg/L	EPA 624	$
Chloroform	1.0	µg/L	EPA 624	$
Bromodichloromethane	1.0	µg/L	EPA 624	$
Dibromochloromethane	1.0	µg/L	EPA 624	$
Total Trihalomethanes	1.0	µg/L	EPA 624	$
			- Total -	$

27.15 Table N – W. T. HAA - 5

Parameter	Detection	Units	Method	Unit Price
Chloroacetic acid	1.0	µg/L	SM 6233	$
Dichloroacetic acid	1.0	µg/L	SM 6233	$
Trichloroacetic acid	1.0	µg/L	SM 6233	$
Bromoacetic acid	1.0	µg/L	SM 6233	$
Dibromoacetic acid	1.0	µg/L	SM 6233	$
Total regulated Haloacetic acids	1.0	µg/L	SM 6233	$
Bromochloroacetic acid	1.0	µg/L	SM 6233	$
			- Total -	$

27.16 Table O – W. T. TOC

Parameter	Detection	Units	Method	Unit Price
Total Organic Carbon	0.1	mg/L	SM 9222 D	$
			- Total -	$

27.17 Table OO– W. T.Distribution- Lead & Copper

Parameter	Detection	Units	Method	Unit Price
Lead, Total	0.00100	mg/L	E200.8,ICP-MS	$
Copper, Total	0.00100	mg/L	E200.8,ICP-MS	$
			- Total -	$

27.18 Table OOO- W.T. SUVA

Parameter	Detection	Units	Method	Unit Price
Specific Ultraviolet Absorption (SUVA)	0.01	L/mg-M	Calculation of results from: SM 5910B (UV254) SM5310D (DOC)	$

27.19 Table P – W. T. Radionuclides

Parameter	Detection	Units	Method	Unit Price
Radionuclides, Gross α	1.0	pCi/L	SM 7110	$
Radionuclides, Gross β	1.0	pCi/L	SM 7110	$
Radionuclides, Total	1.0	pCi/L	SM 7110	$
			- Total -	$

27.20 Table Q – W. W. Permit & Process Control

Parameter	Detection	Units	Method	Unit Price
**B.O.D. - 5	1.0	mg/L	SM 5210 B	$
C.B.O.D. - 5	1.0	mg/L	SM 5210 A	$
***Total Suspended Solids	1.0	mg/L	SM 2540 D	$
Volatile Suspended Solids	1.0	mg/L	SM 2540 E	$
****Ammonia as Nitrogen	0.01	mg/L	SM 4500 NH3	$
Fecal coliform	1.0	Cfu/100 ml	SM 9222	$
Chemical Oxygen demand	5.0	mg/L	SM 5220 D	$
			- Total -	$

** BOD5 ANALYSIS PER YEAR 1,820 (some WWTP permits require daily sampling for BOD5)
***TSS ANALYSIS PER YEAR 2,030
**** Ammonia as Nitrogen analysis per year 200

27.20 Table R – W. T. Ion Analysis

Parameter	Detection	Units	Method	Unit Price
Fluoride	Method Low	mg/L	EPA 300.0	$
Bromide	Method Low	mg/L	EPA 300.0	$
Nitrite	Method Low	mg/L	EPA 300.0	$
Nitrate	Method Low	mg/L	EPA 300.0	$
Ortho-Phosphate	Method Low	mg/L	EPA 300.0	$
Sulfate	Method Low	mg/L	EPA 300.0	$
Chloride	Method Low	mg/L	EPA 300.0	$
Sodium	Method Low	mg/L	EPA 300.7	$
Potassium	Method Low	mg/L	EPA 300.7	$
Magnesium	Method Low	mg/L	EPA 300.7	$
Ammonium	Method Low	mg/L	EPA 300.7	$
Calcium	Method Low	mg/L	EPA 300.7	$
			- Total -	$

27.21 Table S – Microbiology

Parameter	Method	Unit Price
Total Coliforms	SM 9222 B	$
Fecal Coliforms	SM 9222 D	$
Chromogenic Substrate Total Coliforms	SM 9223 B (Colilert)	$
Fluorogenic Substrate Fecal Coliforms (E. coli)	SM 9223 B (Colilert)	$
	- Total-	$

27.22 Table T – Industrial Pretreatment

Parameter	Method	Unit Price
Fats, Oils & Grease (FOG)	SM 9222 B	$
TOC (Total Organic Carbon)	SM 9222 D	$
TOX (Total Organic Halides)	SM 9223 B	$
B-TEX	EPA 602	$
TPH (Total Petroleum Hydrocarbons)	SM 9223 B	$
Cyanide	EPA 335.2	$
Phenols	EPA 420.1	$
- Total -		$

27.23 Table U – Storm Water Multi-sector General Permit

Parameter	Detection	Units	Method	Unit Price
Arsenic	0.05	mg/L	EPA SW-846 6010	$
Barium	0.05	mg/L	EPA SW-846 6010	$
Cadmium	0.05	mg/L	EPA SW-846 6010	$
Chromium	0.05	mg/L	EPA SW-846 6010	$
Copper	0.05	mg/L	EPA SW-846 6010	$
Lead	0.05	mg/L	EPA SW-846 6010	$
Manganese	0.05	mg/L	EPA SW-846 6010	$
Mercury	0.002	mg/L	EPA SW-846 6010	$
Nickel	0.05	mg/L	EPA SW-846 6010	$
Selenium	0.05	mg/L	EPA SW-846 6010	$
Silver	0.05	mg/L	EPA SW-846 6010	$
Zinc	0.05	mg/L	EPA SW-846 6010	$
			- Total -	$

28.0 Tab C – Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-790-1825

> check box if applicable <

☐ **I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.**

Name _____ Signature _____ Date _____

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity _____ Date _____

29.0 Tab D **AFFIDAVIT**

Project:_____

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

_____
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this_____day of _____20_____.

_____
Notary Public

My commission expires:

_____

30.0 Tab D – Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

30.1 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.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

30.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

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

1. **Name of business entity filing form, and the city, state, and country of the business entity's place of business.**

2. **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

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 goods or services to be provided under the contract.**

4. Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5. Check only if there is NO Interested Party. ☐

6. **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is trued and correct.

_____
Signature of Authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/05/2015

31.0 Tab E – Discretionary Contracts Disclosure

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First _____ M.I. _____ Last _____ Suffix _____

***2. Contract Information.**

a) Contract or Project name(s): _____

b) Originating Department(s): _____

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Name (Print)	Signature	Name (Print)	Signature

***4. Lost any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): _____

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: _____

_____

_____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

_____

_____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner of officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: _____

_____

_____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: _____

_____

_____

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Name (Print)	Signature	Title
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered.
If necessary to mail, send to:
City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

32.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 30, 2018; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on July 31, 2018.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Analytical Lab Services
FY18-081

Bids are to be mailed: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78042-0579**	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

Required Submittals:

1. **Bidder information sheet**
2. **Signed Bid Price Schedule & Safety Plan of Service**
3. **Conflict of Interest Disclosure**
4. **Non-Collusive Affidavit**
5. **Discretionary Contract Disclosure**
6. **Certificate of Interested Parties (Must be Notarized)**
7. **Please submit one original signature bid document and two copies**

Utilities **f.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Riazul Mia, P.E., Utilities Director

SUBJECT

Consideration to ratify the issuance of an emergency purchase order by the Co-Interim City Managers in the amount not to exceed $120,000.00 to BARCO Pump Company, Schertz, Texas for the rental of four (4) 12 inch submersible 140 HP pumps, (4) 10 inch by 8 inch diesel centrifugal pumps, associated HDPE suction pipe, discharge hose, manifold, and fittings for the El Pico Water Treatment Plant Raw Water Pump Station. Funding is available in the Water Works Construction Fund.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Staff is requesting approval for the rental of equipment for the emergency backup of El Pico Water Treatment Plant Raw Water Pump Station in the event the sole 15 MGD pump fails. The rental of this equipment is necessary to preserve and protect the public health of the City's residents. The two 15 MGD pumps are out for repairs with 10-12 week delivery time which during this time leaves the El Pico Water Treatment Plant in a critical state should the remaining sole pump fail. Provided equipment is as follows: (4) 12 inch submersible 140 HP pumps, (4) 10 inch by 8 inch diesel centrifugal pumps, associated HDPE suction pipe, discharge hose, manifold, and fittings, labor to assemble, delivery, and pickup.

BARCO Pump Company
153 Windy Meadows Dr.
Schertz, TX 78154

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends that motion be approved.

Fiscal Impact

Fiscal Year:	2018-19
Bugeted Y/N?:	Y
Source of Funds:	Water Works Construction
Account #:	557-4150-538-0353
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Funding available in the Utilities Department Water Construction Fund.

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Riazul Mia, P.E., Utilities Director

SUBJECT

Consideration to ratify the issuance of an emergency purchase order by the Co-Interim City Managers in the amount of $77,345.12 to Austin Armature Works, LP., Buda, Texas for the labor and parts to repair two (2) Fairbanks Morse 300 HP submersible pumps at the Jefferson Water Treatment Plant for the Utilities Department. Funding is available in the Water Works Operations Fund.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The cost proposal of $77,345.12 as provided for the two (2) 300 HP submersible pumps:

Pump Information	**Repair Cost**
Fairbanks ID #A7317	$35,680.81
Fairbanks ID #A7438	$41,664.31
Total Repair Cost	$77,345.12

Scope of work:
Incoming test/inspection, disassembly, dip and bake stator, repair the impeller with Balzona 1111, coat impeller with Balzone 1341, dynamically balance rotor,assembly with new bearings, seals, o-rings, hardware, paint, test run, final inspection, and transportation for pickup and delivery.

Austin Armature Works, LP
496 Commercial Drive
Buda, TX 78610

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends that action be approved.

	Fiscal Impact
Fiscal Year:	2018-19
Bugeted Y/N?:	Y
Source of Funds:	Operations
Account #:	557-4120-533-2037
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Fundinig available in the Water Works Operations Fund account number 557-4120-533-2037.

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Riazul Mia, P.E., Utilities Director

SUBJECT

Authorizing the Co-Interim City Managers to approve Amendment No.1 to the professional engineering services contract in the amount $36,500.00 to LNV, Inc. for the Supervisory Control and Data Acquisition (SCADA) System and radio communication study for the water plants and water distribution system. The additional scope of work will be to perform a study that will identify the existing equipment, provide cost-effective recommendations for solutions for immediate, near, and long-term recommendations regarding the existing SCADA system. The total new contract price with approved amendment will be $84,500.00. Funding is available in the 2015 Water Revenue Bond.

PREVIOUS COUNCIL ACTION

The following is the awarded timeline for the awarded contract:

- Council approved LNV , Inc. as the selected firm based on the Request for Qualifications (RFQ) on 12/7/15

- Council approved contract in the amount of $48,000.00 for AMI antenna towers on 11/20/17

BACKGROUND

The additional amendment scope of work will be to perform a study that will identify the existing equipment, provide cost-effective recommendations for solutions for immediate, near, and long-term recommendations regarding the existing SCADA system. The scope of work will include a site survey, network telemetry system inspection, and preliminary engineering report fo the SCADA upgrades.

The Fee summary for is as follows:

I. **Engineering Services:**

Comprehensive Site Survey and Network System Inspection	$11,000.00

Preliminary Engineering Report	$18,000.00

II. **Additional Services:**

Bid Phase Services	$ 2,000.00
Implementation Phase	$ 5,500.00
TOTAL ENGINEERING FEES	**$36,500.00**

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Approve of Motion.

