CITY OF LAREDO
CITY COUNCIL MEETING
A-2016-R-16
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
September 19, 2016
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 Heberto "Beto" L. Ramirez, Acting 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. ROLL CALL

IV. MINUTES

Approval of the minutes of August 8 - 9, 2016, September 6, 2016, and September 13, 2016.

V. COMMUNICATIONS AND RECOGNITIONS

Communiqués

1. Presentation by the Texas Department of State Health Services Texas Healthy Communities Program to recognize the City of Laredo with the “Gold Medal Award Recognition” for promoting a Healthier and Active Living City and to reduce heart and stroke disease.

Recognitions

1. Recognizing Laredo Police Officer Duncan Jalomo, for helping a person in need and for his act of kindness and compassion.

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 Pete Saenz of Efrain Sanchez to the Municipal Civil Service Commission.

VII. PUBLIC HEARINGS

1. **Public Hearing and Introductory Ordinance** authorizing the City Manager to accept and enter into contract with the Health and Human Services Commission (HHSC), amending the FY 2015-2016 budget by appropriating additional revenues and expenditures in the amount of $85,500.00, and amending the FY 2015-2016 Full Time Equivalent (FTE) listing by adding one (1) Medical Office Assistant II, R30. This project will further support the City of Laredo Health Department (CLHD) to provide womens health preventive services and family planning for the term period from August 1, 2016 through August 31, 2017 and can be renewed for up to two (2) years pending funding availability. **(Approved by Operations Committee)**

2. **Public Hearing and Introductory Ordinance** authorizing the City Manager to accept the continuation contract with Texas A&M International University (TAMIU) and amending the FY 2015-2016 budget by appropriating additional revenues and expenditures in the amount of $483,181.00. Funding is from Methodist Health Care Ministries through TAMIU, and will allow us to continue to provide early detection health care services for diabetes and to integrate behavioral health screenings. The project is called *Sí Texas – Juntos For Better Health* Program and has several partners (TAMIU, Methodist Healthcare Ministries, Border Region Behavioral Health, Holding Institute, AHEC, SCAN and Gateway Community Health Center). The term period is from May 1, 2016 through April 30, 2017 and may be extended for another four (4) years contingent on funding availability. **(Approved by Operations Committee)**

3. **Public Hearing and Introductory Ordinance** amending the Laredo Land Development Code of the City of Laredo by revising Article IV, Section 24.65.0, General Supplemental;Provisions, (a) Residential, to prohibit trucks and certain trailers from parking in an R-2, R-3, RSM, and RS Zoning District; providing for publication and effective date.

4. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning .6342 acres as further described by metes and bounds in attached Exhibit “A”, located at South of Soria Drive and West of Ejido Avenue, from R-3 (Mixed Residential District) to B-1 (Limited Commercial District); providing for publication and effective date.

   Staff supports the application and Planning & Zoning Commission recommends approval of the zone change.
   ZC-70-2016

   District I

5. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 19.41 acres, as further described by metes and bounds in attached Exhibit “A”, located at south of Soria Drive and West of Ejido Avenue, from R-3 (Mixed Residential District) to R-1MH (Single Family Manufactured Housing District); providing for publication and effective date.

   Staff supports the application and Planning & Zoning Commission recommends approval of the zone change.
   ZC-71-2016

District I

6. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 8.0 acres, as further described by metes and bounds in attached Exhibit “A”, located south of Wormser Road, and east of La Terraza, from R-1A (Single Family Reduced Area District) to R-1B (Single Family High Density District); providing for publication and effective date.

   Staff supports the application and the Planning and Zoning Commission recommends approval of the zone change.
   ZC-69-2016

   District I

7. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 5.30 acres, as further described by metes and bounds in attached Exhibit “A”, located at SE corner of Mejia Road and Judith Gutierrez Parkway, from R-1A (Single Family Reduced Area District) to R-1MH (Single Family Manufactured Housing District); providing for publication and effective date.

   Staff supports the application and Planning & Zoning Commission recommends approval of the zone change.
   ZC-72-2016

   District II

8. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Tattoo Shop on Lot 1, Block 5, Del Mar Village Subdivision, located at 120 W. Village Blvd., Suite 107; providing for publication and effective date.

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

   District V

9. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an Auto Glass Shop on 1,282.00 sq. ft. of Lot 4, Block 1068, Eastern Division and 7,290.16 sq. ft. out of Urbahn Ave., west of Lot 1, Block 1168, Eastern Division as further described by metes and bounds in attached Exhibit “A”, located at 1301 South Meadow Ave., providing for

publication and effective date.

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

District III

10. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning all of Block(s) 1877 and 1878 and the 15,432.35 sq. ft. north of Block 1878 and south of Block 1877, located at 3000 Jaime Zapata Memorial Hwy., from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date.

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

    District II

11. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 8, west 1/3 of Lot 2 and west 1/3 of Lot 7, Block 9, Eastern Division, located at 601 Market St., from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

    Staff is not in support of the application and the Planning and Zoning Commission recommends approval of the zone change.

    District III

(Recess)
(Press Availability)

VIII. INTRODUCTORY ORDINANCES

12. An Ordinance of the City of Laredo, Texas, adding a new section to Article VI, “Operation,” Division 2, “Miscellaneous Driving Rules,” of Chapter 19, “Motor Vehicles and Traffic,” of the Laredo Code of Ordinances, relating to restrictions on operating a motor vehicle near vulnerable road users, and creating an offense.

13. Authorizing the City Manager to execute a revocable license agreement for non-federal use of real property (GS-07B-99215) between the City of Laredo and the United States General Services Administration (GSA) for the purpose of allowing the City of Laredo Bridge Department to use, repair and maintain a dedicated Automatic Vehicle Identification (AVI) lane with toll collection booth for non-commercial customers to use when traveling southbound into Mexico at the Juarez/Lincoln Bridge. The term of the license agreement is for five (5) years beginning on September 20, 2016 to September 19, 2021. **(Approved by Operations Committee)**

14. An Ordinance of the City of Laredo amending Code of Ordinances, Article IV, Bicycles and Play Vehicles, Division 2, Bicycle License, to repeal the requirement of a City issued license before a person may ride or propel a bicycle on any street or public highway.

IX. FINAL READING OF ORDINANCES

15. **2016-O-137** Adopting the proposed Annual Budget for fiscal year 2016-2017 by appropriating the revenues, expenditures and balances reported therein for the year beginning October 1, 2016, and ending September 30, 2017, consistent with the financial plan described in said annual budget (see exhibit “A”) and motions approved by City Council at public workshop (see exhibit “B”) and authorizing the City Manager to implement said Annual Budget. **AS AMENDED.**

16. **2015-O-138** Authorizing the City Manager to accept the contract amendment with the Texas Health and Human Services Commission (HHSC) and amending the FY 2015-2016 budget by appropriating additional revenues and expenditures in the amount of $12,852.00 for a total of $573,275.00 for continuation of the Nurse Family Partnership (NFP) for the City of Laredo Health Department (CLHD) to provide evidence-based nurse home visitation care for first-time mothers wellness, prenatal and postpartum care and for newborn preventive health care nurse case management to assure wellness, preventive care and positive growth and development for the first two (2) years of life of the newborn. The project period is from September 1, 2016 through August 31, 2017 and can be renewed another two (2) years pending funding availability.

17. **2016-O-139** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lot 1, Block 1, Anil and Associates Subdivision Phase 1, located at 9110 McPherson Road, Suite 1; providing for publication and effective date.

District VI

18. **2016-O-140** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Tattoo Shop on Lot 8 A, Block 664, Eastern Division, located at 4301 McPherson Road, Suite 103; providing for publication and effective date.

District IV

19. **2016-O-142** Authorizing the City Manager to amend the FY 2016 Transit Capital Budget by increasing revenues and expenses in the amount of $316,630.00 in order to appropriate Capital, Rolling Stock, Program Administration and Operating Assistance approved by the Federal Transit Administration (FTA) Grant TX-2016-052-00.

20. **2016-O-143** Amending the City of Laredo Code of Ordinances, Chapter 31 (Utilities), Division 5 (Rates and Charges), Article II (Sewers and Sewage Disposal), by renaming section 31-92 (Inside City Limits) to (Rates and Charges), by removing the rate cap for residential accounts over 30,000 gallons and charging the same rate as the tier for usage of 20,001 to 30,000 gallons; modifying the commercial rate by combining the existing tiers of 10,001 to 30,000 gallons and the 30,001 to 40,000 gallons into one tier of 10,001 to 40,000 gallons and keeping the rate of the 30,001 to 40,000 gallons rate; modifying the tiers of 150,001 to 300,000 gallons and the 300,001 to 600,000 gallons to match the residential rate tier for equal consumption and keeping the annual rate increases at a 2% as previously approved by City Council up until 2037. Creating section 31-102 (Fees) and moving the fees contents from Sec. 31-92 (Rates and Charges) to section 31-102, providing for publication and an effective date.

21. **2016-O-144** Amending the City of Laredo Ordinance #2016-O-086, Chapter 31 (Utilities), Division 3 (Rates and Charges), Article III (Water), section 31-141 (Water Availability), specifically section 1. a. by decreasing the square footage from 6,000 to 4,500 square feet; 1. b. from minimum of 6,000 to 4,500 square feet and increasing the cost from $500.00 to $1,000.00; 1. c. by increasing the cost from $750.00 to $1,500.00 and 1. d. by increasing the cost from $1,000.00 to $2,000.00; modifying 2. a. by removing one-half and

adding one-third acre-feet and increasing the cost from $500.00 to $1,000.00; 2. b. by increasing the cost from $500.00 to $1,500.00 and 2. c. by increasing the cost from $500.00 to $1,500.00. Modifying (b) 2. for connection charges by adding a multifamily charge of $200.00 per unit per meter and moving the current (b) 2. to (b) 3, providing for publication and an effective date.

22. **2016-O-145** An Ordinance of the City of Laredo, Texas, Amending Chapter 2, Article II, Division 6 (pay administration), of the City Code, specifically Section 2-87.7(c)(12)a, by providing for a 3% cost of living adjustment (COLA) to the existing wage schedule, except as otherwise stated in any Collective Bargaining Agreement; providing for a repealing clause; providing for a severability clause; and providing for an effective date of October 1, 2016.

23. **2016-O-146** Providing that the property tax rate (revenue) be increased by the adoption of a tax rate of $0.637000 per $100 value, which is effectively a 3.68 percent increase in the tax rate (revenue). This tax rate, which has been the same since Tax Year 2004, will have a Maintenance and Operation Rate of $0.494068 per $100 value and a Interest and Sinking Fund Rate of $0.142932 per $100 value for the levy and the collection of General and Special Ad Valorem taxes for the City of Laredo for Tax Year 2016 and Fiscal Year 2016-2017. **(This will be the thirteenth year that the City would adopt this same rate.)**

X. RESOLUTIONS

24. **2016-R-115** Adopting the 2017-2021 Capital Improvement Program of the City of Laredo.

XI. MOTIONS

25. Authorizing the City Manager to enter into a partnership with the Consortium for Apprenticeship Partners in Economic Development (CAPED) by providing support in the amount not to exceed $45,000.00 for FY 2016-2017. CAPED works with local agencies and also streamlines efforts between Texas Education Agency, Texas Higher Education Coordinating Board, Texas Workforce Commission and their respective counterparts - a fully integrated system in order to accomplish a more efficient education system leading into sustainable regional careers pathways. Funding is contingent upon availability in the FY 16-17 General Fund Budget.

26. Authorizing the City Manager to execute all necessary documents for the purchase of the surface only of a vacant residential lot legally described as Lot 27, Block 1, Unit VII, Riverhill Subdivision, located at 626 Bouganvillea St. Said lot is being purchased for donation to Habitat for Humanity in support of the development of affordable housing. The purchase amount shall not exceed $23,000.00 plus applicable closing costs. Funding for this purchase is being made available through the Capital Improvement Fund.

27. Consideration for approval to award a professional services contract to Structural Engineering Associates, San Antonio, Texas, for an amount of $111,840.00 for the World Trade Bridge US Customs Exit Booth Expansion for conceptual planning for installation of new weigh-in-motion scales at the immediate departure location of all existing federal land port of entry exit control booths and for the study of the potential future commercial free and secure truck lane. Design work is to be done on a fast track basis. Funding is available in the Bridge Construction Fund.

28. Authorizing the City Manager to temporally transfer the emergency mobile morgue to Webb County under the care of Judge Tano Tijerina, Commissioners Court for the County Medical Examiner to assist with current emergency surge of fatalities.

29. Discussion with possible action to amend the Joint General/Special Elections Early Voting Schedule “Exhibit F” as presented by the Webb County Elections Administrator and approved by the Webb County Commissioners Court on September 12, 2016.

30. Authorizing the drafting of annexation agreements and service plans for the following:

    Tract 1: 4G Investments, LLC Tract – 82.48 acres, more or less, located east of F.M 1472 and south of S.H. 255.
    Petitioner:4G Investments, LLC. Eduardo A. Garza

    Tract 2: Kansas City Southern Railway 359 Yard Tract – 54.20 acres, more or less, located east of E.G. Ranch Rd. and S.H. 359. Petitioner: The Texas Mexican Railway Company.

    Tract 3: AFW Investments II, Ltd Tract – 20.34 acres, more or less, located north of S.H. 359 and east of E.G. Ranch Rd.
    Petitioner: Patrick Farrell.

Tract 4: Cuauhtemoc Rodriquez Tract – 5.0 acres, more or less, located north of Del Mar Blvd. and east of Bob Bullock Loop (Loop 20). Carlos V. Mejia.

Tract 5: MOS Professional Building Inc. Tract – 7.61 acres, more or less, east of F.M 1472 and south of Pinto Valle Dr.
Petitioner: Roberto P. Martinez Jr

Tract 6: Reuthinger Living Trust Tract – 1,743.53 acres, more or less, west of I.H. 35 and north of Beltway Parkway.
Petitioner: Hortense R. Offerle, Trustee

Tract 7: Carriers Tract: - 0.31 Acres, more or less, south of Carriers Dr. and east of Resource Dr.
Petitioner: Subcarrier Communications, Inc.

31. Refund of property tax in the amount of $3,035.43 payable to Cynthia Rizo due to an overpayment. Tax account # 111-00544-030.

32. Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of August 2016, represent a decrease of $41,568.84. These adjustments are determined by the Webb County Appraisal District and by court orders.

XII. CONSENT AGENDA

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

XII (a) RESOLUTIONS

33. **2016-R-108** Authorizing the City Manager to accept a grant in the amount of $2,464,520.00 from the Commission on State Emergency Communications to fund the 9-1-1 Program and Equipment budgets for the South Texas Region, including Jim Hogg, Starr, Webb, and Zapata Counties, for the period beginning September 1, 2016 through August 31, 2017.

34. **2016-R-109** Consideration to grant fee waivers and a tax abatement agreement between the City of Laredo and 801 Gustavus Inc. for the commercial property located at 801 E. Gustavus St., being Lot 1A Block 287 Eastern Division. The proposed commercial property eligible for property tax abatement includes a new commercial building of approximately 1,352 sq. ft. and a new covered roof of approximately 1,300 sq. ft. in the total amount of $153,700.00 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of $979.07 and estimated total fee waiver of $1,053.00 based on capital investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

35. **2016-R-110** Consideration to grant fee waivers and a tax abatement agreement between the City of Laredo and American Properties Agency, Inc. for the commercial property located at 1016 Iturbide St., being Lots 6, 7, 8, 9 & 10 Block 34 Western Division. The proposed commercial property eligible for property tax abatement includes rehabilitation of the existing building first floor into ten (10) new units of approximately 11,500 sq. ft. in the total amount of $215,000.00 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of $1,369.55 and estimated total fee waiver of $1,327.50 based on capital investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

36. **2016-R-111** Authorizing the City Manager to accept a grant in the amount of $44,293.83 from the Office of The Governor, Criminal Justice Department, for funding the 2017 Justice Assistance Grant or JAG for the period of October 01, 2016 through September 30, 2017. This funding will provide overtime for the Anti-Gang Unit which will target Criminal Street Gangs by identifying, monitoring, suppressing and documenting criminal gang activities and maintaining the TX-Gang database.