Fiscal Impact

Fiscal Year:	2018-19
Bugeted Y/N?:	Y
Source of Funds:	2015 Water Revenue Bond
Account #:	557-4197-533-5526
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding available in the 2015 Water Revenue Bond.

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to award annual service contract number FY19-080 to the following vendors:

1. Rafter P. Transport Inc., Floresville, Texas in an amount up to $100,000.00 (Primary Vendor);
2. Laredo Concrete Cutting & Sandblasting, Laredo, Texas in an amount up to $75,000.00 (Secondary Vendor);

for the removal and disposal of dry sludge from the Jefferson & El Pico Water Treatment Plants to the City of Laredo landfill. The frequency and number of loads vary depending on the City's need. When the primary vendor is unavailable for the pickup of sludge, the secondary vendor shall be contacted. The term of this contract shalll be for a period of one (1) year beginning as of the date of its execution. This contract has three extension periods. Funding is available in the Utilities Department – Water Treatment Division Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Three bids were received through Cit-E-Bid for furnishing loading and hauling dry sludge from the El Pico Water Treatment plant to the City’s landfill. The frequency and number of loads vary depending on the City's need but the contract is based on an estimate of 30,000 cubic yards of sludge. The vendor shall operate and maintain a TCEQ Transporter Permit and DOT Certificate as required by the Texas Commission on Environmental Quality. All services will be secured on an as need basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Pricing Summary:

	Rafter P. Transport Floresville, Texas	Laredo Concrete Cutting Laredo, Texas	Emperor Services Laredo, Texas
Description	Unit Cost/Cubic Yard	Unit Cost/Cubic Yard	Unit Cost/Cubic Yard
Dry Pant Sludge (Jefferson Water Plant)	$ 6.70	$ 7.85	$ 34.00
Dry Plant Sludge (El Pico Water Plant)	$10.00	$ 10.80	$ 36.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contract be approved.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	

Account #: 557-4120-533-3920

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY19-080

FY19-080 Contracts

				Rafter P Transport (Rafter P Transport, Corp)		Laredo Concrete Cutting & Sandblasting		Emperor Services,LLC	
				Total Price	$234,000.00	Total Price	$265,000.00	Total Price	$1,040,000.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I – Hauling & Disposal of Dry Sludge	1	PKG	**$234,000.00**	$234,000.00	$265,000.00	$265,000.00	$1,040,000.00	$1,040,000.00
1.1	Jefferson Water Plant Sludge	20000	Unit Cost/ Cubic Yard	**$6.70**		$7.85		$34.00	
1.2	El Pico Plant Sludge	10000	Unit Cost/ Cubic Yard	**$10.00**		$10.80		$36.00	

Line #
1
1.1
1.2

FY19-080 Dry Sludge Removal
Rafter P Transport
Supplier Response

Event Information

Number:	FY19-080 Dry Sludge Removal
Title:	FY19-080 Dry Sludge Removal Jefferson & El Pico Water Plants
Type:	Request For Bid
Issue Date:	6/10/2019
Deadline:	7/2/2019 05:00 PM (CT)
Notes:	All questions for this bid shall be submitted in writing or by email no later than June 21, 2019. List of any equipment, references, TCEQ Transporter Number should be submitted through Cit-E-Bid as an attachment.

Contact Information

Contact: Enrique Aldape III
Address: 5512 Thomas Avenue
Purchasing Division
Public Works Service Center
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Rafter P Transport Information

Contact: Wesley Pfeil
Address: PO Box 813
Floresville, TX 78114
Phone: (830) 391-9870
Email: rafterptransport@yahoo.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Tiffany Franklin on behalf of Rafter P Transport
Signature

rafterptransport@yahoo.com
Email

Submitted at 7/2/2019 3:55:00 PM

Response Attachments

fy19-080 rafter p transport response.pdf

Manual bid response from Rafter P Transport for FY19-080

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Rafter P Transport; Wesley Pfeil, PO Box 813, Floresville TX 78114
3	**State how long under has the business been in its present business name** 15 years
4	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6 Questions Part 1

1) Is any litigation pending against the Business?
2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?
3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting?
4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?
5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

N/A

7 Questions Part 2

1) Is the Business in arrears in any contract or debt?
2) Has the Business been a defaulter, as a principal, surety, or otherwise?
3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

N/A

8 State if the Company is a certified minority business enterprise

This company is not a certified minority business

9 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.
Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.
The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.
The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.
The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:
1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

10 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity.
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

12 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

13 **This is a**

New Submission

14 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Wesley J. Pfeil

15 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

a) FY19-080 Dry Sludge Removal Jefferson & El Pico Water Plants
b) Purchasing

16 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Wesley J. Pfeil; Rafter P Transport

17 **Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

18 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

19 **Question 5. List any individuals or entitites that will be subcontractors on this contract**

Not Applicable

20 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

21 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

22 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

23 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner of officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

24 **Question 7. Disclosure of policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

25 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

26 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

27 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

28 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section

29 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I have acknowledge that I have been advised

31 **Question 11. Oath**

Please complete in this section the required information for your company:
1) Name
2) Title
3) Company or DBA
4) Date

Wesley Pfeil
President
Rafter P Transport, Corp.
7/1/19

32 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

I swear or affirm information is correct

33 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

34	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
35	**Company Information Questionnaire** I have completed this section
36	**Conflict of Interest Questionnaire** I have completed this section
37	**Non-Collusive Affidavit** I have completed and included this form
38	**Discretionary Contracts Disclosure** I have completed this section

39 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

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.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form

40 **Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-O-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, 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. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.
S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions

41 **Contract Requirements**

1.CODE OF ETHICS ORDINANCE 2012-0-126
Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.
1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD
A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.
1.3 NON-COLLUSIVE AFFIDAVIT (Attached)
The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.
1.4 CONTRACT DISCLOSURE FORMS (Attached)
The City of Laredo requires the following forms to be completed as a part of this bid for consideration;
1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) **Upon Award of Bid Only**
1.5 CONFLICT OF INTEREST FORMS (Attached)
Conflict of Interest Disclosure:
A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.
1.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)
Certificate of Interested Parties (Form 1295)
Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

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.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I have read and understand this section

42 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS
Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once

the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven

calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:
City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the two lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and one secondary vendor.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the

successful bidder will be determined by choosing lots at the City Council meeting chambers.
(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
11.0 PAYMENT & INVOICING
(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

I Agree to the Terms and Conditions

43 **Equipment List**

Yes

44 **Prior Contract List or References**

Yes

Bid Lines

1 **Package Header**

Section I – Hauling & Disposal of Dry Sludge

Quantity: 1 UOM: PKG Total: $234,000.00

Item Notes: 1.0 Scope of Work
The City of Laredo is now accepting sealed bids, subject to the Terms and conditions of this invitation for bids and other contract provisions, from qualified transportation contractor to provide service to load and transport approximately 20,000 cubic yard of dry sludge from the Jefferson and El Pico Water Treatment Plant to the City of Laredo landfill. The landfill is located two miles east of intersection of State Highway 359 and Loop 20. The landfill is 800 feet north of Highway 359. The term of this contract is for a one-year period with the right to renew the contract annually for three, one-year terms (based on the initial bid submitted). Any contract extension must be mutually agreeable to the City of Laredo and the successful Contractor.
Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division,

5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

For additional questions regarding these specifications please contact:
Contact Phone# or Email
Tony Moreno
(956) 795-2620
tmoreno@ci.laredo.tx.us

1.1 Successful Bidders desiring to inspect the plant facility to view the facilities and the produced dry sludge must request and receive authorization from the City of Laredo Utilities Department before actual visits take place.

1.2 Successful Bidder must be registered with the State TCEQ Sludge Transporter Program and must have an active sludge transporter permit at the time of bid submittal. A copy of said permit certificate will need to be included on the proposed bid submittal package.

2.0 Permits/Licenses
Contractor is responsible for all State and Federal permits and/or licenses required to perform the duties of this contract.

3.0 Site locations

3.1 Jefferson Water Treatment Plant: 2519 Jefferson Street, Laredo, Texas, 78040.

3.2 El Pico Water Treatment Plant: 19002 Riverbank Drive, Laredo, Texas, 78045.

4.0 Service Requirements

4.1 Disposal: The contractor shall transport all sludge to the City of Laredo Landfill within 90 days of commencing of contract. The landfill tipping fee will be paid by the City of Laredo.

4.1.1 The contractor shall log in and out at the scale house as part of the landfill record-keeping requirements.

4.1.2 The contractor shall also complete a Municipal Sludge Manifest for each load and a paint filter test shall be completed daily. The paint filter test results shall be submitted to the El Pico Water Treatment Plant or Jefferson Water Treatment Plant personnel on a daily basis.

5.0 Applicable Specifications
The contractor shall at all times observe and comply with all Federal and State Laws which, in any manner, affect the operation and provision of this service. The contractor shall have all necessary permits including hauling permit from Texas Commission on Environmental Quality (TCEQ), City, licenses and fees, and give all notices necessary and incidental to the operation of this service. All fees imposed on the contractor or imposed by a Federal, State, or local governmental agency shall be paid when due.

6.0 Contractor Requirements
Successful bidder will be required to comply with City Of Laredo Waste transporter Rules and Regulations set forth by the Utilities Department Water Pollution Control. Bidder must be operating under the TCEQ Transporter Permit and DOT Certificate for a minimum of 2 years.

6.1 Successful bidder shall be required to provide the necessary manpower to drive, park, and load the end dump trucks at Jefferson and El Pico Water Plant.

6.2 Loading of dry sludge into dump trucks will be provided by the successful bidder. The loader will be provided and maintained by Bidder.

6.3 Materials needed to load (plastic liner), transport, and dispose of the sludge hauled, is the sole responsibility of the bidder. Contractor will couple and transport loaded end dump trailers.

6.4 Loading of trucks will take place between 7:00 AM and 5:00 PM. Monday-Friday. In the event of a special sludge loading tasks modification will be required in order to satisfy unscheduled accumulated sludge hauling.

6.5 Successful bidder will be required to use a city approved sludge transporter manifest form for every load. Copy of manifest forms shall be submitted to the Water Treatment Plant Office on a daily basis.

6.6 All transported loads will have to comply with Texas Department of Transportation rules and regulations in relation to weight limits.

6.7 Successful bidder must follow safety rules and policies when accessing and on the plant's facility grounds.

6.8 Quantities listed are approximate quantities and the City of Laredo may increase or decrease the number of loads as it deems necessary. The City of Laredo reserves the right to increase the quantities by an additional 5,000 cubic yards upon mutual agreement between the City of Laredo and the successful bidder.

7.0 Invoicing
Fuel surcharges and landfill tipping fees shall be entered as separate line items on the invoice.

8.0 Term of Contract
The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.
The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

8.1 This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

9.0 Price Adjustment******
The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

Package Items

1.1 Jefferson Water Plant Sludge

Quantity: 20000 UOM: Unit Cost/ Cubic Yard Price: $6.70 Total: $134,000.00

1.2 El Pico Plant Sludge

Quantity: 10000 UOM: Unit Cost/ Cubic Yard Price: $10.00 Total: $100,000.00

Response Total: $234,000.00

FY19-080 Dry Sludge Removal
Laredo Concrete Cutting & Sandblasting
Supplier Response

Event Information

Number:	FY19-080 Dry Sludge Removal
Title:	FY19-080 Dry Sludge Removal Jefferson & El Pico Water Plants
Type:	Request For Bid
Issue Date:	6/10/2019
Deadline:	7/2/2019 05:00 PM (CT)
Notes:	All questions for this bid shall be submitted in writing or by email no later than June 21, 2019. List of any equipment, references, TCEQ Transporter Number should be submitted through Cit-E-Bid as an attachment.

Laredo Concrete Cutting & Sandblasting Information

Contact: Adrian Rodriguez
Address: 7404 Mines Rd.
Laredo, TX 78045
Phone: (956) 568-9574
Fax: (956) 267-8588
Toll Free: (956) 286-6500
Email: adrian@ldoconcretecutting.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Tiffany Franklin on behalf of Laredo Concrete Cutting & Sandblasting LLC
Signature

adrian@ldoconcretecutting.com
Email

Submitted at 7/2/2019 10:05:00 AM

Response Attachments

fy19-080 laredo concrete cutting bid response.pdf

Manual response for FY19-080, Laredo Concrete Cutting & Sandblasting

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Laredo Concrete Cutting & Sandblasting LLC; Adrian Rodriguez 956-286-6500; Benito Rodriguez 956-451-7037
3	**State how long under has the business been in its present business name** 7 yrs
4	**If applicable, list all other names under which the Business identified above operated in the last five years** None
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

9 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

10 **Conflict of Intererst Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity.

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

23 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner of officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

24 **Question 7. Disclosure of policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

25 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

26 **Question 8. Discloure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

27 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

28 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section

29 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

39 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

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.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form

41 **Contract Requirements**

1.CODE OF ETHICS ORDINANCE 2012-0-126
Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.
1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD
A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.
1.3 NON-COLLUSIVE AFFIDAVIT (Attached)
The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.
1.4 CONTRACT DISCLOSURE FORMS (Attached)
The City of Laredo requires the following forms to be completed as a part of this bid for consideration;
1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) **Upon Award of Bid Only**
1.5 CONFLICT OF INTEREST FORMS (Attached)
Conflict of Interest Disclosure:
A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.
1.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)
Certificate of Interested Parties (Form 1295)
Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

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In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I have read and understand this section

42 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS
Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once

calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:
City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

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(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

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(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

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(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the

5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

For additional questions regarding these specifications please contact:
Contact Phone# or Email
Tony Moreno
(956) 795-2620
tmoreno@ci.laredo.tx.us

1.1 Successful Bidders desiring to inspect the plant facility to view the facilities and the produced dry sludge must request and receive authorization from the City of Laredo Utilities Department before actual visits take place.

1.2 Successful Bidder must be registered with the State TCEQ Sludge Transporter Program and must have an active sludge transporter permit at the time of bid submittal. A copy of said permit certificate will need to be included on the proposed bid submittal package.

2.0 Permits/Licenses
Contractor is responsible for all State and Federal permits and/or licenses required to perform the duties of this contract.

3.0 Site locations

3.1 Jefferson Water Treatment Plant: 2519 Jefferson Street, Laredo, Texas, 78040.

3.2 El Pico Water Treatment Plant: 19002 Riverbank Drive, Laredo, Texas, 78045.

4.0 Service Requirements

4.1 Disposal: The contractor shall transport all sludge to the City of Laredo Landfill within 90 days of commencing of contract. The landfill tipping fee will be paid by the City of Laredo.

4.1.1 The contractor shall log in and out at the scale house as part of the landfill record-keeping requirements.

4.1.2 The contractor shall also complete a Municipal Sludge Manifest for each load and a paint filter test shall be completed daily. The paint filter test results shall be submitted to the El Pico Water Treatment Plant or Jefferson Water Treatment Plant personnel on a daily basis.

5.0 Applicable Specifications
The contractor shall at all times observe and comply with all Federal and State Laws which, in any manner, affect the operation and provision of this service. The contractor shall have all necessary permits including hauling permit from Texas Commission on Environmental Quality (TCEQ), City, licenses and fees, and give all notices necessary and incidental to the operation of this service. All fees imposed on the contractor or imposed by a Federal, State, or local governmental agency shall be paid when due.

6.0 Contractor Requirements
Successful bidder will be required to comply with City Of Laredo Waste transporter Rules and Regulations set forth by the Utilities Department Water Pollution Control. Bidder must be operating under the TCEQ Transporter Permit and DOT Certificate for a minimum of 2 years.

6.1 Successful bidder shall be required to provide the necessary manpower to drive, park, and load the end dump trucks at Jefferson and El Pico Water Plant.

6.2 Loading of dry sludge into dump trucks will be provided by the successful bidder. The loader will be provided and maintained by Bidder.

6.3 Materials needed to load (plastic liner), transport, and dispose of the sludge hauled, is the sole responsibility of the bidder. Contractor will couple and transport loaded end dump trailers.

1.2 El Pico Plant Sludge

Quantity: 10000 UOM: Unit Cost/ Cubic Yard Price: $10.80 Total: $108,000.00

Response Total: $265,000.00

FY19-080 Dry Sludge Removal

FY19-080 Dry Sludge Removal Jefferson & El Pico Water Plants

Issue Date: 6/10/2019
Response Deadline: 7/2/2019 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Enrique Aldape III
Address: 5512 Thomas Avenue
Purchasing Division
Public Works Service Center
Laredo, TX 78041
Phone: 956 (794) 1733

Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Event Information

Number:	FY19-080 Dry Sludge Removal
Title:	FY19-080 Dry Sludge Removal Jefferson & El Pico Water Plants
Type:	Request For Bid
Issue Date:	6/10/2019
Response Deadline:	7/2/2019 05:00 PM (CT)
Notes:	All questions for this bid shall be submitted in writing or by email no later than June 21, 2019. List of any equipment, references, TCEQ Transporter Number should be submitted through Cit-E-Bid as an attachment.

Ship To Information

Contact: Jose A. Valdez, Jr.
Address: 1110 Houston St
3rd floor
City Secretary
City Hall
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

Billing Information

Contact: Jorge Jolly
Address: PO Box 210
Accounts Payable
City Hall
2nd
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

Bid Attributes

1 **Questionnaire Description**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

2 **Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid**

Laredo Concrete Cutting & Sandblasting LLC
Adrian Rodriguez 956 286 6500
Benito Rodriguez 956 4517037

(Required: Maximum 1000 characters allowed)

3 **State how long under has the business been in its present business name**

7yrs

(Required: Maximum 1000 characters allowed)

4 **If applicable, list all other names under which the Business identified above operated in the last five years**

None

(Required: Maximum 4000 characters allowed)

5 **State if the Company is a certified minority business enterprise** NO

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6 **Questions Part 1**

1) Is any litigation pending against the Business? NO
2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? NO
3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting?
4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? NO
5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? NO

(Required: Maximum 4000 characters allowed)

7 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? NO
2) Has the Business been a defaulter, as a principal, surety, or otherwise? NO
3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? NO

(Required: Maximum 4000 characters allowed)

8 **State if the Company is a certified minority business enterprise**

- ☐ Historically Underutilized Business (HUB)
- ☐ Small Disadvantaged Business Enterprise (SCBC)
- ☐ Disadvantaged Business Enterprise (DBE)
- ☐ Other
- ☑ This company is not a certified minority business

(Required: Check only one)

9 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

10 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity.

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid:

☑ I attest there is no conflict of interest ☐ I acknowledge possible conflict of interest

(Required: Check only one)

12 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

13 **This is a**

☑ New Submission ☐ Correction ☐ Update to previous submission

(Required: Check only one)

14 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

None

(Required: Maximum 1000 characters allowed)

15 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

None

(Required: Maximum 4000 characters allowed)

16 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

None

(Required: Maximum 4000 characters allowed)

17 **Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☑ Not Applicable ☐ It applies to my business

(Required: Check only one)

18 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

none

(Optional: Maximum 4000 characters allowed)

19 **Question 5. List any individuals or entitites that will be subcontractors on this contract**

☑ Not Applicable ☐ It applies to my business

(Required: Check only one)

20 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

none

(Optional: Maximum 4000 characters allowed)

21 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

☑ Not Applicable ☐ It applies to my business

(Required: Check only one)

22 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

none

(Optional: Maximum 4000 characters allowed)

23 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner of officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☑ Not Applicable ☐ It applies to my business

(Required: Check only one)

24 **Question 7. Disclosure of policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

none

(Optional: Maximum 4000 characters allowed)

25 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

26 **Question 8. Discloure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☐ I am aware of conflict of interest ☑ I am not aware of any conflict of interest

(Required: Check only one)

27 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

none

(Optional: Maximum 4000 characters allowed)

28 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section

(Required: Check if applicable)

29 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section

(Required: Check if applicable)

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised

(Required: Check if applicable)

31 **Question 11. Oath**

Please complete in this section the required information for your company:
1) Name
2) Title
3) Company or DBA
4) Date

Laredo Concrete Utility Solutions LLC
Owner Adrian Rodgw
7/1/19

(Required: Maximum 4000 characters allowed)

32 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

☑ I swear or affirm information is correct

(Required: Check if applicable)

33 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

34 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

35 **Company Information Questionnaire**

☑ I have completed this section
(Required: Check if applicable)

36 **Conflict of Interest Questionnaire**

☑ I have completed this section
(Required: Check if applicable)

37 **Non-Collusive Affidavit**

☑ I have completed and included this form
(Required: Check if applicable)

38 **Discretionary Contracts Disclosure**

☑ I have completed this section
(Required: Check if applicable)

39

Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

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.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ will comply with this form
(Required: Check if applicable)

40

Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-O-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, 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. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.
S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

(Required: Check if applicable)

4.1 Contract Requirements

1.CODE OF ETHICS ORDINANCE 2012-0-126
Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.
1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD
A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.
1.3 NON-COLLUSIVE AFFIDAVIT (Attached)
The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.
1.4 CONTRACT DISCLOSURE FORMS (Attached)
The City of Laredo requires the following forms to be completed as a part of this bid for consideration;
1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) **Upon Award of Bid Only**
1.5 CONFLICT OF INTEREST FORMS (Attached)
Conflict of Interest Disclosure:
A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.
1.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)
Certificate of Interested Parties (Form 1295)
Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

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.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I have read and understand this section
(Required: Check if applicable)

4.2 Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications,

or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.
All protests must be duly submitted via Certified Mail to:
City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.
8.0 BIDDER DISCOUNTS
(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.
9.0 INTENT OF CONTRACT
a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT
(a) This contract will be awarded to the two lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and one secondary vendor.
(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
11.0 PAYMENT & INVOICING
(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

☑ I Agree to the Terms and Conditions
(Required: Check if applicable)

43 Equipment List

☑ Yes
(Required: Check if applicable)

2008 KW Day Cab
1998 KW Day Cab
2014 Dump Trailer 20 yrds
2014 Dump Trailer 20 yrds

44 Prior Contract List or References

☐ Yes
(Required: Check if applicable)

Bid Lines

1 Package Header

Section I – Hauling & Disposal of Dry Sludge

Quantity: 1 UOM: PKG Total: $

Item Notes: 1.0 Scope of Work
The City of Laredo is now accepting sealed bids, subject to the Terms and conditions of this invitation for bids and other contract provisions, from qualified transportation contractor to provide service to load and transport approximately 20,000 cubic yard of dry sludge from the Jefferson and El Pico Water Treatment Plant to the City of Laredo landfill. The landfill is located two miles east of intersection of State

☒ No bid
☐ Additional notes *(Attach separate sheet)*

Highway 359 and Loop 20. The landfill is 800 feet north of Highway 359. The term of this contract is for a one-year period with the right to renew the contract annually for three, one-year terms (based on the initial bid submitted). Any contract extension must be mutually agreeable to the City of Laredo and the successful Contractor.
Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

For additional questions regarding these specifications please contact:
Contact Phone# or Email
Tony Moreno
(956) 795-2620
tmoreno@ci.laredo.tx.us

1.1 Successful Bidders desiring to inspect the plant facility to view the facilities and the produced dry sludge must request and receive authorization from the City of Laredo Utilities Department before actual visits take place.