37. **2016-R-112** Authorizing the City Manager to accept two (2) continuation contract amendments from the Department of State Health Services (DSHS)Prenatal Services $40,446.00 for a total of $110,196.00 for the continuation of the City of Laredo Health Department prenatal and dental preventive patient care and prevention services for the term period from September 1, 2016 through August 31, 2017.

38. **2016-R-113** Authorizing the City Manager to enter into an agreement (ROW CSJ# 0086-14-070) to contribute funds estimated at $3,516.00 to the Texas Department of Transportation for utility adjustments associated with the widening of State Loop 20 from SH 359 to SPUR 400 (being the KCS overpass). Funding for this contribution in available in the Capital Improvement Fund.

XII (b) MOTIONS

39. Approving the property tax revenue increase for the fiscal year 2016-2017 budget as required by the Texas Local Government Code Section 102.007, said increase being $3,885,769.00 or 5.34%. The amount is due entirely to increases in property tax valuations and new property added to the tax roll and not to any increase in the current tax rate of $.637000.

40. Authorizing the City Manager to continue contracting with seven (7) local testing laboratories on a rotation and on as needed basis for the FY 2016 – 2017 for construction materials quality testing and subsurface exploration services. List of local testing labs are as follows:

    1. Carrillo & Associates, Inc., Laredo, Texas
    2. Castle Engineering & Testing, LLC., Laredo, Texas
    3. Terracon Consultants, Inc., Laredo, Texas
    4. Howland Engineering & Surveying Company, Laredo, Texas
    5. CMT-Tec, L.L.C., Laredo, Texas
    6. South Texas Testing Laboratories, Inc., Laredo, Texas
    7. Millennium Engineers Group (MEG), Laredo, Texas

    Funding is to be available from each respective project account.

41. Consideration for approval of amendment no. 2, an increase of $4,912.00 to the professional services contract with Structural Engineering Associates, Inc., San Antonio, Texas, to provide additional inspection services and site visits due to the increase in contract quantities for joint repairs by approximately 25% over the original quantities for the Colombia International Bridge Erosion Control, additional riprap and repair joints. Current contract with this amendment is $67,037.30. Funding is available in the Bridge Construction Fund.

42. Consideration for approval of the Laredo Colombia International Bridge Expansion and Joint Rehabilitation Project as complete, approval of change order no. 2 in the amount of $2,644.48 for the balance of quantities actually constructed in place, release of retainage and approval of final payment in the amount of $15,646.58 to ABBA Construction, L.L.C., Laredo, Texas. Final construction contract amount is $121,505.48. Funding is available in the Bridge 2008 Bond.

43. Authorizing the City Manager to enter into and execute annual contracts and/or amendments with 9-1-1 service providers (CenturyLink, AT&T, Sprint/Nextel Wireless, and Time Warner Cable) for the existing 9-1-1 telephone network, database services, and wireless/equipment maintenance for the South Texas Region in the amount of $358,476.00. Services are to be provided for the period of September 1, 2016 through August 31, 2017. Funding is available in the Regional 9-1-1 fund.

44. Authorizing the City Manager to execute an amendment to the contract with LexisNexis, to provide an online police report distribution system. This system allows police reports to be secured via the internet. The fee for service will be obtained through the fees collected during the distribution process and paid by the end users or purchasers of reports. The Police Department would receive $5.00 for each police report secured from the online system. The term of this agreement is for thirty-six (36) months and thereafter, the Agreement shall automatically renew for subsequent twelve (12) month periods subject to funding availability unless earlier terminated by either party. All revenues generated from this service contract will be deposited to the General Fund.

45. Consideration to renew the existing supply contract FY13-007 for the purchase of Ford Original Equipment Manufacturer (OEM) automotive parts for the City's Fleet vehicles to the following vendors:

    1. Gillie Hyde Ford Lincoln, Glasgow, Kentucky, in an amount up to $10,000.00; and

    2. Sames Motor Company, Laredo, Texas in an amount up to $90,000.00.

    All parts will be secured on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year period each upon mutual agreement of the parties. There will be no price increase during this extension period. This is the last extension period for this contract. Funding is available in the Fleet Maintenance Budget.

46. Consideration to renew contract number FY14-062 to the sole bidder, Lozano Body Shop, Laredo, Texas to provide automotive and truck body shop repair services for the Fleet Department. The contract amount is for approximately $225,000.00 annually and is for a three (3) year term and is subject to future appropriations. This is the first of two extension periods upon mutual agreement of the City and the vendor. There will be no price increase during this extension period. All repair services will be secured on an as needed basis. Funding is available in the Fleet Maintenance budget.

47. Consideration to award annual contracts FY16-071 to the following bidders:

1. Velco Inc., Laredo, Texas in an amount up to $20,000.00;
2. Hosemasters, Laredo, Texas in an amount up to $30,000.00; and
3. Hydrahose Services, Laredo, Texas in amount up to $25,000.00,

for the fabrication of hydraulic hoses with fittings for the City's heavy equipment. 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 five extension periods which can be renewed upon mutual agreement. All hoses will be purchased on an as needed basis. Funding is available in the Fleet Maintenance Budget.

48. Consideration to renew service contract number FY12-101 with Eye-View Investigations and Security, Laredo, Texas, in an annual amount up to $548,964.00 to provide security guard services at various municipal operations. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and subject to future budget appropriations. This is the last extension period for this contract. Funding is available in the respective departmental budgets. This contract establishes an hourly rate for security services required by the Bridge System, City Hall, Health Department, Municipal Housing, Solid Waste, and any other municipal facilities or operations.

49. Amending the contract with First Recycling LLC for the operation of the City's Material Recovery Facility to include the recommendations of Mejia and Company such as maintaining a dedicated bank account, further clarification on net revenue sharing and other explicatory language.

50. Award of a construction contract to the lowest responsible bidder, Trillium LLC dba Cobalt Construction, Laredo,Texas in the amount of $1,226,629.75 for the South Laredo Waste Water Treatment Plant Administration Building Project. The contract time is one hundred ten (110) working days. Funding is available in the 2011 Sewer Revenue Bond.

END OF CONSENT AGENDA

XIV. STAFF REPORTS

XV. EXECUTIVE SESSION

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

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

51. **2016-RT-08** Authorizing the City Manager to accept and execute the Texas Department of Transportation (TxDOT) State Urban Grant No. STATE-U-2016-LAREDO-00108 PGA for fiscal year 2017 in the amount of $576,518.00 to be use for Preventative Maintenance for the City of Laredo Transit Department. **(Approved by Operations Committee)**

52. **2016-RT-09** Authorizing the City Manager to execute a grant application and related documents including contract agreement(s) for the amount of $247,845.00 to the Federal Transit Administration (FTA) for Fiscal Years 2014 and 2015 Section 5310 (Map-21) Grant Program for Enhanced Mobility of Seniors and Individuals with Disabilities. These funds will be for Capital and Program Administration for the Laredo Transit Management. Grant funds will also be for the purchase of Rolling Stock and Operating Assistance for the 5310 transportation provider. **(Approved by Operations Committee)**

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

GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

53.

A. **Request by Mayor Pete Saenz**

a. Legislative update by State Representative Richard Raymond on amusement redemption machines, with possible action.

b. Discussion with possible action on supporting the application for the “What Works City” designation by Bloomberg Philanthropies with a presentation from staff and stakeholders on the program and its benefits.

B. **Request by Council Member Charlie San Miguel**

a. Discussion with possible action to invoke Section 2.06 of the City Charter and investigate the recent incidents regarding the November 2016 election candidate applications and all the matters related thereto. **(Co-Sponsored by Mayor Pete Saenz and Council Member Alejandro "Alex" Perez)**

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

a. Discussion with possible action to enact the “safe passage ordinance” to provide for protection of cyclists and pedestrians and to educate the motoring public regarding the same. **(Co-Sponsored by Council Member Charlie San Miguel)**

b. Discussion with possible action regarding missing monies from loss of water and associated monies and demand for report on water audit. **(Co-Sponsored by Mayor Pete Saenz)**

c. Discussion with possible action regarding whether monies are owed by First Recycling to the City of Laredo.

d. Discussion with possible action including termination and rescission of Amendment #1 for Gilpin Engineering in the amount of $2,225,000.00 for the Manadas Creek Wastewater Treatment Plant project in consideration of Notice of Termination by Gilpin Engineering of LVN Engineering, Manadas Creek Wastewater Treatment Plant Project.

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

a. Discussion regarding the availability of water line insurance provided by Homeshare USA covering connecting waterlines between individual meters and frontage property lines.

XVII. 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, September 14, 2016 at 6:15 p.m.

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Heberto "Beto" L. Ramirez
Acting City Secretary

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

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

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SUBJECT

Public Hearing and Introductory Ordinance authorizing the City Manager to accept and enter into contract with the Health and Human Services Commission (HHSC), amending the FY 2015-2016 budget by appropriating additional revenues and expenditures in the amount of $85,500.00, and amending the FY 2015-2016 Full Time Equivalent (FTE) listing by adding one (1) Medical Office Assistant II, R30. This project will further support the City of Laredo Health Department (CLHD) to provide womens health preventive services and family planning for the term period from August 1, 2016 through August 31, 2017 and can be renewed for up to two (2) years pending funding availability. **(Approved by Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

This grant award from Health and Human Services Commission (HHSC) will further support women's preventive health and family planning services with a fee for service and cost reimbursement component. This will improve women's health through better access to preventive care, early detection, cancer screening, maternal child health, family planning, chronic disease prevention, case management and health education as well diagnostic and laboratory services. Low income women will be able to access family planning and contraception services, these funds will assist the City of Laredo Health Department (CLHD) to serve an additional 300 women.

Resources through this grant provide for the addition of one (1) Medical Office Assistant II, R30 position.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council introduce the Ordinance.

Fiscal Impact

Fiscal Year:	2015
Bugeted Y/N?:	N
Source of Funds:	HHSC
Account #:	226-6110
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The revenue account 226-0000-321-6311 will increase by $85,500.00 and the expenditure division 226-6110 with the project number HEOE01 will increase by $85,500.00.

Attachments

Ordinance
Budget
Contract

ORDINANCE

AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO CONTRACT WITH THE HEALTH AND HUMAN SERVICES COMMISSION (HHSC), AMENDING THE FY 2015-2016 BUDGET BY APPROPRIATING ADDITIONAL REVENUES AND EXPENDITURES IN THE AMOUNT OF $85,500.00, AND AMENDING THE FY 2015-2016 FULL TIME EQUIVALENT (FTE) LISTING BY ADDING ONE (1) MEDICAL OFFICE ASSISTANT II, R30. THIS PROJECT WILL FURTHER SUPPORT THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) TO PROVIDE FAMILY PLANNING SERVICES FOR THE TERM PERIOD FROM AUGUST 1, 2016 THROUGH AUGUST 31, 2017 AND CAN BE RENEWED FOR UP TO TWO (2) YEARS PENDING FUNDING AVAILABILITY.

WHEREAS, this grant award from Health and Human Services Commission (HHSC) will further support family planning services for women with a fee for service and cost reimbursement component. This will improve women's health through better access to preventive care, early detection, cancer screening, maternal child health, family planning, chronic disease prevention, case management and health education as well diagnostic and laboratory services. It will allow the City of Laredo Health Department (CLHD) to serve an additional 300 women; and

WHEREAS, resources through this grant provide for the addition of one (1) Medical Office Assistant II, R30 position.

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

Section 1: The City Manager is hereby authorized to accept and enter into contract with the Health and Human Services Commission (HHSC), amending the FY 2015-2016 budget by appropriating additional revenues and expenditures in the amount of $85,500.00, and amending the FY 2015-2016 Full Time Equivalent (FTE) Listing by adding one (1) Medical Office Assistant II, R30. This project will further support the City of Laredo Health Department (CLHD) to provide family planning services for the term period from August 1, 2016 through August 31, 2017 and can be renewed for up to two (2) years pending funding availability.

Section 2: The revenue account 226-0000-321-6311 is hereby increased by $85,500.00 and the expenditure division 226-6110 with the project number HEOE01 is hereby increased by $85,500.00.

Section 3: The City Manager is hereby authorized to make transfers within the budget as allowable under the Special Contract Provisions and General Provisions of the contract with HHSC to meet the necessary costs to accomplish the scope of work for the program.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

BUDGET

FAMILY PLANNING PROGRAM OPEN ENROLLMENT
HHSC
226-6110; HEOE01

CATEGORIES		APPROVED BUD.
REVENUES		
HHSC GRANT REVENUE	$	85,500
CASH MATCH		0
TOTAL REVENUES	$	85,500
EXPENSES		
PERSONNEL	$	23,213
FRINGE BENEFITS		6,964
TRAVEL		1,000
EQUIPMENT		0
SUPPLIES		44,323
CONTRACTUAL		10,000
OTHER		0
SUB-TOTAL	$	85,500
CASH MATCH		0
TOTAL	$	85,500

SIGNATURE DOCUMENT FOR
THE HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. _____
UNDER THE
FAMILY PLANNING GRANT PROGRAM

I. PURPOSE

The Health and Human Services Commission ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **City of Laredo Health Department** ("Grantee" or "Contractor"), having its principal office at 2600 Cedar, Laredo, Texas 78040 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Family Planning Program ("Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter B, §§382.101-129.

III. CONTRACT PERIOD

This Contract has two components, the Fee-For-Service component and the Cost Reimbursement component. Given the need to coordinate the contracts associated with the Family Planning Program ("Program") with the TMHP claims process associated with the Fee-For-Service component of the Program, the effective dates for each component are as follows:

The Cost Reimbursement component will be effective upon the signature date of the latter of the Parties to sign the Contract.

The Fee-For-Service component will be effective on August 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later.

The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The services to be performed under this Contract are described in the: (1) Family Planning Program Open Enrollment, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised

Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

Attachment A -- Family Planning Program Open Enrollment Solicitation
Attachment B -- Contractor's revised Program Forms
Attachment C -- Contractor's revised Budget Documents
Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Family Planning Program services to **300** Unduplicated Clients during the term of this Contract.

V. CONTRACT NOT-TO-EXCEED AMOUNT AND PAYMENT PROCESSES

The total amount of this Contract shall not exceed **$85,500** as described in the budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

Fee-For-Service Payments:

The not-to-exceed amount for the Fee-For-Service component is **$42,750**. Contractor must submit claims in accordance with the requirements of Sections 2.3.3 and 2.3.5 of the Family Planning Program Open Enrollment, ATTACHMENT A.