1.2 Successful Bidder must be registered with the State TCEQ Sludge Transporter Program and must have an active sludge transporter permit at the time of bid submittal. A copy of said permit certificate will need to be included on the proposed bid submittal package.

2.0 Permits/Licenses
Contractor is responsible for all State and Federal permits and/or licenses required to perform the duties of this contract.

3.0 Site locations

3.1 Jefferson Water Treatment Plant: 2519 Jefferson Street, Laredo, Texas, 78040.

3.2 El Pico Water Treatment Plant: 19002 Riverbank Drive, Laredo, Texas, 78045.

4.0 Service Requirements

4.1 Disposal: The contractor shall transport all sludge to the City of Laredo Landfill within 90 days of commencing of contract. The landfill tipping fee will be paid by the City of Laredo.

4.1.1 The contractor shall log in and out at the scale house as part of the landfill record-keeping requirements.

4.1.2 The contractor shall also complete a Municipal Sludge Manifest for each load and a paint filter test shall be completed daily. The paint filter test results shall be submitted to the El Pico Water Treatment Plant or Jefferson Water Treatment Plant personnel on a daily basis.

5.0 Applicable Specifications
The contractor shall at all times observe and comply with all Federal and State Laws which, in any manner, affect the operation and provision of this service. The contractor shall have all necessary permits including hauling permit from Texas Commission on Environmental Quality (TCEQ), City, licenses and fees, and give all notices necessary and incidental to the operation of this service. All fees imposed on the contractor or imposed by a Federal, State, or local governmental agency shall be paid when due.

6.0 Contractor Requirements
Successful bidder will be required to comply with City Of Laredo Waste transporter Rules and Regulations set forth by the Utilities Department Water Pollution Control. Bidder must be operating under the TCEQ Transporter Permit and DOT Certificate for a minimum of 2 years.

6.1 Successful bidder shall be required to provide the necessary manpower to drive, park, and load the end dump trucks at Jefferson and El Pico Water Plant.

6.2 Loading of dry sludge into dump trucks will be provided by the successful bidder. The loader will be provided and maintained by Bidder.

6.3 Materials needed to load (plastic liner), transport, and dispose of the sludge hauled, is the sole responsibility of the bidder. Contractor will couple and transport loaded end dump trailers.

6.4 Loading of trucks will take place between 7:00 AM and 5:00 PM. Monday-Friday. In the event of a special sludge loading tasks modification will be required in order to satisfy unscheduled accumulated sludge hauling.

6.5 Successful bidder will be required to use a city approved sludge transporter manifest form for every load. Copy of manifest forms shall be submitted to the Water Treatment Plant Office on a daily basis.

6.6 All transported loads will have to comply with Texas Department of Transportation rules and regulations in relation to weight limits.

6.7 Successful bidder must follow safety rules and policies when accessing and on the plant's facility grounds.

6.8 Quantities listed are approximate quantities and the City of Laredo may increase or decrease the number of loads as it deems necessary. The City of Laredo reserves the right to increase the quantities by an additional 5,000 cubic yards upon mutual agreement between the City of Laredo and the successful bidder.

7.0 Invoicing
Fuel surcharges and landfill tipping fees shall be entered as separate line items on the invoice.

8.0 Term of Contract
The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.
The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of

funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

8.1 This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

9.0 Price Adjustment******
The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

Supplier Notes: _____

Package Items

1.1 Jefferson Water Plant Sludge

Quantity: 20000 UOM: Unit Cost/ Cubic Yard Price: $ 7.85 Total: $ 157,000.00

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.2 El Pico Plant Sludge

Quantity: 10000 UOM: Unit Cost/ Cubic Yard Price: $ 10.80 Total: $ 108,000.00

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Information

Company Name: Laredo Concrete Cutting Sandblasting LLC

Contact Name: Adrian Rodriguez

Address: 7404 Mines Rd
Laredo TX 78045

Phone: 956 286 6500

Fax:

Email: adrian@ldoconcretecutting.com

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Adrian Rodriguez
Print Name

Signature

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Toby Baker, *Executive Director*

Texas Commission on Environmental Quality

Protecting Texas by Reducing and Preventing Pollution

April 25, 2019

ADRIAN RODRIGUEZ
LAREDO CONCRETE CUTTING AND SAND BLASTING
7404 MINES RD
LAREDO, TX 78045-8756

Re: Renewal of Sludge Transportation Registration
LAREDO CONCRETE CUTTING AND SAND BLASTING
Registration Number: 25111 **CN605006808** **RN108872540**

Dear Adrian Rodriguez:

The Section Manager of the Registration and Reporting Section has issued the enclosed registration in accordance with Title 30 of the Texas Administrative Code (30 TAC) Chapter 312 Subsection (§) 312.147 (b). This action is taken under authority delegated by the Executive Director of the Texas Commission on Environmental Quality.

Issuance of this authorization is not an acknowledgment that your operation is in full compliance with state and federal rules and regulations. Failure to comply with all rules and regulations may result in enforcement action and/or the revocation of your registration.

Your registration number is required to appear on all tanks and containers used for the collection and transportation of sewage sludge and similar waste. It should also be used on all correspondence regarding your sludge registration.

A copy of your sludge transporter registration, a copy of your application for registration and copies of all amendments to this registration must be available at all times and at all locations where business is being transacted under this registration, including all motorized vehicles operated under this registration.

If you have any questions or comments, please contact the Sludge Transporter Registration Program at (512) 239-3695.

Sincerely,

Anne Marie Callery, Section Manager
Registration and Reporting Section
Permitting and Registration Support Division

AC/nf

Enclosures
CC: TCEQ Region 16, LAREDO

Texas Commission on Environmental Quality

SLUDGE TRANSPORTER REGISTRATION

Registration Number: 25111 **CN605006808** **RN108872540**

Print Date: April 25, 2019

For the Commission

Company: LAREDO CONCRETE CUTTING AND SAND BLASTING LLC
Regulated Entity: LAREDO CONCRETE CUTTING AND SAND BLASTING
Organization Type: OTHER
County: WEBB
Transport Waste into Texas: NO

Registered Since: November 16, 2015
Expiration Date: August 31, 2020
Status: ACTIVE

TCEQ Region: 16
Transport Waste out of Texas: NO

Physical Address:
7404 MINES RD
LAREDO, TX 78045-8756

Mailing Address:
7404 MINES RD
LAREDO, TX 78045-8756

Contact Information

Contact: ADRIAN RODRIGUEZ

Phone: 956-286-6500

Fax:

E-Mail: ADRIAN@LDOCONCRETECUTTING.COM

Sticker Numbers Issued and Listed below will expire on August 31, 2020:
8834 8835

This is your registration which reflects the information submitted on your application to the Register or Renew as a Transporter of Municipal Sludge(s) and Similar Wastes. Requirements for transportation are provided in accordance with 30 TAC Chapter 312. Issuance of this registration is not acknowledgement by the TCEQ that your operation is in full compliance with the rules and regulations of the TCEQ. Changes or additions referred to this notice require written notification to the TCEQ. Please keep a copy of this registration in every vehicle transporting sludge and all locations where business is being transacted under this registration.

Texas Commission on Environmental Quality

SLUDGE TRANSPORTER

Registration Number: 25111

Print Date: April 25, 2019

For the Commission

Disposal Facility Information

Facility ID	Waste Type	Facility Name	Program
1693B	WT	CITY OF LAREDO LANDFILL	MSWDISP

Waste Types

DS - Septic Tank Waste	**GT** - Grit Trap Waste	**WT** - Water Supply Treatment Plant Sludge
GS - Grease Trap Waste	**PP** - Chemical Toilet Waste	**WW** - Waste Water Treatment Plant Sludge

Texas Commission on Environmental Quality

SLUDGE TRANSPORTER

Registration Number: 25111

Print Date: April 25, 2019

For the Commission

Vehicle Information

License Plate	Year	Vehicle Make	Sticker Issued	Vehicle Capacity
IJ83506	1998	KENWORTH	04/25/2019	30 CY
IL86000	2008	KENWORTH	04/25/2019	30 CY

*UOM - Units of Measure

Laredo Concrete Cutting &
Sandblasting LLC
7404 Mines Rd
Laredo TX 78045

#1

JUL 2'19 AM10:07
REC'D CITY SEC OFF

FY19-080 Dry Sludge Remova

FY19-080 Dry Sludge Removal Jefferson
El Pico Water Plants

Utilities **j.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Riazul I. Mia, P.E., CFM

SUBJECT

Authorizing the Co-Interim City Managers to approve Change Order #3 to Summit Building & Design, Laredo,Texas in the amount of $35,000.00 and additional contract time of 84 calendar days to the contract for the Utilities Department Administration Building Expansion Project. This change order is to repaint all existing rooms and offices of existing building. The new contract sum amounts to $1,306,236.70, and new contract period is 315 calendar days. Funding is available in the Sewer 2017 Revenue Bond.

PREVIOUS COUNCIL ACTION

City Council on May 7, 2018 approved the award of contract to Summit Building & Design, Laredo, Texas in the amount of $1,060,000.00 with a contract time of 180 calendar days for the Utilities Department Administration Building Expansion Project.
City Council on April 1, 2019 approved Change Order #1 in the amount of $79,765.24 with an additional contract time of 30 calendar days for furnishing and installation of HVAC to the Warehouse.
City Council on June 3, 2019 approved Change Order #2 in the amount of $131,471.46 with an additional contract time of 45 calendar days.

BACKGROUND

This change order is for the repainting of walls, window sills, doors and frames for all rooms and offices for the building. The exising building has not been repainted since completion of the building over 20+ years. The existing walls is stained, dirty and do not project a decent image for the department.

	Amount ($)	Calendar Days
Original Contract	$1,060,000.00	180
Change Order #1	$79,765.24	30
Change Order #2	$131,471.46	45
Change Order #3	$35,000.00	60
Total.....	$1,306,236.70	315

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

To approve Motion

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Y
Source of Funds:	Water & Sewer Operations
Account #:	
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Funding is available in the Sewer 2017 Revenue Bond account number 559-4298-538-0431.

Attachments

CO #3

City of Laredo Utilities Department

Change Order No. 3

Date: July 22, 2019

Project: **Utilities Department Administration Building Expansion**

Contractor: Summit Building & Design
4506 Hwy 359
Laredo, TX 78042

You are hereby requested to comply with the following changes from the contract plans and specifications.
This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

INCREASE IN CONTRACT DOCUMENT

Item No.	DESCRIPTION	QTY	UNIT PRICE	INCREASE IN CONTRACT PRICE	COMMENTS
1	Painting of walls, window sills, doors and froms for rooms and offices per proposal dated July 22, 2019	1	L.S.	$ 35,000.00	Rooms to include WWC 1,2, 3, WPC 1, 2, 3, 4, WPC general area, Engg. Manager, Engg. 1, 2, 3, 4, 5, 6, IT 1, Billing storage, WD general, WD 1, 2, 3, WHS 1 storage, Admin 1, 2, Plan rm, and Admin 1 and 2.