Cost Reimbursement Payments:

The not-to-exceed amount for the Cost Reimbursement component is **$42,750**. All expenditures under the Contract must be in accordance with ATTACHMENT C. This portion of the Contract will be paid on a cost reimbursement basis as described in Sections 2.3.3 and 2.3.4 of the Family Planning Program Open Enrollment, ATTACHMENT A.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

VI. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Health and Human Services Commission -- Women's Health Services
Address: 1100 W. 49th Street
Austin, TX 78756
Attention: Camille Laosebikan
Email: Camille.Laosebikan@hhsc.state.tx.us
Phone: (512) 776-3561

Grantee
City of Laredo Health Department
2600 Cedar
Laredo, Texas 78040
Attention: Hector F. Gonzalez MD, MPH, Director of Health
Email: hgonzalez@ci.laredo.tx.us
Phone: (956) 795-4920

VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Health and Human Services Commission
4900 North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel – Karen Ray

Grantee
Grantee
Address
City, State ZIP
Attention:

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

SYSTEM AGENCY	**GRANTEE**
_____	_____
Name: Lesley French	Name: _____
Title: Associate Commissioner	Title: _____
Date of execution: _____	Date of execution: _____

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

ATTACHMENT A – FAMILY PLANNING PROGRAM OPEN ENROLLMENT
ATTACHMENT B – CONTRACTOR'S REVISED PROGRAM FORMS
ATTACHMENT C – CONTRACTOR'S REVISED BUDGET DOCUMENTS
ATTACHMENT D – CONTRACTOR'S OPEN ENROLLMENT APPLICATION
ATTACHMENT E – UNIFORM TERMS AND CONDITIONS
ATTACHMENT F – SPECIAL CONDITIONS
ATTACHMENT G – STATE ASSURANCES
ATTACHMENT H – FEDERAL ASSURANCES
ATTACHMENT I – DATA USE AGREEMENT

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

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

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SUBJECT

Public Hearing and Introductory Ordinance authorizing the City Manager to accept the continuation contract with Texas A&M International University (TAMIU) and amending the FY 2015-2016 budget by appropriating additional revenues and expenditures in the amount of $483,181.00. Funding is from Methodist Health Care Ministries through TAMIU, and will allow us to continue to provide early detection health care services for diabetes and to integrate behavioral health screenings. The project is called *Sí Texas – Juntos For Better Health* Program and has several partners (TAMIU, Methodist Healthcare Ministries, Border Region Behavioral Health, Holding Institute, AHEC, SCAN and Gateway Community Health Center). The term period is from May 1, 2016 through April 30, 2017 and may be extended for another four (4) years contingent on funding availability. **(Approved by Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On April 4, 2016, Council approved Ordinance 2016-O-044.

BACKGROUND

Texas A&M International University (TAMIU) is the local lead and Methodists Health Care Ministries is the co-funder and partner with the Whitehouse Innovation Fund and other private entities. The City of Laredo Health Department (CLHD) through this partnership will implement with these funds the *Sí Texas – Juntos For Better Health* Program. The primary objective of the program is to provide early detection health care services to address diabetes and integrate behavioral health services (primarily depression). Through this enhanced outreach for clinical care, person can improve their diabetes and mental health and have healthier outcomes. Several other partners will participate: Border Region Behavioral health, Gateway Community Health Center, SCAN and Holdings Institute. Data from this effort can serve as a national best practice model for other communities and as well will test a health information exchange to improve the continuum of care.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council introduce the Ordinance.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	N
Source of Funds:	TAMIU
Account #:	226-6406
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

The revenue account 226-0000-326-2007 is hereby increased by $483,181.00 and the expenditure division 226-6406 with the project number HESI02 is hereby increased by $483,181.00.

Attachments

Ordinance

Contract

Budget

ORDINANCE

AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONTINUATION CONTRACT WITH TEXAS A&M INTERNATIONAL UNIVERSITY (TAMIU) AND AMENDING THE FY 2015-2016 BUDGET BY APPROPRIATING ADDITIONAL REVENUES AND EXPENDITURES IN THE AMOUNT OF $483,181.00. FUNDING IS FROM METHODISTS HEALTH CARE MINISTRIES THROUGH TAMIU, AND WILL ALLOW US TO CONTINUE TO PROVIDE EARLY DETECTION HEALTH AND CARE SERVICES FOR DIABETES AND TO INTEGRATE BEHAVIORAL HEALTH SCREENINGS. THE PROJECT IS CALLED *SÍ* TEXAS – JUNTOS FOR BETTER HEALTH PROGRAM AND HAS SEVERAL PARTNERS. THE TERM PERIOD IS FROM MAY 1, 2016 THROUGH APRIL 30, 2017 AND MAY BE EXTENDED FOR ANOTHER FOUR (4) YEARS CONTINGENT ON FUNDING AVAILABILITY.

WHEREAS, Texas A&M International University (TAMIU) is the lead but Methodists Health Care Ministries is the funder and partner statewide. City of Laredo Health Department (CLHD) will implement with these funds the *Sí* Texas – *Juntos For Better Health* Program. The primary objective of the program is to provide early detection health care services to address diabetes and integrate behavioral health services. Through this enhanced outreach for clinical care person can improve their diabetes and mental health. Several other partners will participate: Border Region Behavioral health, Gateway Community Health Center, SCAN and Holdings Institute. Data from this effort can serve as a national best practice model for other communities and as well will test a health information exchange to improve the continuum of care.

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

Section 1: The City Manager is hereby authorized to accept the continuation contract with Texas A&M International University (TAMIU) and amending the FY 2015-2016 budget by appropriating additional revenues and expenditures in the amount of $483,181.00. Funding is from Methodists Health Care Ministries through TAMIU, and will allow us to continue to provide early detection health and care services for diabetes and to integrate behavioral health screenings. The project is called *Sí* Texas – Juntos For Better Health Program and has several partners. The term period is from May 1, 2016 through April 30, 2017 and may be extended for another four (4) years contingent on funding availability.

Section 2: The revenue account 226-0000-326-2007 is hereby increased by $483,181.00 and the expenditure division 226-6406 with the project number HESI02 is hereby increased by $483,181.00.

Section 3: The City Manager is hereby authorized to make transfers within the budget as allowable under the Special Contract Provisions and General Provisions of the contract with HHSC to meet the necessary costs to accomplish the scope of work for the program.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

PROFESSIONAL SERVICES CONTRACT
BETWEEN
TEXAS A&M INTERNATIONAL UNIVERSITY
AND
CITY OF LAREDO HEALTH DEPARTMENT

This Professional Services Contract (PSC) is entered into by and between **TEXAS A&M INTERNATIONAL UNIVERSITY ("University")** a member of the Texas A&M University System and an agency of the State of Texas, and **CITY OF LAREDO HEALTH DEPARTMENT ("PSP")** collectively ("Parties") pursuant to the authority granted by and in compliance with the provisions of Texas Educational Code Chapter 51.9335.

SECTION I
CONTRACTING PARTIES

Performing Entity: **City of Laredo Health Department**

Receiving Entity: **TEXAS A&M INTERNATIONAL UNIVERSITY**

SECTION II
STATEMENT OF SERVICES TO BE PERFORMED

The PSP shall be engaged to collect and track patient data to assist University research on improvement of healthcare in South Texas. The PSP shall not be responsible for analysis of data or the research outcomes of this project.

The PSP will provide services according to the attached Scope of Services (Exhibit A). To aid PSP in the collection of data, University shall provide purchasing support for all items related to providing the service as outlined in Exhibit A.

PSP shall be responsible for submitting all of the deliverables, as outlined by the scope, per the schedule provided.

SECTION III
BASIS FOR CALCULATING REIMBURSABLE COSTS

The University will reimburse the PSP for actual costs incurred in carrying out the services authorized in Scope of Services. In support of activity planning, the University shall provide PSP an anticipated budget of expenses (Exhibit B).

The University shall apply its standard rules/policies regarding purchases and reimbursements including, but not limited to: time and effort, per diem, mileage, hotel, and other travel costs. In administering this contract's payables, the University will also reference OMB Circulars A-122 and A-87 as a guide to determine the allowability of costs after incurrence. Should there be a difference between the University and Federal OMB guidelines the OMB guidelines shall govern.

Expenses submitted for reimbursement may be subject to University audits prior to disbursement.

SECTION IV
CONSIDERATION AND PAYMENT FOR SERVICES

4.01 PAYMENT. The University shall pay PSP within 30 days of the submission of a properly formatted invoice.

4.02 PAYMENT INFORMATION. PSP shall provide University with all necessary paperwork to properly process payments to the PSP. Failure to provide payment documents/information timely will cause a delay in the University processing payment and will not be cause for late payment remedies.

4.03 DISALLOWED EXPENSES. Should a previously invoiced and paid expense be disallowed, University shall either reduce the next payment by the amount of the disallowed expense or invoice PSP and provide documentation of same to PSP explaining the reason(s) regarding the disallowed expense.

SECTION V
TERM; TERMINATION; AMENDMENT

5.01 TERM

(a) This PSC is effective, when fully executed by the parties, for a term beginning **May 1, 2016** and continues until **April 30, 2017**, unless terminated sooner upon receipt by one party of written notice sent by the other party at least 30 days prior to early termination date, or unless extended by written Contract of both parties.

(b) Both parties acknowledge that a portion of services that are the subject of this PSC have been provided prior to the term of the PSC.

(c) This PSC is deemed accepted by both parties unless the PSP receives a written objection from the Receiving Entity.

5.02 TERMINATION. Either party may terminate this PSC for its convenience by providing 30 days' written notice to other Party.

5.03 AMENDMENT. This PSC may be amended only in writing by an instrument signed by authorized representatives of the parties.

SECTION VI
ADDITIONAL PROVISIONS

6.01 AUDIT. The parties acknowledge the State Auditor's authority to conduct audits of state agencies under Chapter 321 of the Texas Government Code. The University will have the right to conduct an on-site audit of PSP, including relevant documents and security compliance procedures relevant to the Services provided pursuant to this PSC, using procedures developed by the parties.

6.02 DISPUTE RESOLUTION. The parties agree to use good-faith efforts to resolve all questions, difficulties, or disputes of any nature that may arise under or by this PSC; however, nothing in this

paragraph will preclude either party from pursuing any remedies available under Texas law.

6.03 TEXAS PUBLIC INFORMATION ACT. Each party is responsible for complying with and responding to requests according to the provisions of Texas Government Code Chapter 552 (Texas Public Information Act) and any AG Opinions issued under that statute. As an agency of the State of Texas, University is subject to the Texas Public Information Act, Chapter 552, *Texas Government Code*.

(a) PSP acknowledges that University is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Contract, as well as any other disclosure of information required by applicable Texas law.

(b) Upon University's written request, PSP will provide specified public information exchanged or created under this Contract that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to University in a non-proprietary format acceptable to University. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TAMIU has a right of access.

(c) PSP acknowledges that University may be required to post a copy of the fully executed Contract on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

6.04 Governing Law. The validity of this Contract and all matters pertaining to this Contract, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

6.05 Venue. Notwithstanding any other provision of this Contract, pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against University shall be in the county in which the primary office of the chief executive officer of University is located.

6.06 AVAILABILITY OF FUNDS; GRANT FUNDED EXPENDITURES ADVERSE ACTION. The expenses of this this contract are funded by the Si Texas Grant and was awarded by the Social Innovation Fund to Methodist Healthcare Ministries and then sub-awarded to the University. The University's, as a state agency and sub-award grantee, action is subject to actions of the Texas Legislature and Methodist Healthcare Ministries. If the University become subject to a legislative/administrative change, revocation of statutory authority, or a lack of grant awarded funds, which would render either party's delivery or performance under this PSC impossible or unnecessary, the party will terminate or cancel this PSC. In the event of a termination or cancellation under this paragraph, neither party will be liable to the other for any damages, which are caused by or associated with the termination or cancellation. The party terminating or cancelling under this paragraph will not be required to provide advance notice.

6.05 ASSIGNMENT AND SUBCONTRACTING. Neither party will assign any interest in this PSC or subcontract without the prior written consent of the other party, unless authorized by law.

6.06 ENTIRE CONTRACT. This PSC constitutes the entire Contract of the parties. The Contract supersedes all prior Contracts, written or oral, between University and the PSP and constitutes the entire Contract and understanding between the parties with respect to the subject matter hereof. The Contract and

each of its provisions will be binding upon the parties and may not be waived, modified, amended, altered, or assigned except by a writing signed by University and the PSP.

6.07 Force Majeure. Neither party is required to perform any term, condition, or covenant of this Contract, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

6.08 Independent Contractor. In PSP's performance under the Contract, the PSP acts and will act as an independent contractor, and not as an agent or employee of University.

SECTION VII
NOTICES

Any notice required or permitted to be delivered under this PSC is deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the proper party at the addresses set forth below.

Performing Entity:	City of Laredo Health Department Hector Gonzalez, M.D. M.P.H Health Director 2600 Cedar Laredo, Texas 78040
Receiving Entity:	TEXAS A&M INTERNATIONAL UNIVERSITY Dr. Glenda Walker Si Texas Principle Investigator 5201 University Blvd. Laredo, TX 78041 glenda.walker@tamiu.edu
With Copy To:	Dr. Pablo Arenaz Provost and Vice President for Academic Affairs pablo.arenaz@tamiu.edu

Notice given in any other manner will be deemed effective only if and when received by the party to be notified. Either party may change its address, under this section, by written notice to the other party as provided in this section.

SECTION VIII
CERTIFICATIONS

THE UNDERSIGNED CONTRACTING PARTIES certify that (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of the University; (2) the proposed arrangements serve the interest of efficient and economical administration of those services being performed; (3) the services, supplies, or materials covered by this contract are not

required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder; and (4) this PSC neither requires nor permits either party to exceed its duties and responsibilities.

SECTION IX
SIGNATORIES

The undersigned signatories have full authority to enter into this PSC on behalf of the respective parties.

PERFORMING ENTITY:
CITY OF LAREDO HEALTH DEPARTMENT

By: _____ Date: 8/18/16
Name: Jesus M. Olivares
Title: City Manager

RECEIVING ENTITY:
TEXAS A&M INTERNATIONAL UNIVERSITY

By: _____ Date: 8/8/2016
Name: Juan J. Castillo
Title: VP for Finance and Administration

By: _____ 8-11-16
Hector F. Gonzalez Date
Health Director

By: _____
Kristina Hale Date
Assistant City Attorney 8/12/16

By: _____ 8/19/16
Heberto L. Ramirez Date
City Secretary

CITY OF LAREDO, TEXAS

Exhibit B - Budget
Budget Period: May 1, 2016 to April 30, 2017

Organization Name:	**City of Laredo Health Department**
Project Title:	**Si Texas: Juntos for Better Health**

EXPENSES	Justification	Sí Texas Grant Request	Amount from Matching Sources	Project Total
Project Personnel				
Program Coordinator	Salary	$ 40,584		**$ 40,584**
FNP	Salary	$ 83,196		**$ 83,196**
LPC	Salary	$ 39,569		**$ 39,569**
Case Manager	Salary	$ 37,986		**$ 37,986**
LVN III	Salary	$ 39,569		**$ 39,569**
Contract Physician @ 50%	Salary	$ 96,573		**$ 96,573**
Personnel Fringe Benefits				
Fringe Benefits		$ 138,704		**$ 138,704**
Travel				
Local travel for primary care local staff to provide outreach clinical services	Local mileage @ $0.50 per mile to implement & evaluate new services & investigate, gather & analyze data on the overall impact of health care outreach	$ 7,000		**$ 7,000**
Travel to outlying counties for primary care staff to provide outreach clinical services	Mileage @ $0.50 per mile to implement & evaluate new services & investigate, gather & analyze data on the overall impact of health care outreach in outlying counties			$ -
				$ -
Equipment				
Supplies				
Contractual/Consultant Services				
				$ -
Training				
		$ -		$ -
Evaluation				
				$ -
Other Costs				
	Total Direct Costs	**$ 483,181**	**$ -**	**$ 483,181**
Subtotal - budget year 2		**$ 483,181**	**$ -**	**$ 483,181**
TOTAL EXPENSES - Year 2		**$ 483,181**	**$ -**	**$ 483,181**
Funding percentages		**100%**	0%	**100%**

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

City Council-Regular

Meeting Date: 09/19/2016

Initiated By: Horacio De Leon, Assistant City Manager

Staff Source: Horacio De Leon, Assistant City Manager; Nathan R. Bratton, Planning Director

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SUBJECT

Public Hearing and Introductory Ordinance amending the Laredo Land Development Code of the City of Laredo by revising Article IV, Section 24.65.0, General Supplemental;Provisions, (a) Residential, to prohibit trucks and certain trailers from parking in an R-2, R-3, RSM, and RS Zoning District; providing for publication and effective date.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The ordinance amendment insures uniform enforcement of commercial vehicle and trailer parking within residentially zoned areas of the city.