Subtotal: $ 35,000.00

Original Contract:	$ 1,060,000.00	Original Contract Time:	180 Calendar Days
Change Order No 1	$ 79,765.24	Contract time including Previous	
Change Order No 2	$ 131,471.46	Change Order:	255 Calendar Days
Change Order No 3	$ 35,000.00	Contract time for	
Total:	$ 1,306,236.70	this change Orders:	60 Calendar Days
		Current contract time including this Change order:	**315 Calendar Days**

Contract amt to date: $ 1,306,236.70

Justification: **This is for the repainting of rooms and offices in existing Utilities Department Administration Building.**

Requested by:

7/24/2019

David Acevedo Date:
Summit Building & Design

Approved by:

Riazul I. Mia, P.E. CFM
Utilities Director

Approved by:

Robert A Eads
Interim Co-City Manager

Approved by:

Rosario Cabello
Interim Co-City Manager

Attest by:

Jose A. Valdez, Jr.
City Secretary

Approved as to Form:

Xavier A. Charles
Assistant City Attorney

CHANGE ORDER

Summit Building & Design 4506 Hwy 359 P. O. Box 420285 Laredo, Texas 78042 956-727-6601 956-753-4005	Date:	7-22-19
	Owner: Architect:	City of Laredo Sepulveda Associates Architect, Inc.
	Project number:	2018-R-07 Item No. 50
	CO Number	003
	Original contract date:	May 7, 2018

Scope of work included in this change order is as follows:

Includes painting the walls, window sills, doors and frames of the following rooms – WWC 1,2,3, WPC 1,2,3,4, WPC General Area, Eng. Manager, Eng. 1,2,3,4,5,6, IT 1, Billing 1,2,3,4, Billing Storage, WD General, WD 1,2,3, WHS 1,2, WHS 1 Storage, Admin 1,2, Plan Rm, and Admin 1 and 2.

This will add 60 calendar days to the contractual completion date.

This Change Order #003	**$ 35,000.00**
Previous Change Order Amount	**$211,236.70**
Payment to be made as follows:	**Per draw schedule**

Summit Building & Design					
Project Manager – Armand Vanlor		Date 7-24-19		Owner	Date

Utilities **k.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Initiated By: Robert Eads

Staff Source: Riazul Mia, P.E., Utilities Director

SUBJECT

Authorizing the Co-Interim City Managers to award a professional engineering contract to Garver USA in the amount of $1,018,423.00. This contract will provide a comprehensive and detailed hydraulic study of the raw water delivery system, the intermediate pump station and the high service pump station with design alternatives for corrective action at each station. The engineering services includes 3D scanning to validate as-built dimensions, computational fluid dynamics analysis, hydraulic scale modeling, alternative evaluation of pump capacity and type, and the necessary mechanical and electrical evaluation. Funding is available in the Water Construction Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

On January 22, 2019 regular city council meeting, City Council unanimously voted to approve the selection of Garver USA for a professional engineering contract to perform a comprehensive and detailed evaluation of the raw water delivery system at the El Pico Water Treatment Plant. Council was presented with the Request for Qualification (RFQ) selection criteria and ranking of the two firms that submitted, Garver USA and Alan Plummer Associates.

BACKGROUND

The Raw Water, Intermediate and High Service Pump Stations at the El Pico WTP have all experienced pump failures outside of pump warranty but within normal expected life. These repeated failures encompass hydraulic, mechanical and electrical engineering fields and require a comprehensive and detailed analysis to create an alternatives evaluation with corrective action designs.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Award contract.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Y
Source of Funds:	Utilities
Account #:	557-4150-538-03-53
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Funding is available in the Water Construction Fund.

Attachments

Garver USA - Scope
Garver USA - El Pico Fee

APPENDIX A – SCOPE OF SERVICES

General

The City of Laredo issued a Request for Qualifications (RFQ) for consulting services and selected Garver, LLC to perform a comprehensive and detailed hydraulic evaluation of the raw water delivery system at the El Pico Water Treatment Plant (El Pico WTP). The RFQ for the consulting services solicited included the following scope of work items:

- The selected firm is expected to evaluate all existing raw water delivery system components (including as-built vs. original design) to evaluate system performance across the full design range of the intake and pumping system.
- Perform water hydraulic modeling based on the as-built plans to analyze the existing raw water pump station.
- Perform modeling services including computational fluid dynamics (CFD), physical scale, etc.
- The proposed evaluation will include a technical memorandum that will summarize findings evaluations, and recommend system improvements with preliminary cost estimates as needed.

The new El Pico WTP was designed with three (3) vertical turbine raw water pumps capable of producing 60MGD. The intake structure is designed for the ultimate plant capacity of 120 MGD but the plant is currently rated to produce 20 MGD and was placed in operation in 2015. Since that time, all three (3) pumps have failed and a significant amount of sediment/silt has been removed from the pump station wet well. In addition, the raw water intake meter has malfunctioned since start-up of the plant.

This scope of work identifies engineering services necessary for modeling, alternatives evaluation, electrical evaluation, and capital planning for improvements for the raw water facilities and high-service pump station at the El Pico WTP. As determined feasible by the modeling and evaluation tasks, Garver will perform an evaluation for pump addition at the RWPS (i.e. duty point and sizing) and prepare a bid package for the purchase of additional raw water pump(s) (pump and motor only, additional electrical equipment by others). Garver will also provide evaluation services for the Intermediate Pump Station (IPS) and a bid package for pump purchase.

The raw water facilities for the El Pico WTP currently consist of an intake on the Rio Grande River, box culverts to convey water to a raw water pump station, a raw water pump station, and transmission line to the El Pico WTP. The high-service pump station at the El Pico WTP currently consists of three pumps, one 10-MGD pump and two 20-MGD pumps.

1.0 Project Management

1.1. <u>Project Administration, Coordination, Meetings, and Site Visits</u>

Garver will prepare a Quality Control (QC) Plan to document and implement the approach for quality assurance and quality control throughout the project.

Garver will also prepare and provide monthly invoicing progress reports and summary of progress (% complete) for each task.

A kickoff meeting will be held with City Staff to review the project objectives, identify roles and responsibilities, outline QC plan protocol and discuss informational needs. Three (3) other workshops will be held with City Utilities Staff to review/confirm alternatives and to present the final results and recommendations for the project. Garver will also facilitate monthly (remote) progress meetings and site visits for continual data collection with the City's project team. As part of the overall project

management/administration plan, site visits for meetings, data collections, visual inspections and project coordination shall be provided in this effort.

2.0 Define Operational Challenges and Initial Considerations

2.1 Background Information Review

In advance of the kickoff meeting, Garver will prepare a data request and review pertinent information related to the raw water facilities. The initial data request is likely to include items including the following:

1. Historical operational and SCADA data for El Pico WTP
2. Record drawings and manufacturer information for El Pico WTP (all facilities under evaluation)
3. Maintenance records on facilities under evaluation
4. Repair records and related correspondence for facilities under evaluation
5. Operator interviews

Any information not collected in advance of the kickoff meeting will be collected, as available, at the kickoff meeting

2.2 Sediment Evaluation Support

Garver will review previous inspection reports, including diver reports provided by the City to gain an understanding of sediment deposition in the raw water system. Garver will document historical information, develop a sediment collection and evaluation plan, document the plan in a technical memorandum (TM), and provide it to the City for use during routine diver inspections. The intent of this sediment evaluation is to identify the size distribution of sediments at the different locations in the raw water system as collected during routine diver inspections. This plan will identify the locations and preferred methods for sample collection, as well as the preferred analysis methods and information to be presented in the evaluation report. Garver will not complete the data collection, sample analysis, and reporting of results. Garver will review the report and utilize the results in assessing the suspended sediment loading and sediment bed loading in the system. Garver will summarize the results from the sample collection and analysis in the technical memorandum and provide a draft TM to the City for review. Garver will incorporate revisions based on City comments into the Final Sediment Evaluation TM.

2.3 Existing Raw Water Pump Station Review

Garver will review the preliminary engineering report (PER) for the raw water pump station (provided by the City) and review the as-built conditions of the raw water pump station to the PER and construction record drawings. These records and current physical conditions of the pump station will be reviewed with consideration of the Hydraulic Institute (HI) Standard for trench-type wet wells. As-built conditions evaluated will be based on record drawings and/or field survey information.

Per HI standards (ANSI/HI-9.8-2012) during completion of the El Pico WTP, a physical model study was not required; the HI Standard recommends a physical model study if flow rates exceeded 40,000 gallons per minute (gpm) per pump or 100,000 gpm per station. More recently, this standard (ANSI/HI-9.8-2018) was updated to recommend a physical model study if flow rates exceeded 20,000 gpm per pump or 50,000 gpm per station. The current flows for the raw water pump station is 13,888 gpm and therefore, less than this recommendation, however, the full build-out of the pump station at 83,333 gpm does meet the recommendations for a physical model.

The HI Standards also state that a physical model study is recommended when the design is not a design that is presented in the HI Standard. Garver will identify if the design and current pump station construction deviates from those presented in the HI Standard, including differences in bell clearances, distance from obstructions, inflow pipe straight lengths, submergence requirements, inflow velocity, etc.). Garver will document the results of the evaluation in a TM that may include a recommendation

regarding the need for a physical scale model study of the station. A draft TM will be provided for City review, and a final TM will be submitted following incorporation of City comments.

2.4 Define Operational Challenges and Initial Considerations

Garver will document and review potential operational challenges and initial considerations related to the following infrastructure items:

1. River and River Intake Infrastructure
    a. Rio Grande levels
    b. Metering of raw water flows
2. Existing Conduits
    a. Sedimentation in box culverts
3. Raw Water Pump Station
    a. Sedimentation in raw water pump station wet well
    b. Raw water pump station operations
    c. Metering of raw water pump station flows
    d. Transmission of raw water from raw water pump station
4. Clearwells
    a. Intermediate pump station flows
    b. Ground storage tank flows (inlet and outlet) and hydraulics
5. High Service Pump Station (HSPS)
    a. Suction hydraulics for high-service pump station
    b. Discharge hydraulics for high-service pump station

Garver will document the findings in an Operational Challenges and Initial Considerations TM. A draft TM will be provided for City review, and a final TM will be submitted following incorporation of City comments.

2.5 High-Service Pump Station Operational Evaluation

As part of initial site visits to the El Pico WTP, Garver staff also inspected the HSPS and discussed issues currently associated with operation. It was evident that there are presently multiple operational issues with the HSPS and that the City has made considerable expenditures to address these issues. Accordingly, Garver has identified some preliminary evaluation tasks that aim at identifying any potential operational improvements that can be immediately implemented so that operational improvements and/or cost savings can be more quickly realized. These tasks are summarized in Task 2.5 below.

2.5.1 – System Evaluation

Garver will provide an on-site inspection and visual operational evaluation of the existing high-service pump station. Garver will examine available operations and maintenance records, production data, SCADA records, pump station O&M manuals, and other related records/data. As part of this task, Garver staff will aim at identifying near-term operational procedures and guidelines for the facility to alleviate suspected cavitation and excessive vibration that could impact efficiencies and lead to increased maintenance. Additionally, Garver's evaluations may identify infrastructure changes and improvements to improve the high-service pump station. Garver will document the evaluations and possible recommendations in a High-Service Pump Station Evaluation TM. A draft TM will be provided for City review, and a final TM will be submitted following incorporation of City comments.