COMMITTEE RECOMMENDATION

The Planning and Zoning Commission recommends approval

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None

Attachments

Amending Land Dev Code Revise Art IV Sect 24.65.0 Prohibitinfg certain truck and trailer parking in resident zone dist

CITY OF LAREDO ORDINANCE NO. 2016-O-___

AMENDING THE LAREDO LAND DEVELOPMENT CODE OF THE CITY OF LAREDO BY: REVISING ARTICLE IV, SECTION 24.65.0, GENERAL SUPPLEMENTAL PROVISIONS, (a) RESIDENTIAL, TO PROHIBIT TRUCKS AND CERTAIN TRAILERS FROM PARKING IN AN R-2, R-3, RSM, RS, ZONING DISTRICT; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the parking of large commercial vehicles and large trailers in residential areas is a safety hazard and nuisance to the residents; and

WHEREAS, parking of these large vehicles and large trailers in residential neighborhoods create traffic congestion and damages the roads; 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 has been deemed necessary and appropriate; and

WHEREAS, the Planning & Zoning Commission, after a public hearing on August 4, 2016 has recommended the City Council of the City of Laredo pass this amendment to the City of Laredo Land Development Code.; and,

WHEREAS, the City Council has held a public hearing on _____, 2016 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: Article IV, Section 24.65.0 of the Laredo Land Development Code is hereby amended to read as follows:

Section 24.65.0 GENERAL SUPPLEMENTAL PROVISIONS

(a) Residential

i. No commercial vehicle which exceeds [~~one ton~~] *16,000 pounds* in manufacturer's gross vehicle weight rating *(GVWR)* or which has more than two axles, nor any commercial or farm trailer exceeding twelve feet in length, shall be parked or stored on any residential lot in any R-1, R-1A, R-1B, *R-1-MH, R-2, R-3, RSM, RS, or R-O* [~~RS, or R-1 MH~~] single family residential zoning district;

Draft

ii. No commercial vehicle which exceeds one ton in manufacturer's gross vehicle weight rating *(GVWR)* or which has more than two axles shall be parked or stored on any public street*, or public right-of-way,* in any R-1, R-1A, R-1B, *R-1-MH, R-2, R-3, RSM, RS, or R-O* [~~RS, or R-1MH~~] single family residential zoning district;

iii. No commercial*,* [~~or~~] farm *or utility* trailer [~~exceeding twelve feet in length~~] shall be parked or stored on any public street*, or public right-of-way,* in any R-1, R-1A, R-1B, *R-1-MH, R-2, R-3, RSM, RS, or R-O [RS, or R-1 MH* [~~RS, or R-1MH~~] single family residential zoning district;

iv. The provisions of Sections 24.65.0(a) i., ii., and iii. above shall not apply to street construction equipment, maintenance and repair equipment or trucks, rollers or implements, equipment trailers or vehicles used by public service utilities when used, or intended for use, in the general vicinity; motor buses when taking on or discharging passengers at customary bus stops; vehicles parked while in the act of accepting from the immediate shipper or delivering to a consignee or addressee any transportable thing; [~~or~~]vehicles with mechanical defects during the time it takes to make emergency repairs*, or the temporary parking of said vehicles, with attached trailers, for loading and unloading purposes only between the hours of 8:00 a.m. to 8:00 p.m. and for not more than ninety minutes*.

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 4: Severability

If any provision, section subsection, sentence, clause, or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

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 al times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

Draft

_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO “BETO” RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

_____
KRISTINA K. LAUREL-HALE
ASSISTANT CITY ATTORNEY

Draft

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

City Council-Regular

Meeting Date: 09/19/2016

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Vimosa II, a Texas General Partnership/Owner; Porras Nance Engineering/Applicant/Representative

Staff Source: Nathan R. Bratton

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning .6342 acres as further described by metes and bounds in attached Exhibit "A", located at South of Soria Drive and West of Ejido Avenue, from R-3 (Mixed Residential District) to B-1 (Limited Commercial District); providing for publication and effective date.

Staff supports the application and Planning & Zoning Commission recommends approval of the zone change.
ZC-70-2016

District I

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: I– The Honorable Rudy Gonzalez, Jr.

Proposed use: Commercial

Site: The site is currently occupied by a vacant church structure.

Surrounding land uses: There is no predominant uses in the area. There is vacant undeveloped land all around this property.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Soria Drive as a Major Collector-Planned and Ejido Avenue as Minor Arterial.

Letters sent to surrounding property owners: 2

In Favor: 0
Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 6 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change.

STAFF COMMENTS

The proposed zone change is appropriate at this location for the following reasons:

1. A B-1 zoning, opens the possibility for uses not compatible with the surrounding uses, (i.e., medical and dental clinics (public and private), adult day care, child day care, laundry/dry cleaning, beauty shop, tool rental (indoor storage), appliance repair, auto repair (minor repairs), grocery store, meat market, furniture sales (indoor), major appliances sales (indoor), restaurant, private club (alcohol served), alcohol sales/off premise consumption, etc.
2. The proposed use is compatible with the existing zones in the neighborhood, which abuts a B-3 zoning district.
3. The proposed location is in the near proximity of a busy intersection with a Major Collector-Planned and a Minor Arterial, that could take the traffic that this zone change would introduce.

IMPACT ANALYSIS

B-1 (Limited Commercial District): The purpose of the B-1 District is to provide for business and commercial development serving a limited geographic area or neighborhood.

Is this change contrary to the established land use pattern?
No, there is no established land use pattern in this area. It is mostly raw vacant land.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes, there is no B-1 zoning district within the area, but this property abuts a B-3 zoning district.

Will change adversely influence living conditions in the neighborhood?
Yes, introduction of the proposed commercial use would most likely cause an increase in traffic and may introduce more intense uses in the neighborhood.

Are there substantial reasons why the property can not be used in accord with existing zoning? Yes, the current R-3 zoning only allows mixed residential uses and

the property owner wants to introduce a commercial use.

Fiscal Impact

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

Attachments

Ordinance 2016-O-
Exhibit A
Color Maps
COlor Picture

ORDINANCE NO. 2016-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATYELY .6342 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN EXHIBIT A, LOCATED AT S OF SORIA DR. AND W OF EJIDO AVE., FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO B-1 (LIMITED BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

.

WHEREAS, a zone change has been requested by the owner of .6342 acres as further described by Metes and Bounds in Exhibit A, located at S of Soria Dr. and W of Ejido Ave., from R-3 (Mixed Residential District) to B-1 (Limited 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 August 18, 2016; 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 September 19, 2016, 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, .6342 acres as further described by Metes and Bounds in Exhibit A, located at S of Soria Dr. and W of Ejido Ave., from R-3 (Mixed Residential District) to B-1 (Limited Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

0.6342 ACRE TRACT
being out and part of
Porcion 37 ~ Abstract 410 ~ Jose Bartolo Chapa, Original Grantee
Within the limits of the
City of Laredo, Webb County, Texas

Being a tract of land found to contain 0.6342 Acres, more or less, situated in Porcion 37, Abstract 410, Jose Bartolo Chapa, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 0.6342 Acre tract being out and part of the 100.00 Acre Tract (Tract 3) acquired by Vimosa II, as therein recorded in Volume 1019, Pages 702-704 of the Webb County deed Records, and more particularly described by metes and bounds as follows, to-wit;

BEGINNING at a found ½" iron rod for the Most Easterly Southeast corner of Eleden Subdivision, Unit XIV, as Recorded in Volume 34, Pages 21-22 of the Webb County Plat Records, same being a point on the Westerly right-of-way line of Ejido Ave.,a point on a curve to the left, the Northeast corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE along the said Westerly right-of-way line of Ejido Ave. being the Easterly boundary line of the herein described tract, as follows:

A curvilinear distance of 26.60 feet, with said curve having the following characteristics: Central Angle=02°13'07", R=686.98 feet, CL=26.60 feet, TAN=13.30 feet, CHD=26.60 feet, CHD. Bearing = S 28°09'11" W, to a set ½" iron rod for a point of reverse curvature to the left;

A curvilinear distance of 123.57 feet, with said curve having the following characteristics: Central Angle=09°06'43", R=776.98 feet, CL=123.57 feet, TAN=61.91 feet, CHD=123.44 feet, CHD. Bearing = S 24°42'22" W, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

THENCE along the Southerly boundary line of the herein described tract, as follows:

South 62°31'04" West, 29.20 Feet, to a set ½" iron rod for a point on a curve to the left of this tract;

A curvilinear distance of 107.91 feet, with said curve having the following characteristics: Central Angle=14°32'51", R=425.00 feet, CL=107.91 feet, TAN=54.25 feet, CHD=107.62 feet, CHD. Bearing = N 82°58'56" W, to a set ½" iron rod for the end of this curve;

South 89°44'38" West, 22.55 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

North 45°15'22" West, 21.21 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

Exhibit A

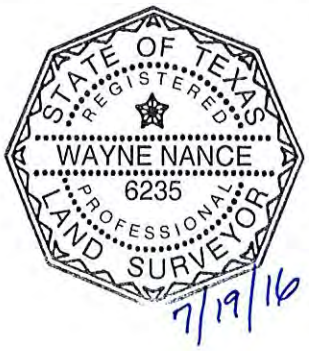
THENCE North 00°15'22" West, 120.04 feet, along the Westerly boundary line of he herein described tract, to a found ½" iron rod for an exterior corner of aforesaid Eleden Subdivision, Unit XIV and the Northwest corner of this tract;

THENCE North 89°44'38" East, 235.02 feet, along the Northerly boundary line of he herein described tract, to the most Easterly Southeast corner of said Eleden Subdivision, Unit XIV, a point on the Westerly right-of-way line of Ejido Ave., the Northeast corner of this tract and the **POINT OF BEGINNING.**

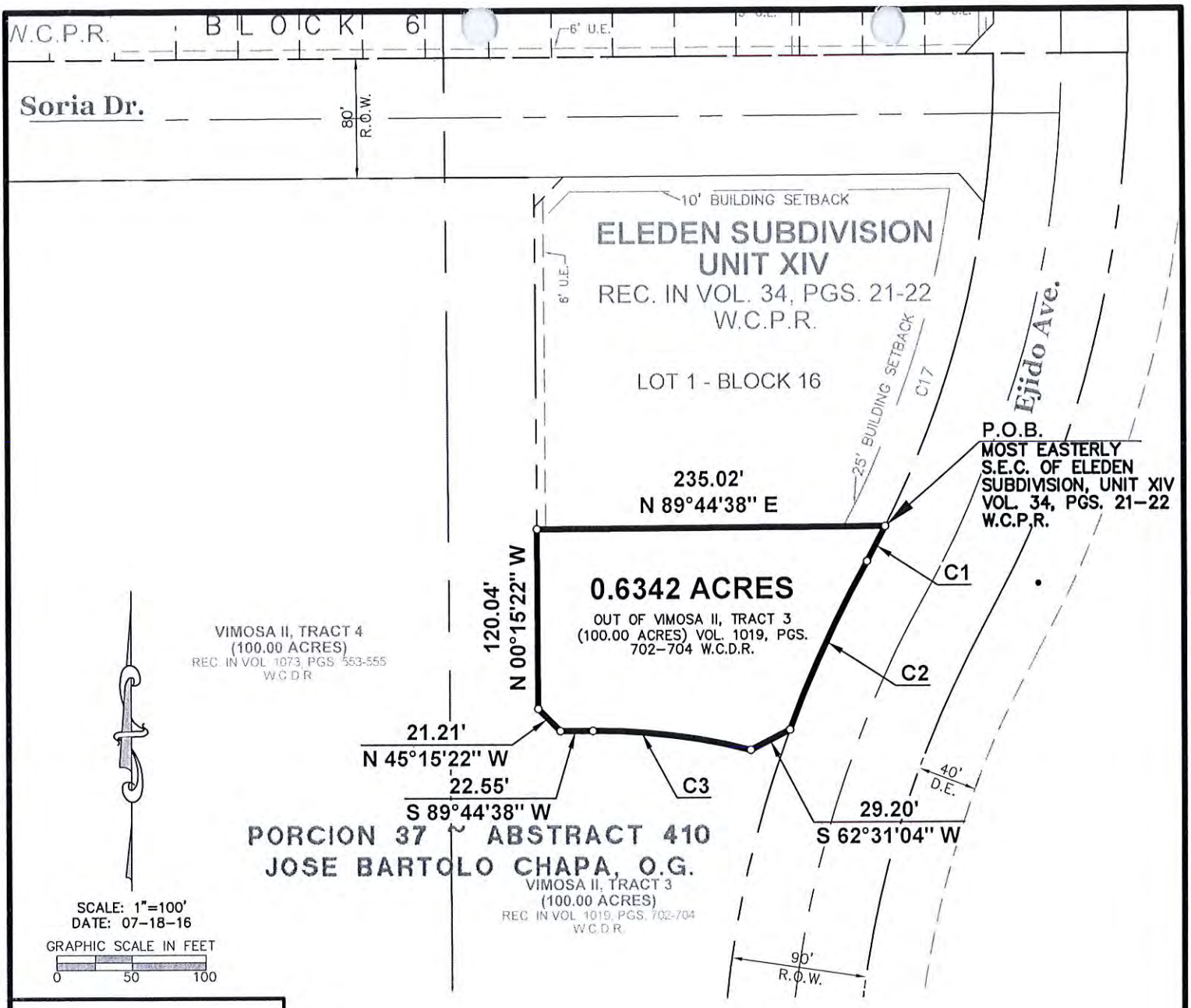
Basis of Bearings and Distances:
GPS NAD 83 (2011 Adj.), Texas State Plane, 4205 South Zone

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.

Witness my Hand and Seal



Wayne Nance, R.P.L.S



STATE OF TEXAS
REGISTERED
WAYNE NANCE
6235
PROFESSIONAL
LAND SURVEYOR

CURVE DATA						
CURVE	DELTA ANGLE	RADIUS	ARC	TANG	CHORD	CHORD BEARING
C1	02°13'07"	686.98'	26.60'	13.30'	26.60'	S 28°09'11" W
C2	09°06'43"	776.98'	123.57'	61.91'	123.44'	S 24°42'22" W
C3	14°32'51"	425.00'	107.91'	54.25'	107.62'	N 82°58'56" W

NOTES:

1.–THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

2.–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. 48479C1380C, DATED: APRIL 2, 2008.

3.–BASIS OF BEARINGS AND DISTANCES: GPS NAD 83 (2011 ADJ.), TEXAS STATE PLANE, 4205 SOUTH ZONE.

SURVEYOR'S CERTIFICATION

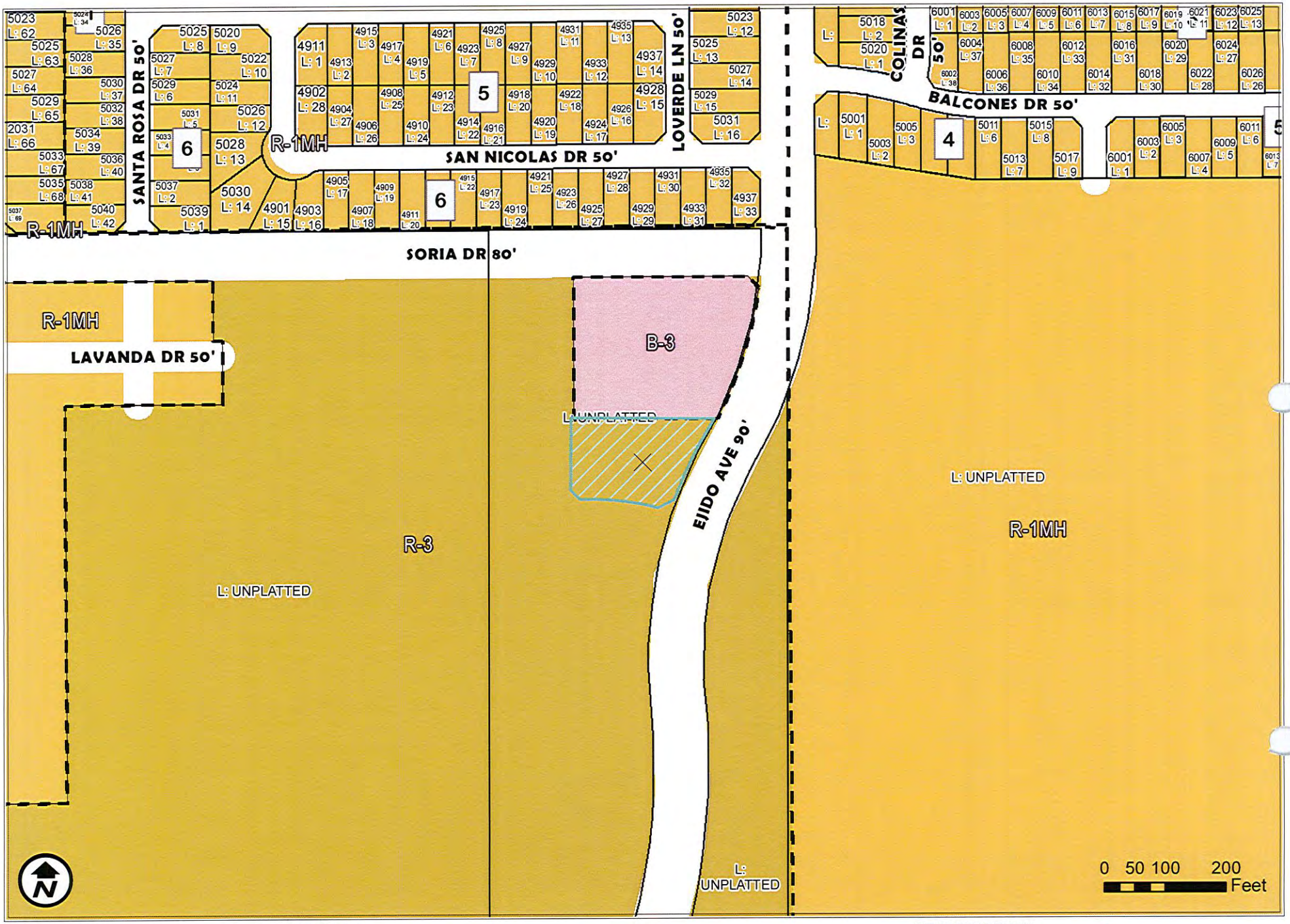
I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 19TH DAY OF July, 2016.

WAYNE NANCE, R.P.L.S.
TEXAS REG. NO. 6235

BOUNDARY SURVEY OF A 0.6342 ACRE TRACT

OUT OF VIMOSA II, TRACT 3 (100.00 ACRES)
VOL. 1019, PGS. 702-704, W.C.D.R.;
CITY OF LAREDO - WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
304 E. CALTON RD.
LAREDO, TEXAS 78041
TBPE F-6205
TBPLS F-101888
OFFICE (956) 724-3097
www.porrasnance.com

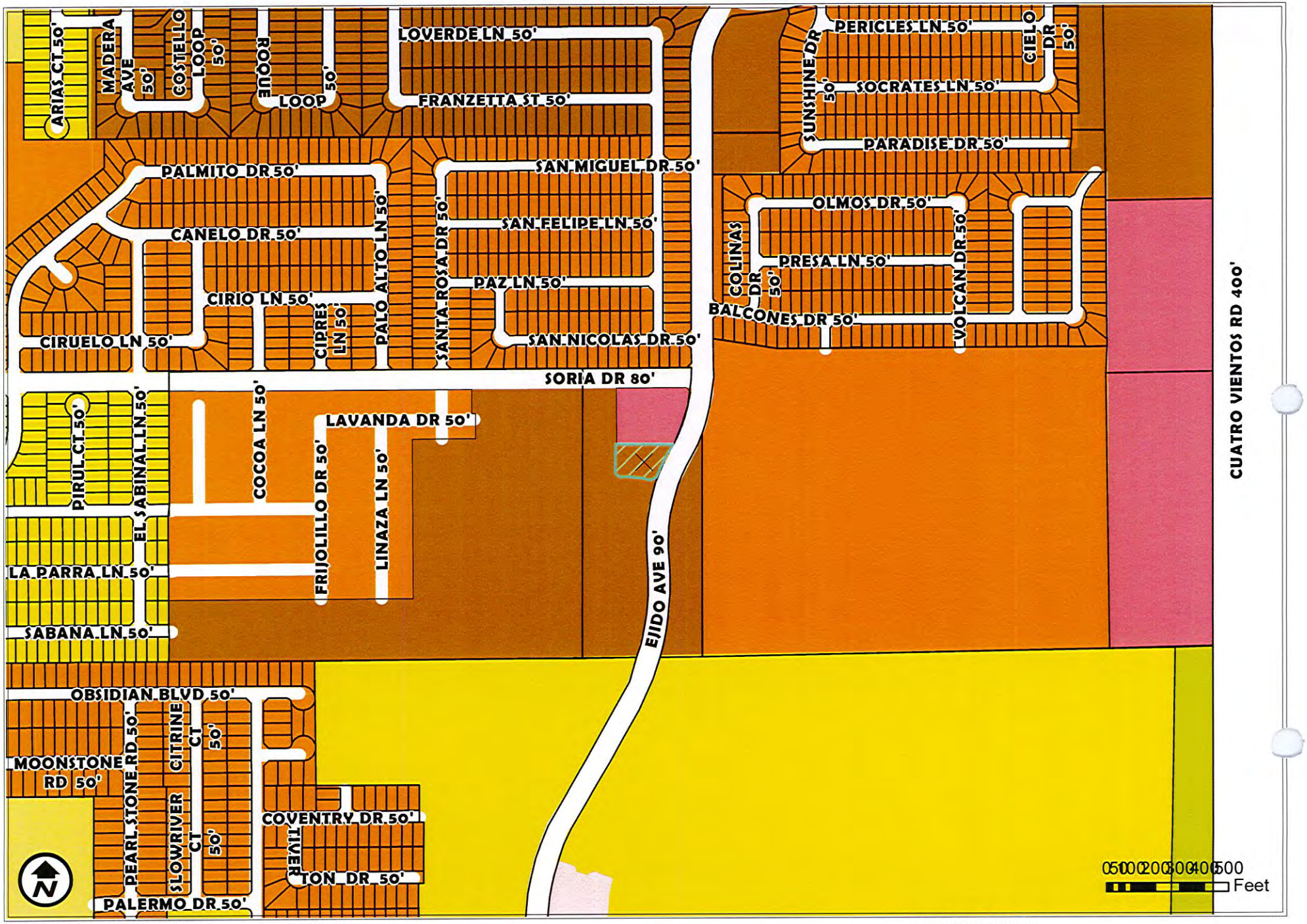


ZONING MAP
1 inch = 200 feet
Date: 8/8/2016

ZC-70-2016
COUNCIL DISTRICT 1
WEST OF EJIDO, SOUTH OF SORIA

RESONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
-> B1 (LIMITED COMMERCIAL DISTRICT)

S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.



ZONING OVERVIEW
1 inch = 500 feet
Date: 8/8/2016

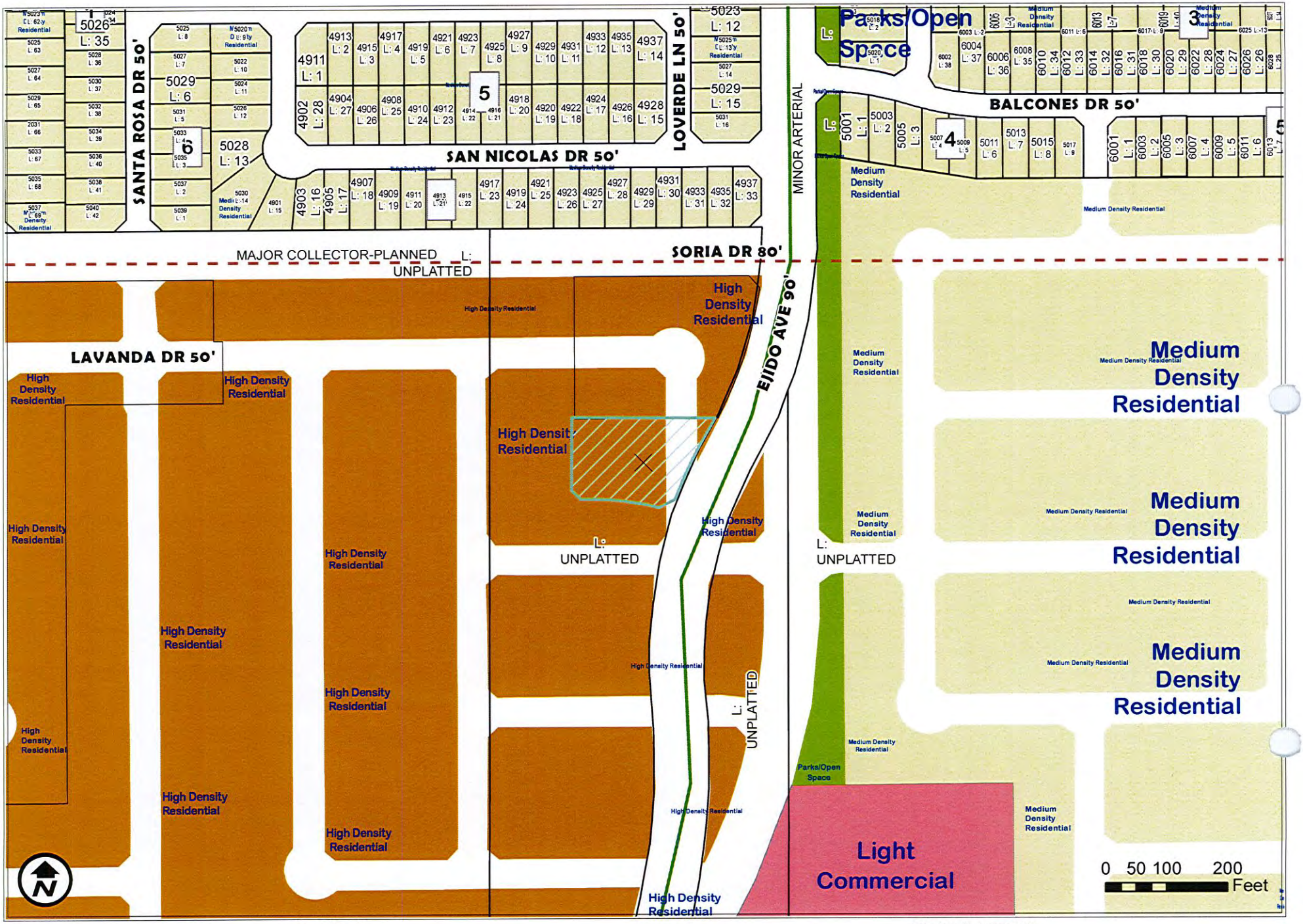
ZC-70-2016
COUNCIL DISTRICT 1
WEST OF EJIDO, SOUTH OF SORIA

RESONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
-> B1 (LIMITED COMMERCIAL DISTRICT)

AERIAL MAP
1 inch = 200 feet
Date: 8/8/2016

ZC-70-2016
COUNCIL DISTRICT 1
WEST OF EJIDO, SOUTH OF SORIA

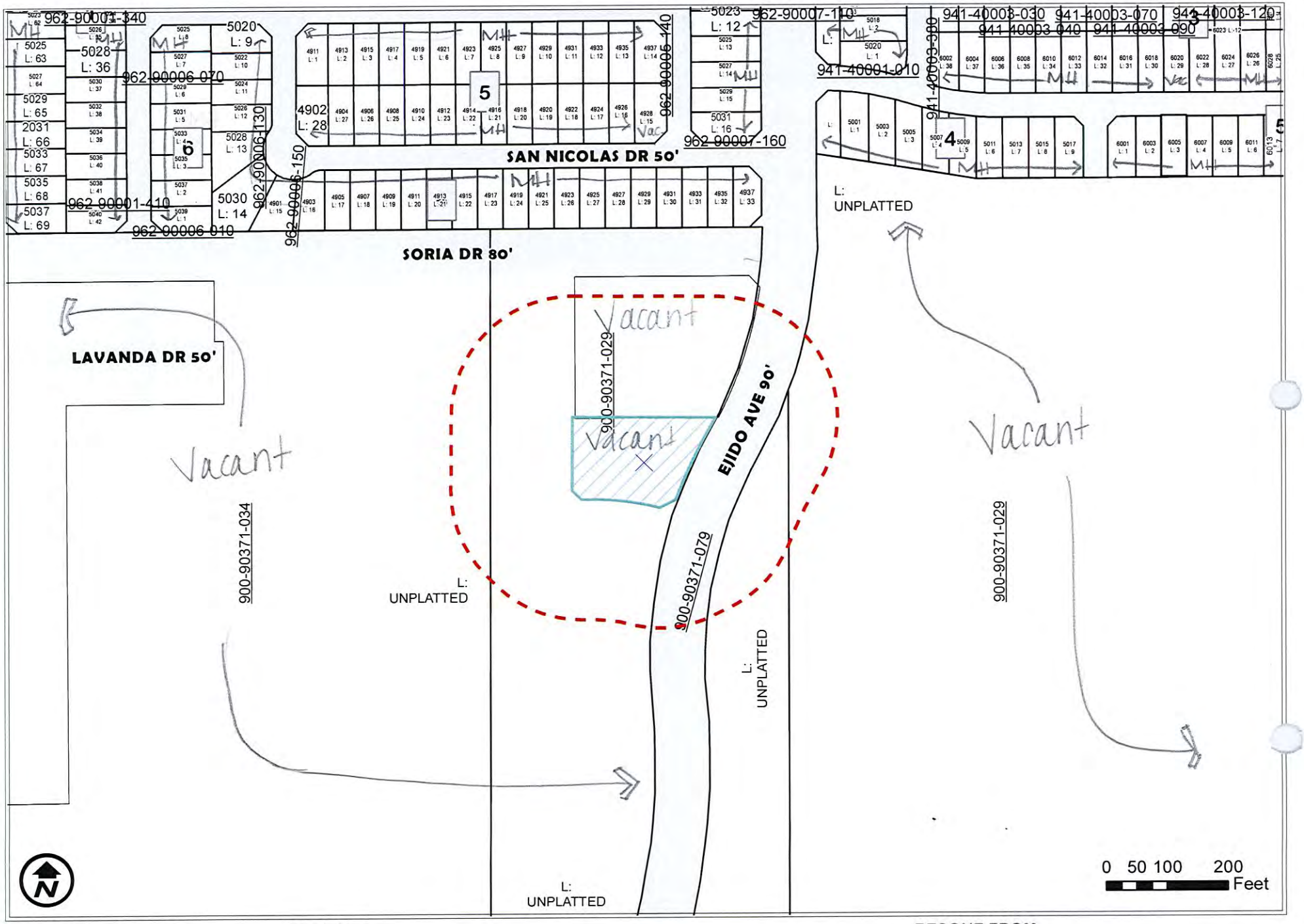
RESONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
-> B1 (LIMITED COMMERCIAL DISTRICT)



FUTURE LANDUSE MAP
1 inch = 200 feet
Date: 8/8/2016

ZC-70-2016
COUNCIL DISTRICT 1
WEST OF EJIDO, SOUTH OF SORIA

RESONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
-> B1 (LIMITED COMMERCIAL DISTRICT)



200' NOTIFICATION
1 inch = 200 feet
Date: 8/8/2016

ZC-70-2016
COUNCIL DISTRICT 1
WEST OF EJIDO, SOUTH OF SORIA

RESONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
-> B1 (LIMITED COMMERCIAL DISTRICT)

ZC-70 -2016

R-3 to B-1

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

City Council-Regular

Meeting Date: 09/19/2016

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Vimosa II, a Texas General Partnership/Owner; Porras Nance Engineering/Applicant/Representative

Staff Source: Nathan R. Bratton

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 19.41 acres, as further described by metes and bounds in attached Exhibit "A", located at south of Soria Drive and West of Ejido Avenue, from R-3 (Mixed Residential District) to R-1MH (Single Family Manufactured Housing District); providing for publication and effective date.

Staff supports the application and Planning & Zoning Commission recommends approval of the zone change.
ZC-71-2016

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 a single family subdivision, east, south and west of the property is vacant land.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Soria Drive as Major
Collector-Planned and Ejido Avenue as a Minor Arterial.