2.5.2 – Wire-To-Water Evaluation

Garver will also perform a wire-to-water efficiency test is to establish a baseline energy intensity in kWh/MG and kW/MGD of both the RWPS and HSPS, so the energy reduction from implementing the EEMs can be established. The energy reduction, either in kW or kWh, is often incentivized by AEP. Coupling the rebates with the reduction in operational costs to help justify a return on investment

timeframe to implement the EEM that will result in better HSPS operation. Additionally, the field system curve developed as a part of the wire-to-water testing can be compared against the system curve built in the hydraulic model based on the as-builts to see how well they correlate.

Specifically, Garver will complete the following items:

1. File for eligible demand side rebates available from American Electric Power (AEP) that can be applied towards testing and/or subsequent energy efficiency measure development (EEM)
2. On-site inspection and wire-to-water pump testing and field system curve development
3. Develop energy efficiency measures (EEMs)
4. Evaluation of historical operations
5. Development of operational recommendations
6. Evaluation of existing suction and discharge piping, including placement and spacing of existing pump bowls so as not to result in vortexing
7. Development of improvements to address suction and/or discharge piping challenges

The City will provide portable flow metering and power quality monitoring using their electrician. The electrician shall have a portable power quality analyzer with trending and accuracy capabilities equal to an AEMC Instruments PowerPad ® III Model 8336 three-phase power quality analyzer.

Garver will document the evaluations and recommendations in the High-Service Pump Station Evaluation TM. A draft TM will be provided for City review, and a final TM will be submitted following incorporation of City comments.

2.6 Three Dimensional (3D) Scanning of WTP Facilities

Garver will provide 3D laser scanning utilizing Trimble SX10 equipment for the raw water intake, the raw water pump station (above-ground and inside wetwell), and the high service pump station. Interior wetwell scanning will be coordinated to be performed during routine diver inspection. 3D scan data will then be converted into point clouds for generation of Autodesk 3D models. This data will be utilized to 1.) Confirm as-built information (dimensions, spatial information, etc.) and 2.) Build working models for computational fluid dynamic modeling, conceptual and final designs of improvements.

2.7 Workshop No. 1 – Operational Challenges

Garver will conduct a workshop in Laredo with City staff to review operational challenges and establish goals. The project team will develop criteria, weighting schemes, and a scoring system to support the Triple Bottom Line (TBL) matrix evaluation of alternatives in Workshop No. 2. A TBL matrix evaluation will take into account multiple factors (1) Economic [capital and operational costs, etc.], (2) Social [community, quality, service, etc.], and (3) Environmental. It is anticipated that three (3) Garver staff members and one (1) Northwest Hydraulic Consultants (NHC) staff member will attend this workshop.

3.0 Hydraulic Modeling

3.1 Hydraulic Modeling Flows

Garver will complete hydraulic modeling of the WTP facilities for existing and future (ultimate) flows. Both existing and future flows will be identified and confirmed with the City during Workshop No. 1.

3.2 Raw Water Pump Station Modeling

3.2.1 – RWPS Computational Fluid Dynamics (CFD) Analysis

CFD analysis for the raw water pump station is warranted prior to a physical scale model study if evaluation of alternatives that would change the footprint of the station is deemed necessary. Garver would use CFD modeling to compare design alternatives for efficiencies, optimization and confirmation

using a physical model study. The model will represent the internal geometry of the wet well and a portion of the inlet channel. CFD analysis will be completed on up to three (3) design alternatives, with an emphasis on improving hydraulics and sedimentation. Simulations will be conducted for a single operating scenario. A Raw Water Pump Station CFD Analysis TM will be prepared that summarizes the results of the CFD study. A draft TM will be provided for City review, and a final TM will be submitted following development of conceptual designs.

3.2.2 – RWPS Physical Scale Modeling

Garver will perform a physical model study of the raw water pump station in accordance with HI Pump Intake Design Standard (ANSI/HI 9.8-2018). Garver will use the physical model study to optimize and confirm design of the raw water pump station by determining if the wet well design can provide acceptable flow to the pumps in terms of free and subsurface vortex activity, swirl of flow entering the pump, and velocity distribution at the throat of the pump suction bell. Velocity distribution will be evaluated at one (1) of the pumps. The performance of the existing design will be evaluated at up to four (4) pump operating scenarios.

The physical model will include up to a 40-ft length of the 60-inch diameter RCP influent pipe, the internal structure of one (1) of the twin trench-type wet wells, and the pump bell for the vertical turbine pumps in the modeled wet well. Design modifications are all expected to be restricted to adding or modifying “flow conditioning” appurtenances (e.g., baffle walls, turning vanes, fillets and splitters, curtain walls, etc.) within the existing wet well, and do not include major changes to the overall geometry of the wet well or influent pipe. Other design modification alternatives will be considered as extra work.
A Raw Water Pump Station Physical Scale Model Analysis TM will be prepared that summarizes the results of the physical scale model study. A draft TM will be provided for City review, and a final TM will be submitted following development of conceptual designs.

3.3 Raw Water Conveyance System Hydraulic Model

Garver will develop a conveyance system hydraulic model for the raw water pump station and transmission to the El Pico WTP. Garver will utilize the hydraulic model to assess the existing operations, including identification of the preferred operating range of flows based on HI guidance, and support development and assessment of up to three (3) alternatives to improve hydraulic performance of the pump station. Garver will document the results of the conveyance system hydraulic model analysis in a Raw Water Pump Station Hydraulic Modeling TM. A draft TM will be provided for City review, and a final TM will be submitted following development of conceptual designs. Considerations for eventual development of Standard Operating Procedure (SOP) and/or design guidance criteria will be provided in this effort.

3.4 Raw Water Transient Model

Garver will extend the conveyance system hydraulic model to develop a transient model of the raw water pump station and transmission to the El Pico WTP using the TransAM hydraulic transient analysis software. The same geometry information will be used for the transient model as the conveyance system model, so the transient model will include elements from the raw water pump station to the rapid mix box at the El Pico WTP. Garver will identify and define critical operating scenarios for the system, including maximum and minimum flow rates. Garver will then utilize the transient model to assess the existing operations and identify any opportunities for optimization of the existing transient control devices. Simulations are anticipated to include pump power failure, pump shutdown, pump start-up, and pump control valve open/close operations for critical operating scenarios. Garver will develop and assess up to three (3) alternatives to improve transient control at the raw water pump station. Garver will document the results of the transient hydraulic model analysis in a Raw Water Pump Station Transient Analysis TM. A draft TM will be provided for City review, and a final TM will be submitted following development of conceptual designs. Considerations for eventual development of SOP and/or design guidance criteria will be provided in this effort.

3.5 Raw Water Metering

3.5.1 - Intake Raw Water Metering

Garver will develop and assess up to three (3) alternatives for raw water metering. Garver will utilize numerical modeling as necessary to support analysis of the alternatives. Garver will document the results of the raw water metering analysis in an Intake Raw Water Metering TM. A draft TM will be provided for City review, and a final TM will be submitted following development of conceptual designs.

3.5.2 - Raw Water Pump Station Metering

Garver will utilize the conveyance system hydraulic model to support development and analysis of up to three (3) alternatives for metering of raw water pump station flows in the pressure pipe between the raw water pump station and the rapid mix box at the El Pico WTP. Garver will document the results of the raw water metering analysis in a Raw Water Pump Station Metering TM. A draft TM will be provided for City review, and a final TM will be submitted following development of conceptual designs.

3.6 Hydraulic Modeling Report

Garver will compile all of the individual TMs into a Hydraulic Modeling Report. A draft report will be submitted for review prior to Workshop No. 2. The report will be updated based on results from Task 4 and submitted with the Capital Improvements Plan.

3.7 Workshop No. 2 – Alternatives Evaluation

Garver will conduct a workshop with City staff to discuss the modeling results and alternatives evaluation. The project team will utilize the matrix evaluation system developed during Workshop No. 1 to review and score alternatives for each of the project elements. Alternatives will be evaluated based on TBL criteria such as capital costs, operational costs, operability, reliability, environmental impact, citizen/community impact, etc. Garver will identify the preferred alternatives based on the matrix evaluation system. It is anticipated this two-day (2-day) workshop will be held at NHC's facility to allow for observation of physical scale modeling. It is anticipated that three (3) Garver staff and two (2) NHC staff will attend this workshop. NHC staff will provide a presentation of physical model study results, including a description of physical model construction, scaling and instrumentation, and a hands-on demonstration of the physical model(s) operating for a range of flow scenarios.

4.0 RWPS System Optimization Designs and Capital Planning

4.1 Hydraulic Model Confirmations

Garver will utilize the models from the previous task to confirm modeling requirements for preferred alternatives. Specifically, the following items are assumed for this task:

- Up to two (2) days of additional design modification will be performed using the physical model of the raw water pump station, and the performance of the final design will be documented at up to nine (9) operational scenarios, including the self-cleaning cycle and minimum water level test.
- Up to ten (10) additional raw water conveyance system hydraulic simulations will be performed to confirm steady-state system hydraulics.
- Up to three (3) additional transient simulations will be performed for confirmation of selected surge control strategy.

4.2 RWPS Optimization Designs (Hourly Not To Exceed)

As determined feasible by the modeling and evaluation tasks, Garver will perform an evaluation for pump addition to determine an optimized design for the purchase of additional pump(s) at the RWPS. Garver will determine the optimized duty point and pump sizing based on hydraulic modeling results.

Garver will also prepare a bid package for the City to procure additional raw water pump(s) (pump and motor only, additional electrical equipment by others) including shop drawings/exhibits for piping/valves from pump outlet to existing header

Garver will assist the City with defining output capabilities for up to three pump combinations within the range of turndown. Garver will also coordinate with the City's electrical contractor to establish optimal VFD set points.

Garver will also assist the City by providing the following:

During the pump purchase bidding phase, Garver will:

1. Assist Utilities Department Staff in advertising for bids.
2. Dispense bid documents to prospective bidders using City's online plan room.
3. Support the bid documents by preparing addenda as appropriate.
4. Prepare bid tabulation.
5. Evaluate bids and provide recommendation of award letter.

During the pump installation/start-up phase, Garver will:

1. Provide equipment submittal review services (6 total) for the following:
    a. Pump
    b. Motor
    c. Discharge Piping (to existing header)
    d. Control Valves
    e. Pump O&M Manual
    f. Motor O&M Manual
2. Coordinate with City's electrical contractor to establish optimal VFD set points

4.3 Conceptual System Optimization Designs (Hourly Not To Exceed)

Garver will prepare conceptual designs for preferred alternatives, including conceptual cost estimates. The conceptual level cost estimates will include costs (in current dollar values) for public bidding, including material procurement, construction, professional services, contractor overhead and profit, and contingency. Since the potential design alternatives are unknown at this time, this effort shall be completed on an hourly billing basis with a NTE amount. Additional effort beyond the NTE amount, as directed by the City, shall be considered Extra Work.

4.4 Report Conformance

Garver will conform all TMs to reflect any changes, as necessary, based on the results of the Model Confirmations. These revised TMs will be incorporated into the Final Hydraulic Modeling Report.