Letters sent to surrounding property owners: 26
In Favor: 0
Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 6 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change.

STAFF COMMENTS

Staff support the proposed zone change for the following reasons:

1. The proposed zone change is appropriate at this location.
2. The property complies with the R-1MH zoning requirements.
3. The property abuts a R-1MH zoning District to the North.

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. The property abuts a R-1MH zoning district to the north.

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?
Yes. The existing R-3 (Single Family Reduce Area District) does allow for residential uses, but not for Manufactured housing.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance 2016-O-

Exhibit A

Color Maps

Color Picture

ORDINANCE NO. 2016-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATYELY 19.41 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN EXHIBIT A, LOCATED AT S OF SORIA DR. AND W OF EJIDO AVE., FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO R-1MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

.

WHEREAS, a zone change has been requested by the owner of 19.41 acres as further described by Metes and Bounds in Exhibit A, located at S of Soria Dr. and W of Ejido Ave., from R-3 (Mixed Residential District) to R-1MH (Single Family Manufactured Housing District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 18, 2016; 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 September 19, 2016, 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, 19.41 acres as further described by Metes and Bounds in Exhibit A, located at S of Soria Dr. and W of Ejido Ave., from R-3 (Mixed Residential District) to R-1MH (Single Family Manufactured Housing District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

19.4100 ACRE TRACT
being out and part of
Porcion 37 ~ Abstract 410 ~ Jose Bartolo Chapa, Original Grantee
Within the limits of the
City of Laredo, Webb County, Texas

Being a tract of land found to contain 19.4100 Acres, more or less, situated in Porcion 37, Abstract 410, Jose Bartolo Chapa, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 19.4100 Acre tract being out and part of the 100.00 Acre Tract (Tract 4) acquired by VIMOSA II, as therein recorded in Volume 1073, Pages 553-555 of the Webb County Deed Records, also being out and part of the 100.00 Acre Tract (Tract 3) acquired by Vimosa II, as therein recorded in Volume 1019, Pages 702-704 of the Webb County deed Records and out and part of the 7.8995 Acre Tract, acquired by Vimosa II, as therein recorded in Volume 1482, Pages 126-127 of the Webb County deed Records, and more particularly described by metes and bounds as follows, to-wit;

BEGINNING at a found ½" iron rod for the Most Southerly Southeast corner of Eleden Subdivision, Unit XIV, as Recorded in Volume 34, Pages 21-22 of the Webb County Plat Records, same being the Southwest corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE along the Westerly boundary line of the herein described tract, being a common boundary line with said Eleden Subdivision, Unit XIV, as follows:

North 00°15'22" West, 658.00 Feet, to a found ½" iron rod for an exterior deflection corner to the right of this tract;

North 89°44'38" East, 260.00 Feet, to a found ½" iron rod for an interior deflection corner to the left of this tract;

North 00°15'22" West, 103.61 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

South 89°44'38" West, 15.00 Feet, to a found ½" iron rod for an exterior deflection corner to the right of this tract;

North 00°15'22" West, 100.71 Feet, to a found ½" iron rod for a point on the South right-of-way line of Soria Dr. and the Northwest corner of the herein described tract;

THENCE North 89°48'34" East, 593.15 feet, along said South right-of-way line of Soria Dr., being the Northerly boundary line of the herein described tract, to a set ½" iron rod for the Northeast corner of this tract;.

THENCE along the Easterly boundary line of the herein described tract, as follows:

Exhibit A

South 00°15'22" East, 355.04 feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

South 45°15'22" East, 21.21 feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

North 89°44'38" East, 22.55 feet, to a set ½" iron rod for a point of curvature to the right;

A curvilinear distance of 107.91 feet, with said curve having the following characteristics: Central Angle=14°32'51", R=425.00 feet, CL=107.91 feet, TAN=54.25 feet, CHD=107.62 feet, CHD. Bearing = S 82°58'56" E, to a set ½" iron rod for an interior deflection corner to the left of this tract;

North 62°31'04" East, 29.20 feet, to a set ½" iron rod for a point on the Westerly right-of-way line of Ejido Ave. and a point on a curve to the left of this tract;

A curvilinear distance of 342.26 feet, with said curve having the following characteristics: Central Angle=25°14'19", R=776.98 feet, CL=342.26 feet, TAN=173.95 feet, CHD=339.50 feet, CHD. Bearing = S 07°31'51" W, to a set ½" iron rod for a point of reverse curve to the right;

A curvilinear distance of 411.56 feet, with said curve having the following characteristics: Central Angle=22°08'32", R=1,064.97 feet, CL=411.56 feet, TAN=208.38 feet, CHD=409.00 feet, CHD. Bearing = S 05°58'57" W, to a set ½" iron rod for the Southeast corner of this tract;

THENCE along the Southerly boundary line of the herein described tract, as follows:

South 89°06'26" West, 298.19 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

South 89°48'51" West, 99.81 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

North 00°15'22" West, 241.40 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

South 89°44'38" West, 150.00 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

North 00°15'22" West, 13.39 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

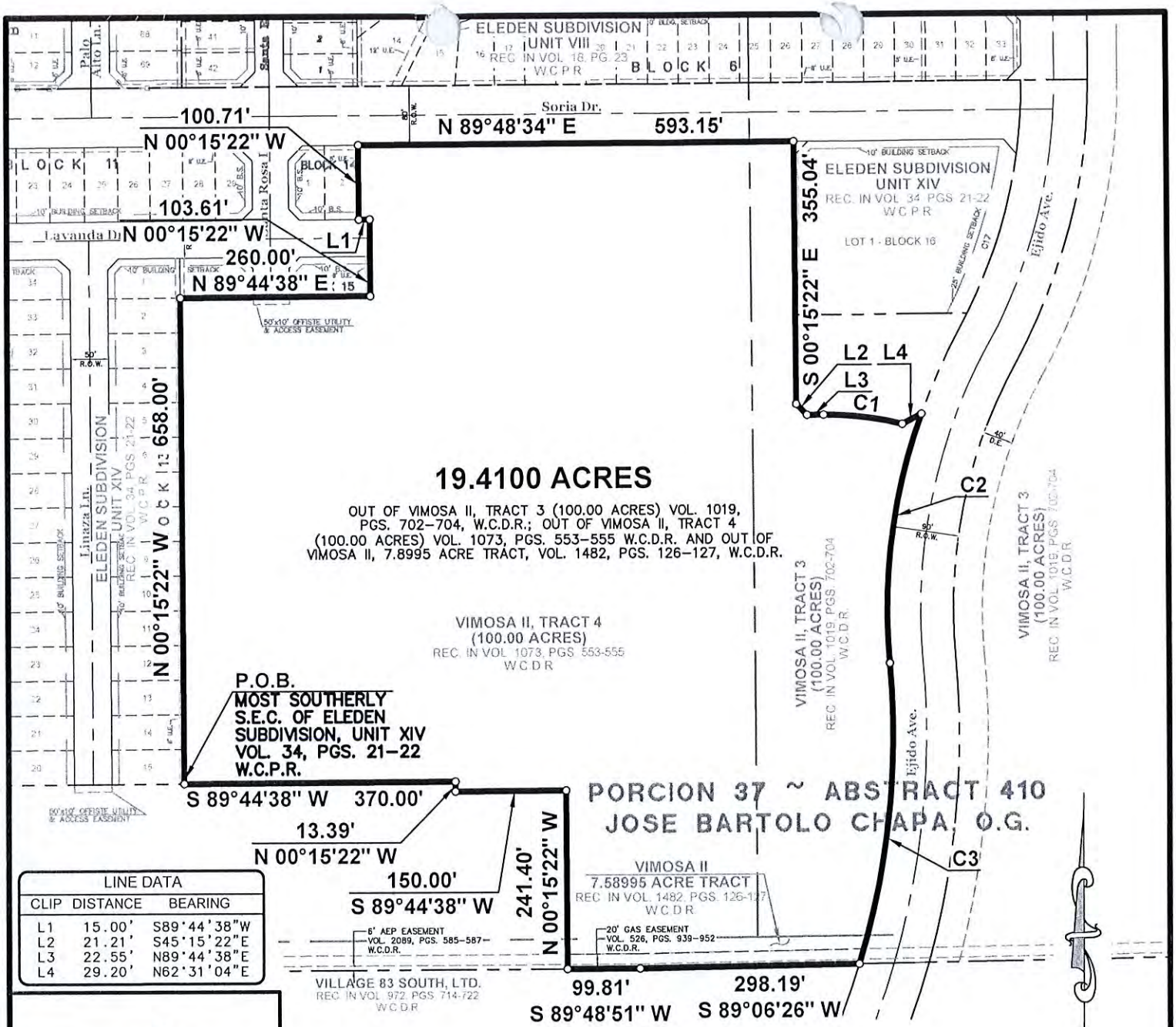
South 89°44'38" West, 370.00 Feet, to the Southeast corner of said Eleden Subdivision, Unit XIV, the Southwest corner of this tract and the **POINT OF BEGINNING.**

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.

Witness my Hand and Seal

Wayne Nance, R.P.L.S



LINE DATA		
CLIP	DISTANCE	BEARING
L1	15.00'	S89°44'38"W
L2	21.21'	S45°15'22"E
L3	22.55'	N89°44'38"E
L4	29.20'	N62°31'04"E

CURVE DATA						
CURVE	DELTA ANGLE	RADIUS	ARC	TANG	CHORD	CHORD BEARING
C1	14°32'51"	425.00'	107.91'	54.25'	107.62'	S 82°58'56" E
C2	25°14'19"	776.98'	342.26'	173.95'	339.50'	S 07°31'51" W
C3	22°08'32"	1064.97'	411.56'	208.38'	409.00'	S 05°58'57" W

STATE OF TEXAS
REGISTERED
WAYNE NANCE
6235
PROFESSIONAL
LAND SURVEYOR

SCALE: 1"=200'
DATE: 07-18-16
GRAPHIC SCALE IN FEET
0 100 200

NOTES:
1.-THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
2.-THIS PROPERTY IS LOCATED IN ZONE "X" AREA WHICH IS NOT WITHIN THE 100-YR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS NO. 48479C1380C & NO. 48479C1390C, DATED: APRIL 2, 2008.
3.-BASIS OF BEARINGS AND DISTANCES: GPS NAD 83 (2011 ADJ.), TEXAS STATE PLANE, 4205 SOUTH ZONE.

SURVEYOR'S CERTIFICATION

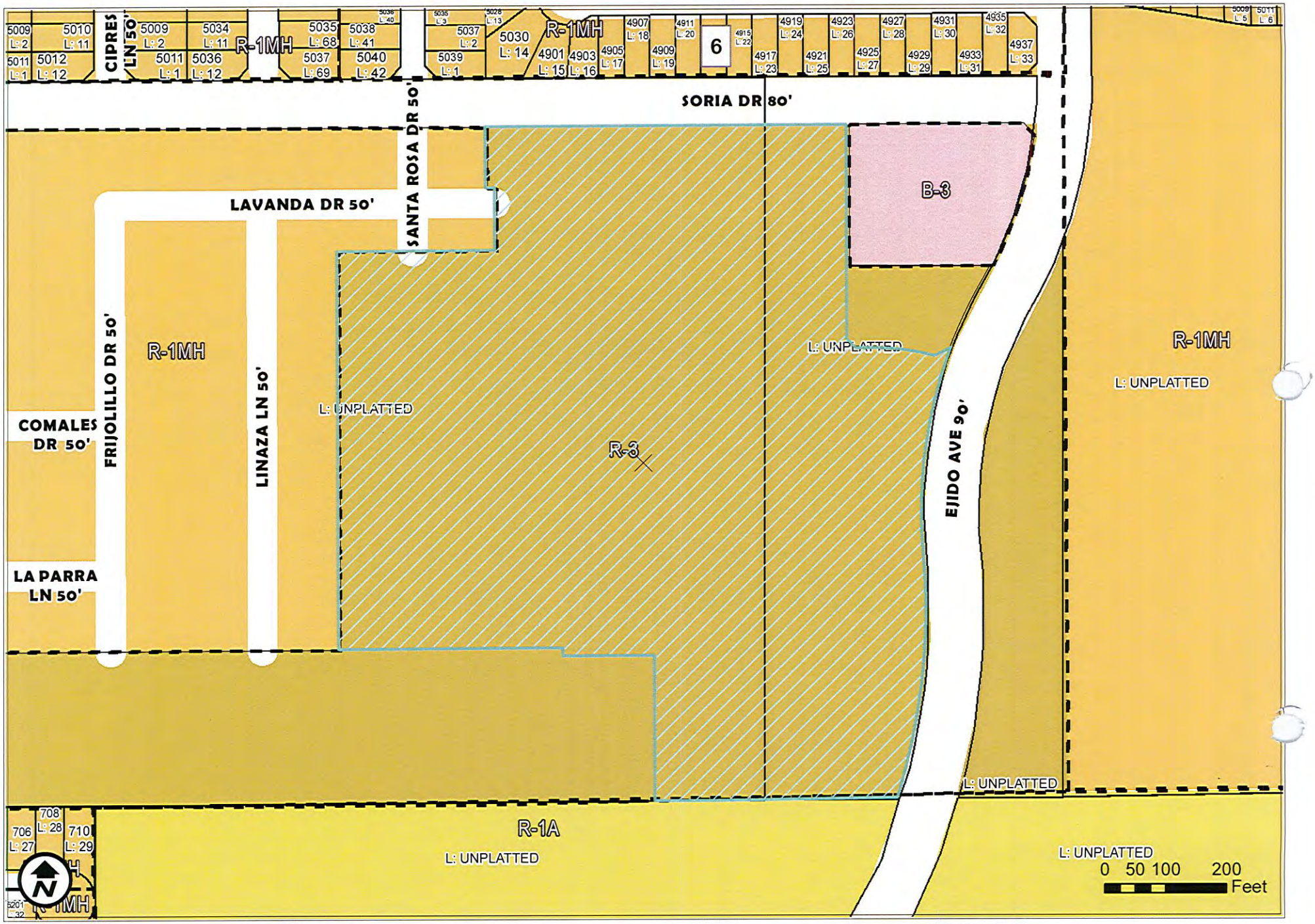
I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 19TH DAY OF JULY, 2016.