4.5 Workshop No. 3 – Capital Planning and Scheduling (Hourly Not To Exceed)

Garver will conduct a workshop with City staff to discuss the conceptual designs, conceptual cost estimates, construction phasing, maintaining plant operations during construction, and capital planning. It is anticipated that three (3) Garver staff will attend this workshop. Since the potential design alternatives are unknown at this time, this effort shall be completed on an hourly billing basis with a NTE amount. Additional effort beyond the NTE amount, as directed by the City, shall be considered Extra Work.

Conceptual System Optimization Design Revisions (Hourly Not To Exceed)

Garver will update the conceptual designs based on review comments from City staff. If revisions to conceptual designs require additional modeling, it will be considered as extra work. Garver will produce a final set of Conceptual Design Drawings. Since the potential design alternatives are unknown at this time, this effort shall be completed on an hourly billing basis with a NTE amount. Additional effort

beyond the NTE amount, as directed by the City, shall be considered Extra Work.

Capital Planning and Scheduling

Garver will prepare a Capital Improvements Plan that includes project prioritization and scheduling. This document will include a one-page business case evaluation for each proposed improvement that includes the proposed project, anticipated project costs, potential alternatives, plant operation impacts during construction and other potential secondary impacts associated with the project. Garver will submit a Draft Capital Improvement Plan for review. Garver will update the Capital Improvements Plan based on City comments and prepare a Final Capital Improvements Plan for submission with the Final Hydraulic Modeling Report and Conceptual Design Drawings. The Final Hydraulic Modeling Report, Capital Improvements Plan, and Conceptual Design Drawings are intended as the work product of the first phase in the overall project to improve the raw water facilities at the El Pico WTP. These documents will provide the City with the basis for hiring a design engineer to develop preliminary and final design drawings and specifications.

5.0 Electrical Support Allowance (Hourly Not To Exceed)

Garver will provide electrical engineering support for evaluation and recommend improvements associated with the existing electrical installations at the El Pico high service pump station and raw water pump station. The existing pump station installations have encountered numerous issues during operation, some of which may be attributed to inadequate or improperly installed electrical systems.
As part of this allowance Garver will provide services on an hourly, time and materials basis, as directed by the City, in support of identifying electrical issues and recommending corrective actions. Services to be provided as part of this allowance may include the following:

- An initial site investigation of the facilities by an electrical engineer to familiarize with the installations and the ongoing issues.
- Review of existing as-built documentation, construction submittals, and construction testing documentation as available.
- Recommendations for additional electrical testing and/or studies needed to identify root cause of issues.
- Preparation of a specification bid package for use by the City in acquiring the services of an electrical testing company to perform the recommended testing and studies from the recommendations. Areas of potential concern include grounding, control system hardware and software, overcurrent coordination, motor starting, and power quality analysis.
- Evaluation of testing results and recommendations for corrective action as applicable.
- Preparation of bid documents for use by the City in acquiring the services of an electrical contractor to perform improvements identified from the testing results.

6.0 Intermediate Pump Station

6.1 Pump Station Evaluation

Engineer will evaluate the pump station to determine alternative pumping arrangements to improve pump efficiency and limit low speed operation, while planning for future expansion to 30MGD capacity. Specifically, Engineer will perform the following tasks:

1. Develop a hydraulic model of the existing pump station.
2. Evaluate existing pump performance at current low flow conditions at low and high head static water levels.
3. Evaluate existing pump performance and peak design conditions at low and high head static water levels.
4. Review existing control strategy and, if warranted, recommend control strategy changes to improve pump performance.

5. Provide two (2) alternatives for a new pumping arrangement to improve current pump performance and achieve future 30MGD firm capacity.
6. Evaluate electrical capacity of existing installation to accommodate recommended pump arrangements for future 30MGD firm capacity.
7. Define with staff the output capabilities for up to three pump combinations within the range of turndown.
8. Coordinate with City's electrical contractor for motor/VFD compatibility (electrical design and improvements to be provided by others)

The City will provide Engineer the following information prior to start of the evaluation task:

1. Original pump and WTP flow design criteria.
2. As-built drawings for items in the pump system including pumps, suction and discharge piping, and tanks and wet wells in the pump system.
3. Any information that reflects an installed condition different than indicated on the as-built documentation.
4. Historical flow and pressure data.
5. Existing pump make, model, pump curve, and O&M manuals.

Engineer will provide a technical memorandum to document the results of the evaluation. Upon submission of the memorandum, Engineer will host a conference call with the City to discuss and review the findings and recommendations.

Work on Task 6.2 will not commence until Engineer has received authorization from the City to proceed with a recommended alternative.

6.2 Additional Pump Bid Package

Based on the findings from the pump station evaluation and approved recommendation, Engineer will prepare a specification bid package for purchase of a new pump and motor for the IPS. Engineer will prepare shop drawings/exhibits for piping/valves from pump outlet to existing header, technical equipment specifications for a pump and motor, and "front-end" contract documents (City provided) for the materials to be purchased by the City.

Engineer will coordinate the new pump selection with Square E who is providing a new VFD under separate contract with the City.

During the pump purchase bidding phase, Engineer will:

1. Assist Utilities Department Staff in advertising for bids.
2. Dispense bid documents to prospective bidders using City's online plan room.
3. Support the bid documents by preparing addenda as appropriate.
4. Prepare bid tabulation.
5. Evaluate bids and provide recommendation of award letter.

During the pump installation/start-up phase, Engineer will:

1. Provide equipment submittal review services (6 total) for the following:
    a. Pump
    b. Motor
    c. Discharge Piping (to existing header)
    d. Control Valves
    e. Pump O&M Manual
    f. Motor O&M Manual
2. Coordinate with City's electrical contractor to establish optimal VFD set points

7.0 Project Deliverables

The following will be submitted to the City, or others as indicated, by Garver:

1. PDF of Draft Sediment Evaluation TM
2. PDF of Final Sediment Evaluation TM
3. PDF of Draft Existing Raw Water Pump Station As-Built Design Review TM
4. PDF of Final Raw Water Pump Station As-Built Design Review TM
5. PDF of Draft Operational Challenges and Initial Considerations TM
6. PDF of Final Operational Challenges and Initial Considerations TM
7. PDF of Draft High-Service Pump Station Evaluation TM
8. PDF of Final High-Service Pump Station Evaluation TM
9. PDF of Draft Intake Raw Water Metering TM
10. PDF of Draft Raw Water Pump Station CFD Analysis TM
11. PDF of Draft Raw Water Pump Station Physical Scale Model Analysis TM
12. PDF of Draft Raw Water Pump Station Hydraulic Modeling TM
13. PDF of Draft Raw Water Pump Station Metering TM
14. PDF of Draft Raw Water Pump Station Transient Analysis TM
15. PDF of the Draft Hydraulic Modeling Report
16. PDF of Draft Conceptual Design Drawings
17. PDF of the Draft Capital Improvements Plan
18. PDF of Final Raw Water Pump Station CFD Analysis TM
19. PDF of Final Raw Water Pump Station Physical Scale Model Analysis TM
20. PDF of Final Raw Water Pump Station Hydraulic Modeling TM
21. PDF of Final Raw Water Pump Station Metering TM
22. PDF of Final Raw Water Pump Station Transient Analysis TM
23. PDF of the Final Hydraulic Modeling Report
24. PDF of Final Conceptual Design Drawings
25. PDF of the Final Capital Improvements Plan
26. Three (3) hardcopies of the Final Hydraulic Modeling Report, Capital Improvements Plan, and Conceptual Design Drawings
27. One (1) copy of each model file, as requested
28. PDF of IPS Evaluation TM
29. PDF of IPS Pump Bid Package
30. PDF of IPS Bid Tabulation
31. PDF of IPS Recommendation of Award Letter

8.0 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. All non-scope written or verbal communications with others outside the immediate project team regarding this project, data, evaluations, findings or recommendations.
2. Site visits to City to collect background documents for review.
3. Collection and/or analysis of sediment from raw water facilities for sediment evaluation.
4. Field survey to determine as-built conditions of the raw water pump station.
5. Pump testing services at raw water pump station in addition to those listed herein; wire-to-water pump testing and associated evaluations at the raw water pump station would be considered as extra work.
6. Calibration of flow, level, and/or pressure gauges.
7. Updating the water distribution system model.
8. Calibration of the water distribution system model.
9. Detailed modeling of the water distribution system and/or hydraulic evaluations of the high-service pump station beyond the suction hydraulics and the TDH calculations based on historical SCADA data and/or field data from the wire-to-water pump testing.

10. Water quality sampling and or testing.
11. Evaluation of additional alternatives or reevaluation of alternatives due to changed conditions or after previous alternate direction and/or approval.
12. Submittals or deliverables in addition to those listed herein.
13. Meetings or site visits in addition to those included herein
14. Detailed (preliminary and/or final) design of any improvements associated with the alternatives.
15. Surveying services in addition to those listed herein.
16. Geotechnical services of any kind.
17. Construction phase services of any kind.
18. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
19. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
20. TCEQ engineering report submittals
21. Coordination with county, state, and federal agencies, including TCEQ and TWDB.
22. City Council and/or Council Committee meeting attendance and associated travel costs
23. Meetings (in-person or remote) with others outside the immediate project team regarding this project, data, evaluations, findings or recommendations.
24. Key Performance Indicator (KPI) Dashboarding Integration for pump stations

Extra Work will be as directed by the City in writing for an additional fee as agreed upon by the City and Garver.

9.0 Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Task	Calendar Days	Cumulative Days
1.0 Project Management	Concurrent To All Tasks	Concurrent To All Tasks
2.0 Define Operational Challenges and Initial Considerations	35	35
3.0 Hydraulic Modeling	200	235
4.0 RWPS System Optimization Designs and Capital Planning	120	355
5.0 Electrical Support	385	385
6.0 Intermediate Pump Station	90	355
7.0 Project Deliverables	30	385

It is understood that the City may require an expedited schedule due to WTP operation's needs. Accordingly, Garver will strive to produce interim deliverables and recommendations as they become available throughout the schedule above so that WTP operations are improved as quickly as possibly feasible.