WAYNE NANCE, R.P.L.S.
TEXAS REG. NO. 6235

BOUNDARY SURVEY OF A 19.4100 ACRE TRACT

OUT OF VIMOSA II, TRACT 3 (100.00 ACRES) VOL. 1019, PGS. 702-704, W.C.D.R.; OUT OF VIMOSA II, TRACT 4 (100.00 ACRES) VOL. 1073, PGS. 553-555 W.C.D.R. AND OUT OF VIMOSA II, 7.8995 ACRE TRACT, VOL. 1482, PGS. 126-127, W.C.D.R
CITY OF LAREDO - WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
304 E. CALTON RD.
LAREDO, TEXAS 78041
TBPE F-6205
TBPLS F-101888
OFFICE (956) 724-3097
www.porrasnance.com

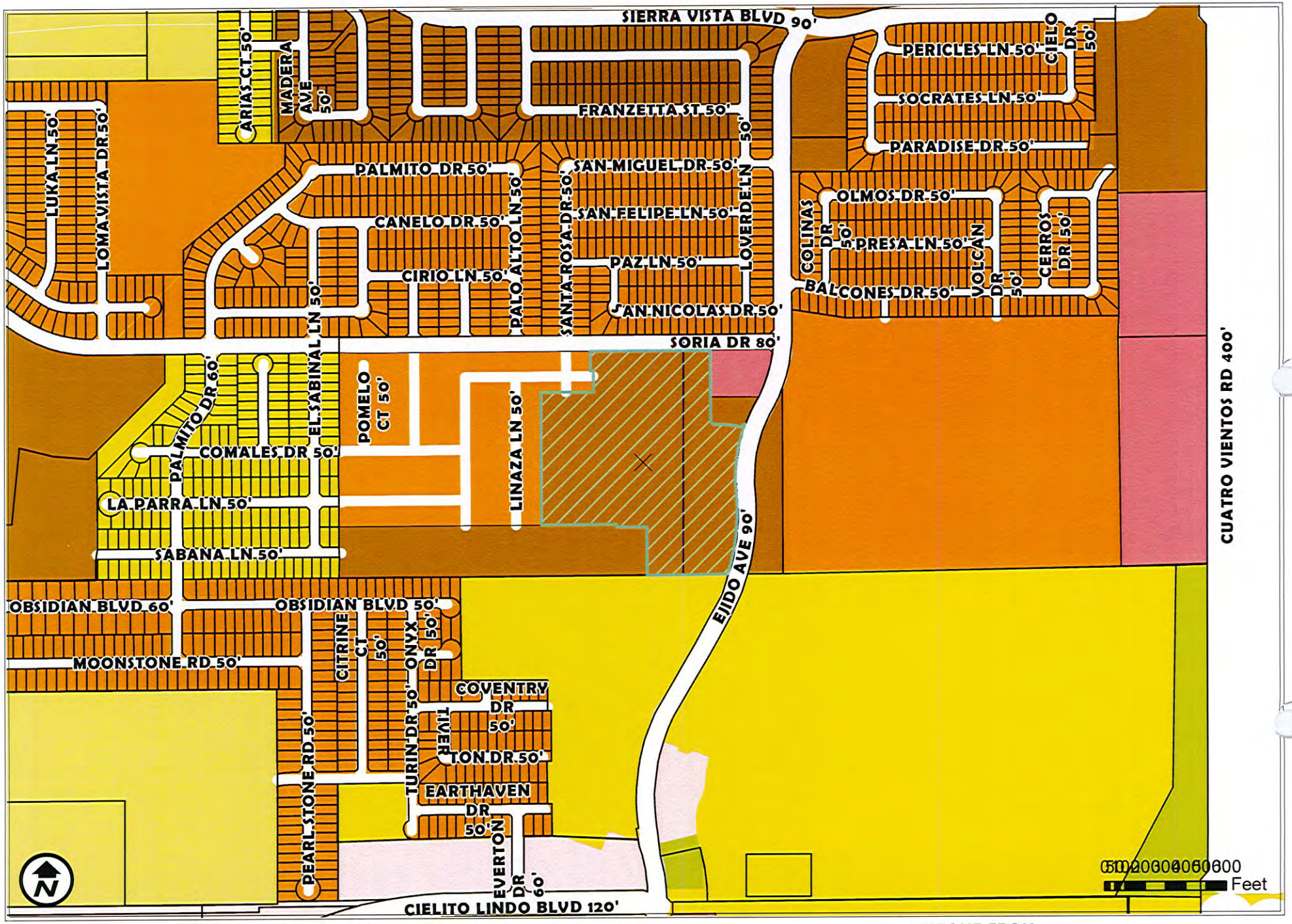


ZONING MAP
1 inch = 200 feet
Date: 8/8/2016

ZC-71-2016
COUNCIL DISTRICT 1
WEST OF EJIDO, SOUTH OF SORIA

REZONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
-> R1MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT)

S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.



ZONING OVERVIEW
1 inch = 600 feet
Date: 8/8/2016

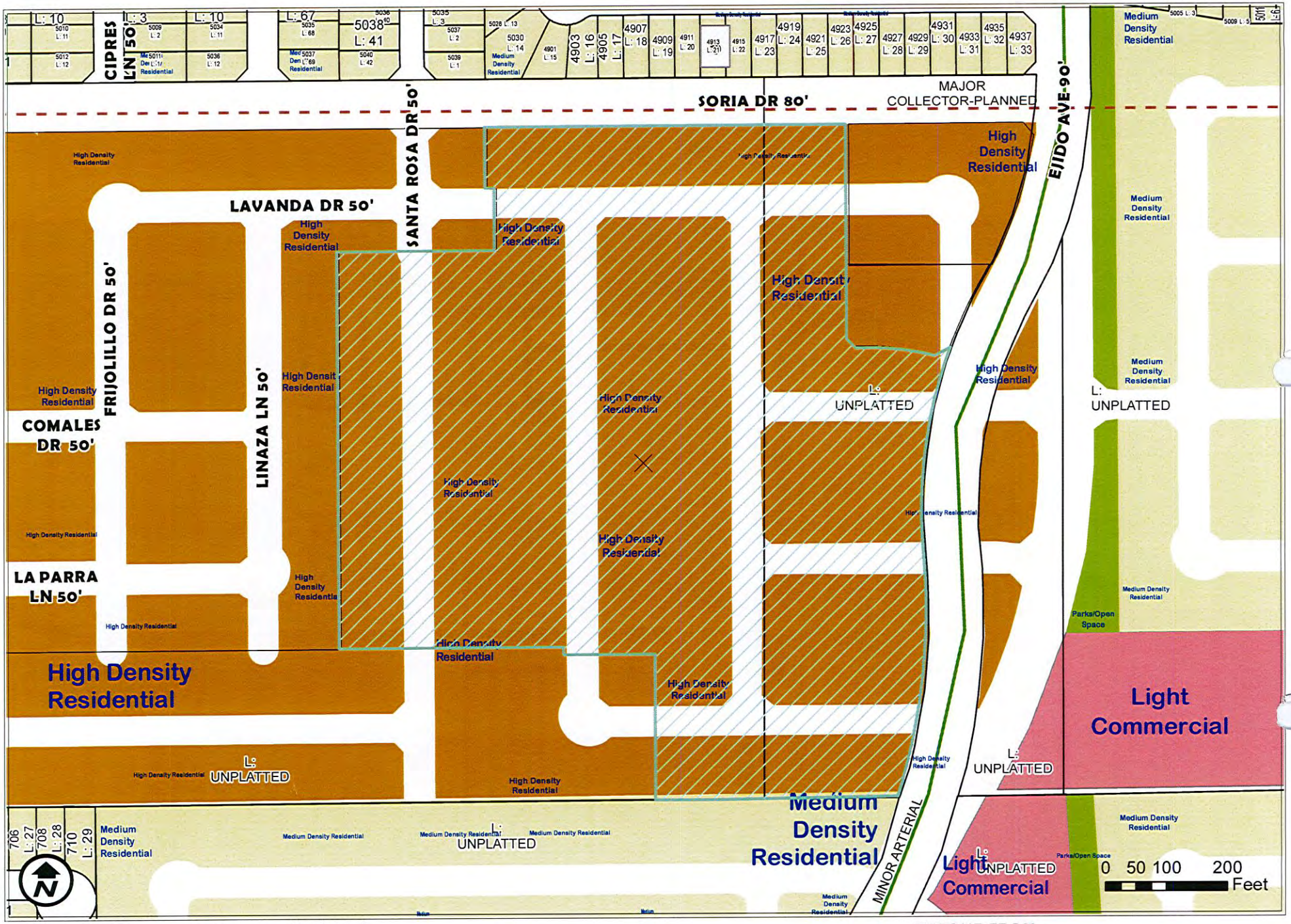
ZC-71-2016
COUNCIL DISTRICT 1
WEST OF EJIDO, SOUTH OF SORIA

REZONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
-> R1MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT)

AERIAL MAP
1 inch = 200 feet
Date: 8/8/2016

ZC-71-2016
COUNCIL DISTRICT 1
WEST OF EJIDO, SOUTH OF SORIA

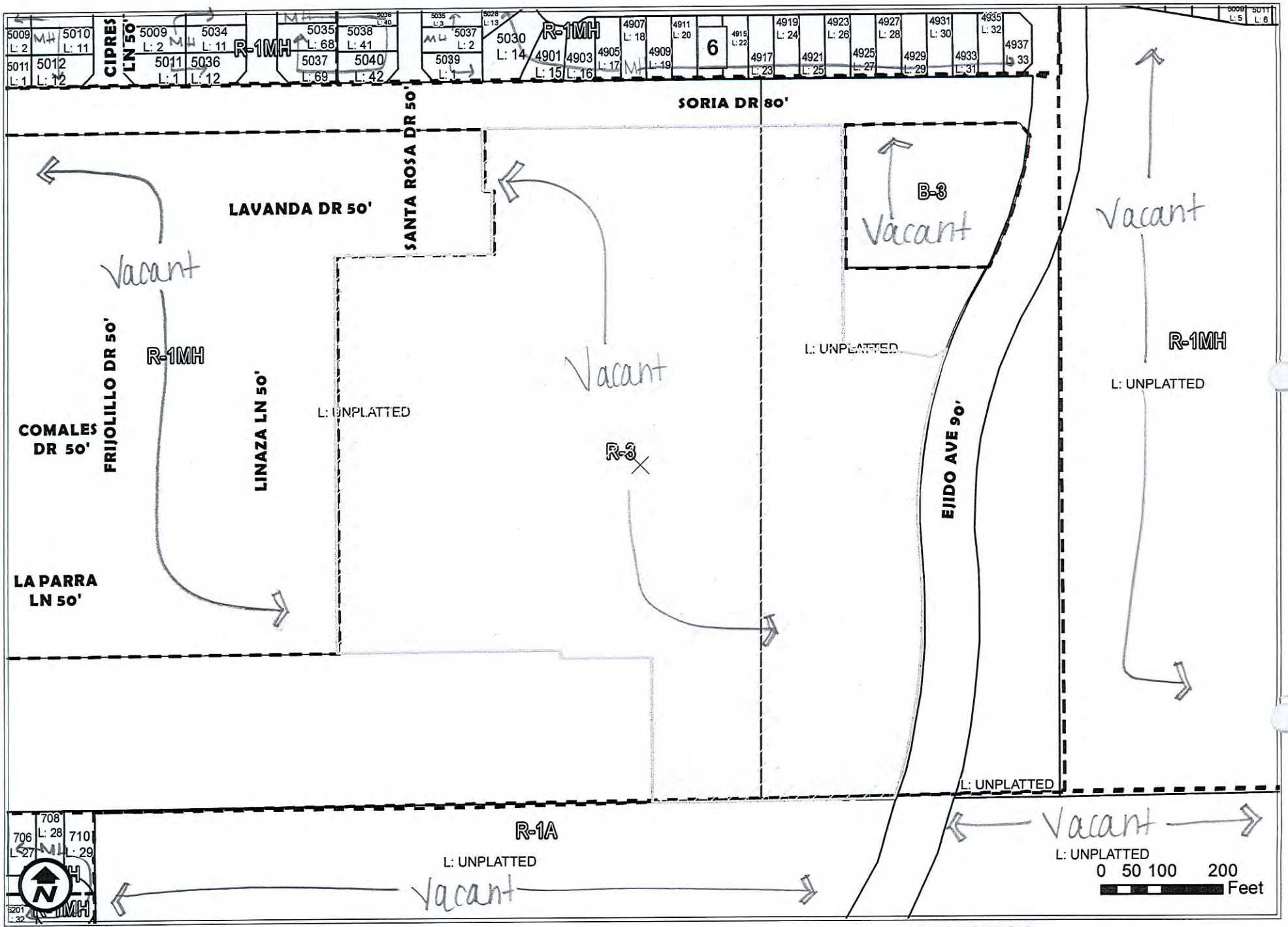
REZONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
-> R1MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT)



FUTURE LANDUSE MAP
1 inch = 200 feet
Date: 8/8/2016

ZC-71-2016
COUNCIL DISTRICT 1
WEST OF EJIDO, SOUTH OF SORIA

REZONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
-> R1MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT)



ZONING MAP
1 inch = 200 feet
Date: 8/8/2016

ZC-71-2016
COUNCIL DISTRICT 1
WEST OF EJIDO, SOUTH OF SORIA

REZONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
-> R1MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT)

S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.

ZC-71-2016

R-3 to R-1MH

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

City Council-Regular

Meeting Date: 09/19/2016

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Daniel D Wyers/Owner; ALS Laredo Holdings, LLC/Applicant; Sherfey Engineering Co./Representative

Staff Source: Nathan R. Bratton

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 8.0 acres, as further described by metes and bounds in attached Exhibit "A", located south of Wormser Road, and east of La Terraza, from R-1A (Single Family Reduced Area District) to R-1B (Single Family High Density District); providing for publication and effective date.

Staff supports the application and the Planning and Zoning Commission recommends approval of the zone change.
ZC-69-2016

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 and east of the property is vacant land, NE of the property is Cuatro Vientos Phase IV Subdivision. South of the property is vacant land and west of the property is La Terraza at Lomas del Sur Subdivision.

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

Transportation Plan: The Long Range Thoroughfare Plan does not identify Wormser Road or Guaymas Avenue.

Letters sent to surrounding property owners: 7
In Favor: 0
Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 6 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change.

STAFF COMMENTS

The proposed zone change is appropriate at this location for the following reasons:

1. The property complies with the R-1B zoning requirements
2. Although, the proposed R-1B District is not in conformance with the Comprehensive Plan's designation of this area as Medium Density Residential, The proposed zoning is compatible with residential uses allowed in the area.

IMPACT ANALYSIS

R-1B (Single Family High Density District): The purpose of the R-1B District (Single Family High Density 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 3,000 square feet.

Is this change contrary to the established land use pattern?
No. The existing use along this area are single family residential.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes. The property abuts a R-1A zoning district to the south and R-2 zoning district to the west.

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.

Fiscal Impact

Fiscal Year:

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

FINANCIAL IMPACT:

N/A

Attachments

Ordinance 2016-O-
Exhibit A
Color Maps
Color Picture

ORDINANCE NO. 2016-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATYELY 8.0 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN EXHIBIT A, LOCATED AT S OF WORMSER RD. AND E OF LA TERRAZA, FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

.

WHEREAS, a zone change has been requested by the owner of 8.0 acres as further described by Metes and Bounds in Exhibit A, located at S of Wormser Rd. and E of La Terraza, from R-1A (Single Family Reduced Area District) to R-1B (Single Family High Density 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 August 18, 2016; 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 September 19, 2016, 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, 8.0 acres as further described by Metes and Bounds in Exhibit A, located at S of Wormser Rd. and E of La Terraza, from R-1A (Single Family Reduced Area District) to R-1B (Single Family High Density 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 _____, 2016.