APPENDIX B

City of Laredo
El Pico WTP RWPS Evaluation

FEE SUMMARY

Scope of Services	Estimated Fees
1.0 - Project Management	
1.1 - Project Administration (QA/QC, progress updates, invoicing, site visits, meetings, data collection)	$71,818.00
2.0 - Define Operation Challenges & Initial Considerations	
2.1 - Background Information Review (data request and review)	$13,528.00
2.2 - Sediment Evaluation Support (characterize problematic sediment)	$6,781.00
2.3 - Existing RWPS Review (reference check against Hydraulic Institute Standards)	$9,933.00
2.4 - Define Operational Challenges & Initial Considerations	$34,474.00
2.5 - High Service Pump Station Operational Evaluation (identify near-term, executable improvements)	
2.5.1 - System Evaluation (operational review & recommendations)	$19,582.00
2.5.2 - Wire-To-Water Evaluation (energy efficiency & savings, alternative pump sizing)	$22,104.00
2.6 - 3D Scanning of WTP Facilities (confirm construction & as-built drawings with laser survey)	$60,000.00
2.7 - Workshop No. 1 - Operational Challenges (Utilizing Triple Bottom Line Matrix Scoring)	$25,496.00
3.0 - Hydraulic Modeling	
3.1 - Hydraulic Modeling Flows	
3.2 - Raw Water Pump Station Modeling	
3.2.1 - RWPS Computational Fluid Dynamics Analysis (improve hydraulic performance)	$44,430.00
3.2.2 - RWPS Physical Scale Modeling (confirm & optimize design of RWPS)	$155,082.00
3.3 - Raw Water Conveyance System Hydraulic Model (improve hydraulic performance of RWPS)	$24,487.00
3.4 - Raw Water Transient Model (identify min and max flowrates, improve control at RWPS)	$21,166.00
3.5 - Raw Water Metering	
3.5.1 - Intake Raw Water Metering (restore metering at intake)	$28,686.00
3.5.2 - Raw Water Pump Station Metering (restore metering at RWPS)	$14,420.00
3.6 - Hydraulic Modeling Report	$13,312.00
3.7 - Workshop No. 2 - Alternatives Evaluation (laboratory testing of models workshop)	$52,468.00
4.0 - RWPS System Optimization Designs and Capital Planning	
4.1 - Hydraulic Model Confirmations (evaluations of corrective alternative designs)	$32,305.00
4.2 - RWPS Optimization Designs [Hourly Not To Exceed]	$100,000.00
4.3 - Concpetual System Optimization Designs [Hourly Not To Exceed]	$20,000.00
4.4 - Report Conformance (based on hydraulic modeling results)	$26,242.00
4.5 - Workshop No. 3 - Conceptual Optimization Design, Capital Planning and Scheduling (Triple Bottom Line)	$75,268.00
5.0 - Electrical Support (Hourly Not To Exceed)	$75,000.00
6.0 - Intermediate Pump Station	
6.1 - Pump Station Evaluation	$32,297.00
6.2 - Replacement Pump Bid Package	$39,544.00
7.0 - Project Deliverables	
8.0 - Extra Work	
Subtotal for Scope of Services	**$1,018,423.00**

Staff Report 61.

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Melina E. Bermudez, Human Resources Director

SUBJECT

Introduction of the selection by the Co-Interim City Managers of Teclo J. Garcia as the Economic Development Director of the Economic Development Department.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

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

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Melina E. Bermudez, Human Resources Director

SUBJECT

Discussion with possible action on the Elite Employment Services Contract Compliance Audit Report follow-up and any other matters incident thereto.

PREVIOUS COUNCIL ACTION

This item was discussed in Executive Session at the June 3, 2019 City Council meeting.

BACKGROUND

On January 22, 2019, City Council by motion instructed the Internal Auditor to conduct an audit on the Elite Employment Services contract.
On June 3, 2019, the Elite Employment Services Contract Compliance Audit Report was reviewed and discussed in Executive Session.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

None

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Contingent on any action taken during discussion.

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Juan J. Gomez, Parks Superintendent; Riazul Mia, Utilities Director; Ramon Chavez, City Engineer; Aileen Ramos, CVB Director; Miguel A. Pescador, Purchasing Agent

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SUBJECT

Staff Report regarding the Laredo Sports Complex Project and request for proposals (RFP) process status, with possible action.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City of Laredo through Cit-E-Bid, went out on Formal Requests For Proposals for land donations for the proposed site of a Laredo Sports Complex. Two (2) submittals were received from Hurd Ranch, LTD. and Cuatro Vientos South, LTD. and thoroughly reviewed/scored by City Staff; committee allowed for both proposers to interview/present on their submittals. The committee also did an on-site visit to top ranked site and Best and Final Offer was requested/received from top ranked site.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Riazul Mia, P.E., CFM, Utilities Director

SUBJECT

Presentation on Water & Sewer rate change for multifamily and condominiums water customers from commercial to residentical rates, with possible action.

PREVIOUS COUNCIL ACTION

On July 1, 2019, the City Council Directed staff to bring back an ordinance that classifies apartments and condominiums as residential users and that the conservation rate does not apply to these properties.

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

No financial impact.

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Kristina L. Hale, City Attorney

SUBJECT

Discussion with possible action to request to enter into negotiations with World Free Trade Plaza of America, Inc. as it relates to the Former Mercy Hospital and to consider some economic incentives which include tax abatements and infrastructure improvements.

PREVIOUS COUNCIL ACTION

City Council directed the City Attorney's Office to file a lawsuit against the owner of the Former Mercy Hospital for noncompliance with City of Laredo Codes and Ordinances.

BACKGROUND

On October 5, 2017, the City Attorney's Office filed a lawsuit against the owner of the Former Mercy Hospital and the property itself to bring the property into compliance with all City Codes and Ordinances. On May 21, 2018, the case proceeded to a jury trial where evidence was presented to demonstrate the full extent of the health and safety violations. The jury returned a unanimous verdict finding that the Property must be in compliance with all City of Laredo Codes and Ordinances within 150 days and imposed daily fines for continued noncompliance. The Owner is in the process of developing the property into the World Free Trade Plaza of America.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

None.

Fiscal Impact

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

FINANCIAL IMPACT:

Contingent on any action taken during discussion.

Attachments

World Free Trade Plaza of America Letter

THE WORLD FREE TRADE PLAZA OF AMERICA, INC.
6553 Star Ct., Laredo, Texas 78041

2 July 2019

Rosario Cabello and Robert Eads
Interim City Manager's Office
City of Laredo
City Hall
1110 Houston Street
Laredo, TX 78040

Dear Mrs. Cabello and Mr. Eads:

We at the World Free Trade Plaza of America, INC. would like to thank you and your economic development partners at the Laredo Economic Development Corporation (LEDC) for taking time out of your busy schedule to meet with us. I greatly appreciate the opportunity to discuss our potential development project in Laredo.

The World Free Trade Plaza of America will generate significant benefits for the City of Laredo and Webb County. The proposed project will result in hundreds of combined retained and new jobs and a capital investment of well over $50 million. One other item to note is that our partner has been a proud member of the Laredo community for many years.

We believe this World Free Trade Plaza of America will be only a start however. Once we have this facility operational, we will attract a tremendous amount national and even global attention. Continued expansion of this facility and continued sustainable employment opportunities will habitually be necessary in order to feed this Project

While the site for the World Free Trade Plaza of America will offer the company a desirable location to primary transportation and shipping routes, the Project as a whole comes at a very high initial cost. The cost of repurposing a 50-year-old facility into a hyper-modern, multi-million dollar facility is tremendous. Couple this with various taxes and maintenance costs to the company's operating budget, and it is easy to picture a difficult scenario. These two costs are the largest barrier and risk to the success of this project receiving a positive response to continue this project.

A combined effort from the City of Laredo, Webb County, and the State of Texas to support the Projects growth through a mix of infrastructure improvements funding and/or property tax phase-in would help position our group to permanently committing to Laredo as the site for future expansion. Thus the City of Laredo, Webb County, and our Project will be able to benefit from the resulting economic activity.

We look forward to continuing the conversation regarding how we can achieve this outcome. In order for the company to maintain its desired timeline and continue to make the necessary decisions to move the project forward, we respectfully request of the City of Laredo for certain incentives in both tax abatements and infrastructure improvements that will aid this project and

the City of Laredo in their respective development and success. Our proposed list of incentives is attached to this letter. We are happy to provide further information and detail if needed.

We are also attaching a short summary of this project for your convenience.

Thank you for your consideration and your time. We look forward to a long mutually beneficial relationship with the City of Laredo.

Sincerely yours:

Long Gao

Rosendo A. Carranco

The Laredo World Free Trade Plaza of America, Inc.

TAX INCENTIVE OUTLINE

1. **Chapter 312 Tax Incentive**
   - 100% Tax Abatement for 20 years

2. **Chapter 380 Tax Incentive**
   - Implementations of current District 3 master plans in and around the World Free Trade Plaza
   - Lease of the Water Tanks with ability to use as needed (meeting space) or exclusive rights to purchase
     - Purchase of the land where water-tanks are located at fair market value and establish a Public Private Partnership (PPP)
   - Tilden will have a median and adequate, inviting lighting (Specify)
   - Traffic Light
     - Tilden and Corpus Christi
     - Tilden and Gustavos
     - Tilden and Clark
   - Sidewalks on all sides of the property out to two blocks
     - Logan Avenue
     - Garfield Street
     - Hendricks Avenue
     - Galveston Street
     - Tilden Avenue
   - Appropriate infrastructure needs
     - Appropriate sewage and water availability
     - Appropriate fiber optic lines
     - Appropriate electrical power
     - Availability to use communication antennas
       - Both commercial and private use
   - Electrical sign marketing—way-finding
   - Physical sign placement where applicable and
     - I-35
     - Chihuahua and Guadalupe
     - Clark Blvd
     - Loop 20
     - Bridge I
     - Bridge II
     - Colombia Bridge
     - Any future international bridges

3. **Use Neighborhood Empowerment Zone (NEZ) structure for the incentive values**
   - Building permits at no cost
   - City landfill availability at no cost
   - Extra police surveillance during construction phase

4. **Tax Increment Reinvestment Zone (TIRZ) Enactment Plan within 12 months**

The Laredo World Free Trade Plaza of America, Inc.

5. **Aiding on tax-credit options at both state and federal level** (Defining this point)
   - New Market Tax Credit (NMTC)
     - Support and provide aid during the application if necessary
   - Affordable Living Tax Credit
   - Historical Tax Credit
   - Texas Enterprise Zone Program
     - Requires nomination of company from City to the State
6. **CVB Advertising and marketing**

SUMMARY OF THE WORLD FREE TRADE PLAZA OF AMERICA

The World Free Trade Plaza of America Inc. is a $50,000,000.00 (fifty million US Dollars) project that proposes to repurpose the Former Mercy Hospital Building into the World Free Trade Plaza. The purpose of this project is to facilitate better trade between Mexico, Latin America, and the rest of the world. Our company believes that Laredo is uniquely positioned to facilitate this trade. With Laredo's distinctive Latin American culture governed by American laws, a trade center positing itself as a conduit for exchange in this city will revolutionize the manner in which trade is conducted in this port.

Our project will utilize the historic Mercy Hospital Building. As this building is an important aspect of the local community, centrally located, and in a prime location for redevelopment, we believe the trade center located here will serve best for both our and municipal purposes.

The scope of this project is to utilize all 300,000sqft of the Mercy Hospital Building and the additional 17,500sqft of the Cigarroa Building. We intend to utilize best practices in all aspects of construction and operation.

We intend to bring over 150 businesses to Laredo that will hire between 2-5 employees each. This does not include the operations of the facility itself which will include dozens of employees.

The Mercy Hospital Building has long been a symbol of the Laredo skyline. We look forward to curating this impressive structure and renewing this important symbol of Laredo.

Executive Session **66.**

City Council-Regular
Meeting Date: 08/05/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Initiated By: Robert A. Eads

Staff Source: Stephen R. Geiss

SUBJECT

Request for Executive Session pursuant to Texas Government Code Section 551.072 to consult with City Attorney relating to negotiations with Regional Land Management Services, Ltd., owners of real property known as the Ponderosa Regional Landfill, in connection with long term landfill options for the City of Laredo, and to return to open session for possible action.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On March 20, 2017 City Council unanimously passed a motion to direct the City Staff to begin negotiations with Regional Land Management Services, LTD to develop a recommendation to Council regarding the City's solid waste disposal.

BACKGROUND

On March 9,2016 the City of Laredo emitted a Request for Proposals to provide future waste disposal alternatives for the City. The sole respondent was Regional Land Management Services, LTD.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year: 2019
Bugeted Y/N?:

Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Contingent upon action taken.