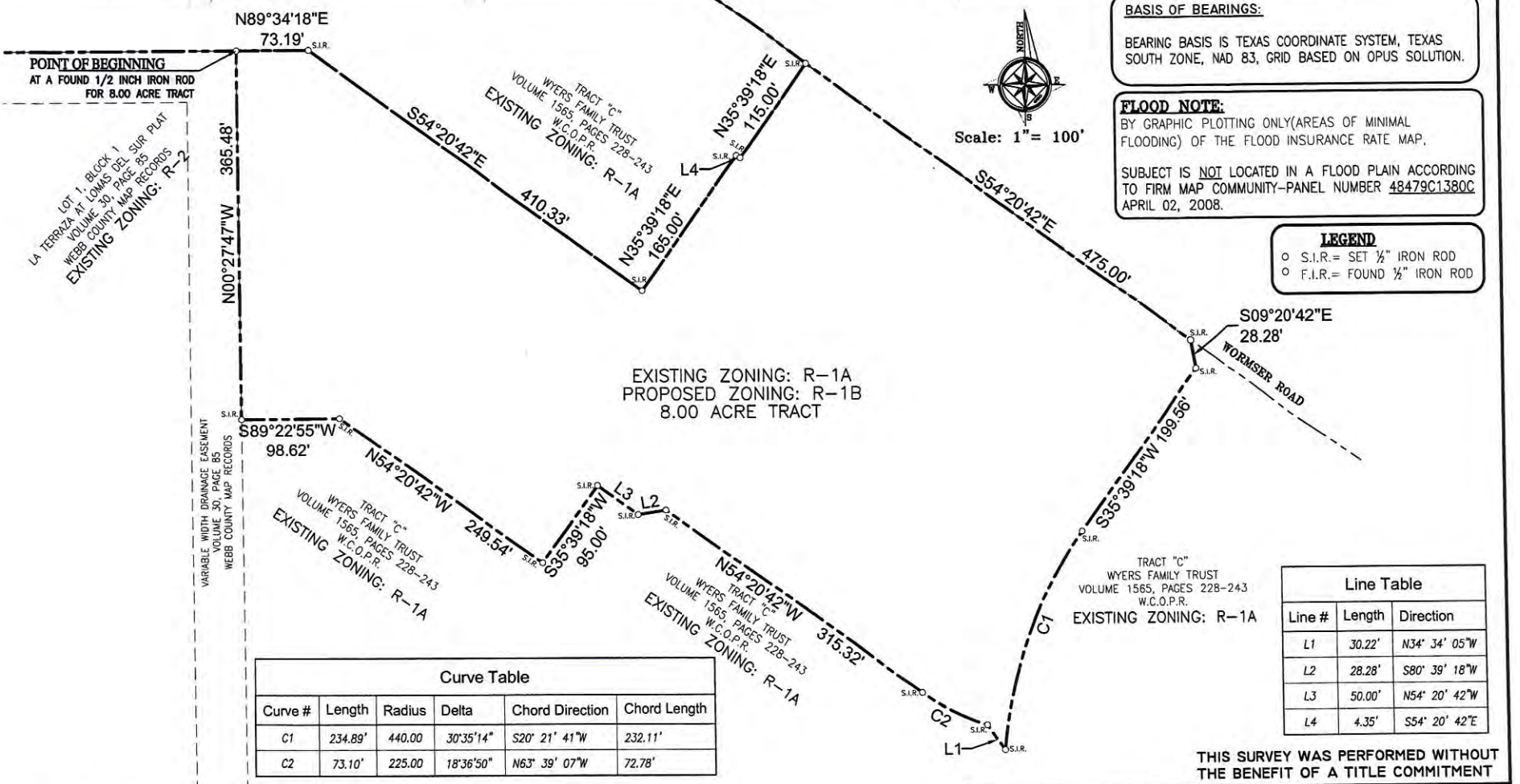
_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY



BASIS OF BEARINGS:

BEARING BASIS IS TEXAS COORDINATE SYSTEM, TEXAS SOUTH ZONE, NAD 83, GRID BASED ON OPUS SOLUTION.

FLOOD NOTE:

BY GRAPHIC PLOTTING ONLY(AREAS OF MINIMAL FLOODING) OF THE FLOOD INSURANCE RATE MAP,

SUBJECT IS NOT LOCATED IN A FLOOD PLAIN ACCORDING TO FIRM MAP COMMUNITY-PANEL NUMBER 48479C1380C APRIL 02, 2008.

LEGEND

- S.I.R.= SET ½" IRON ROD
- F.I.R.= FOUND ½" IRON ROD

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	234.89'	440.00	30°35'14"	S20° 21' 41"W	232.11'
C2	73.10'	225.00	18°36'50"	N63° 39' 07"W	72.78'

Line Table		
Line #	Length	Direction
L1	30.22'	N34° 34' 05"W
L2	28.28'	S80° 39' 18"W
L3	50.00'	N54° 20' 42"W
L4	4.35'	S54° 20' 42"E

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY IS TRUE 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 UNDER MY SUPERVISION.

STATE OF TEXAS
REGISTERED
FRANCISCO ESTRADA IV
5862
PROFESSIONAL
LAND SURVEYOR

FRANCISCO ESTRADA, IV. TEXAS R.P.L.S. No. 5862

07-19-16
DATE

SURVEY OF

A TRACT OF LAND CONTAINING 8.00 ACRES OF LAND, MORE OR LESS, SITUATED IN PORCION 34, ABSTRACT 762, JOSE ANTONIO DIAZ ORIGINAL GRANTEE, PORCION 35, ABSTRACT 546, JOSEM DIAS ORIGINAL GRANTEE AND SURVEY 2386, ABSTRACT 3264, J. & H. WORMSER ORIGINAL GRANTEE SAME BEING OUT OF TRACT "C" AS RECORDED IN VOLUME 1565, PAGES 228-243, WEBB COUNTY OFFICIAL PUBLIC RECORDS.

Drawn By	: RXL
Checked By	: FE
Approved By	: FE
Date	: 07/19/2016
Revision	: 0
Project No.	: 8261.00

SHERFEY ENGINEERING COMPANY, L.L.C.
104 Del Court
Suite 400
Laredo, Texas 78041
(95
TBPE FIRM REGISTRATION No: F-3132

Exhibit A

File : X:\Open Projects\8261.00 ALS - Lomas Del Sur Unit XII (R1-B)\8.0 Cadd\8.7 Survey and MB\ZONE CHANGE.dwg

Sherfey Engineering Company, L.L.C.
TBPE FIRM REGISTRATION No. F-3132
104 Del Court Suite 400 Laredo, Texas 78041 PH: (956) 791-3511 FAX: (956) 791-3144

METES AND BOUNDS DESCRIPTION
8.00 ACRE TRACT
WEBB COUNTY, TEXAS

A tract of land containing 8.00 acres of land, more or less, situated in Porcion 34, Abstract 762, Jose Antonio Diaz original grantee, Porcion 35, Abstract 546, Josem Dias original grantee and Survey 2386, Abstract 3264, J. & H. Wormser original grantee same being out of Tract "C" as recorded in Volume 1565, Pages 228-243, Webb County Official Public Records and being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod on the northeast corner of a variable width drainage easement as recorded in the La Terraza at Lomas Del Sur Plat, Volume 30, Page 85, Webb County Map Records;

THENCE, N 89°34'18" E, a distance of 73.19 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 54°20'42" E, a distance 410.33 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 35°39'18" E, a distance of 165.00 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 54°20'42" E, a distance of 4.35 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 35°39'18" E, a distance of 115.00 feet to a set 1/2 inch iron rod, the northwest corner of the herein described tract;

THENCE, S 54°20'42" E, along the south right-of-way of Wormser Road a distance of 475.00 feet to a set 1/2 inch iron rod, the northeast corner of the herein described tract;

THENCE, S 09°20'42" E, leaving the south right-of-way of said Wormser Road a distance of 28.28 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 35°39'18" W, a distance of 199.56 feet to a set 1/2 inch iron rod, a point of curvature to the left;

THENCE, along said arc to left with a radius of 440.00 feet, a delta of 30°35'14", a chord and chord bearing of 232.11 feet and S 20°21'41" W a distance of 234.89 feet to a set 1/2 inch iron rod, the southeast corner of the herein described tract;

THENCE, N 34°34'05" W, a distance of 30.22 feet to a set 1/2 inch iron rod, a non-tangent point of curvature to the right;

THENCE, along said arc to the right with a radius of 225.00 feet, a delta of 18°36'50", a chord and chord bearing of 72.78 feet and N 63°39'07" W a distance of 73.10 feet to a set 1/2 inch iron rod, a tangent point;

THENCE, N 54°20'42" W, a distance of 315.32 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 80°39'18" W, a distance of 28.28 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 54°20'42" W, a distance of 50.00 to a set 1/2 inch iron rod, a deflection left;

THENCE, S 35°39'18" W, a distance of 95.00 feet to a set 1/2 inch iron rod, a deflection right;

Sherfey Engineering Company, L.L.C.
TBPE FIRM REGISTRATION No. F-3132
104 Del Court Suite 400 Laredo, Texas 78041 PH: (956) 791-3511 FAX: (956) 791-3144

THENCE, N 54°20'42" W, a distance of 249.54 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 89°22'55" W, a distance of 98.62 feet to a set 1/2 inch iron rod, the southwest corner of the herein described tract;

THENCE, N 00°27'47" W, along the east line of said variable width drainage easement a distance of 365.48 feet to return to and close at the **POINT OF BEGINNING**, containing 8.00 acres of land.

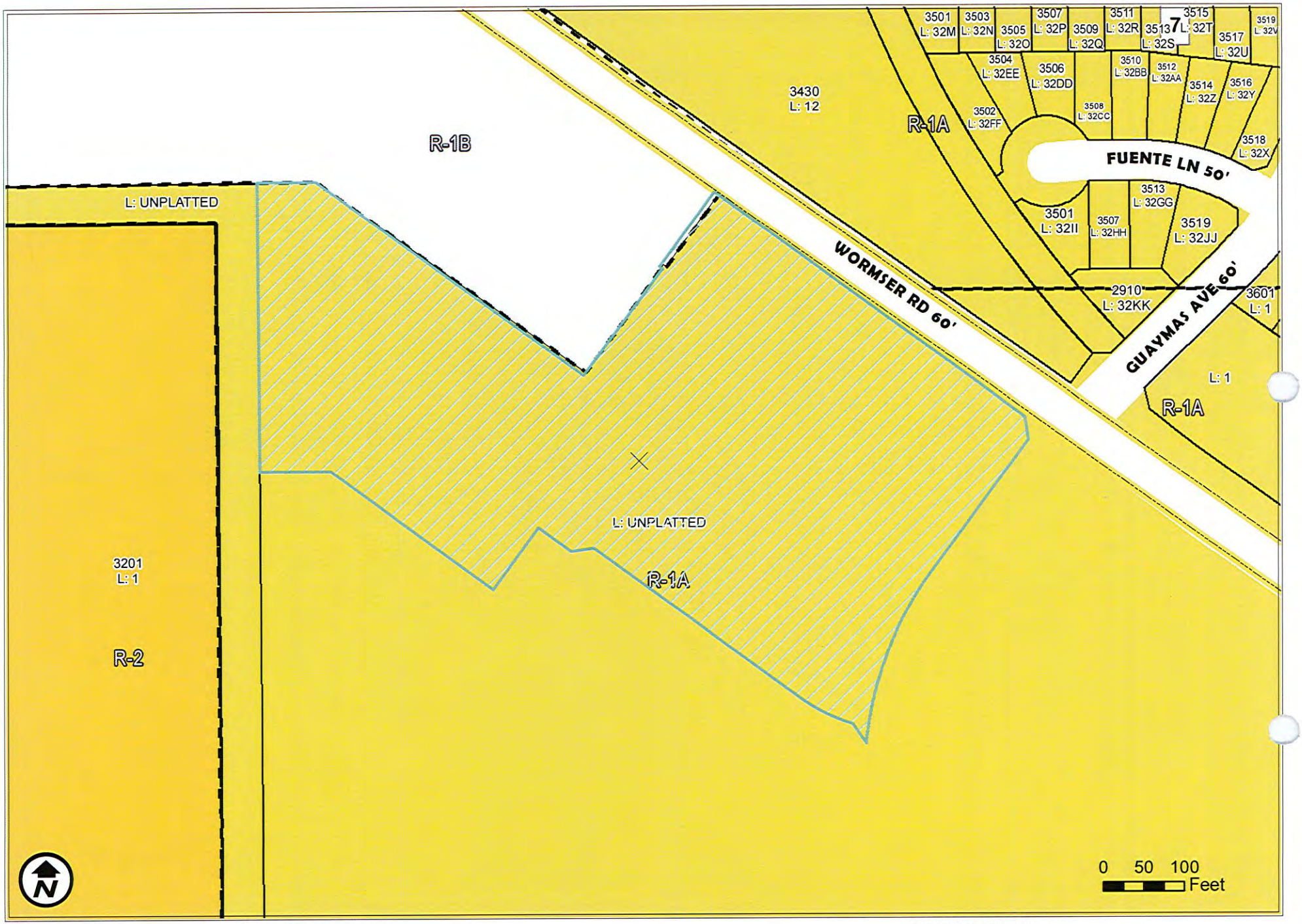
Basis of Bearing
For this legal description is the G.P.S. Texas Coordinate System, Texas South Zone (NAD 83)

State of Texas §
County of Webb §

I, Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Metes and Bounds Description" was prepared from available office records and on the ground survey of the property made under my supervision.

R.P.L.S. No. 5862-Texas

07-19-16
Current Date

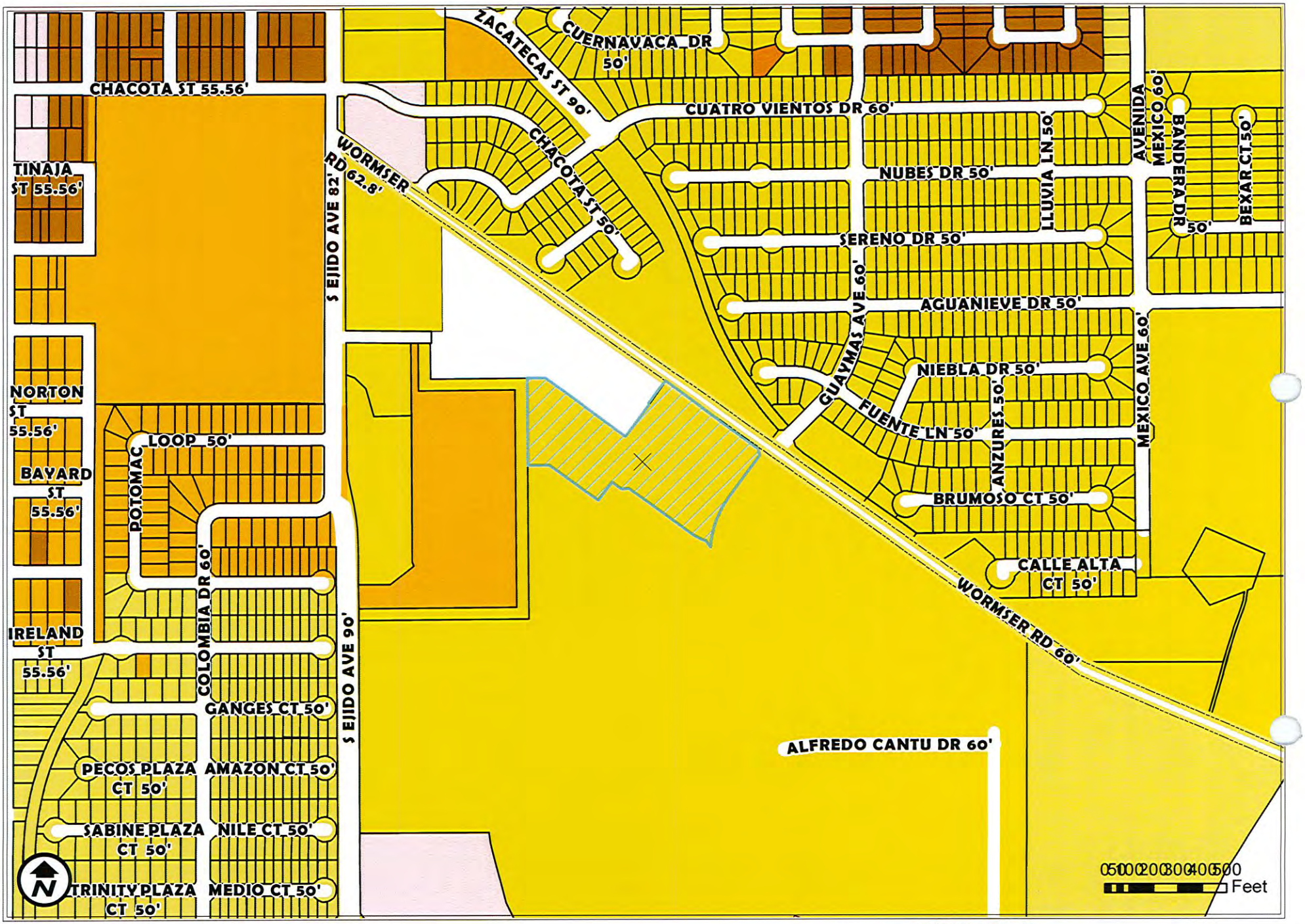


ZONING MAP
1 inch = 150 feet
Date: 8/8/2016

ZC-69-2016
COUNCIL DISTRICT 1
SOUTH OF WORMSER RD, EAST OF LA TERRAZA

REZONE FROM
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> R1-B (SINGLE FAMILY HIGH DENSITY DISTRICT)

S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.



ZONING OVERVIEW
1 inch = 500 feet
Date: 8/8/2016

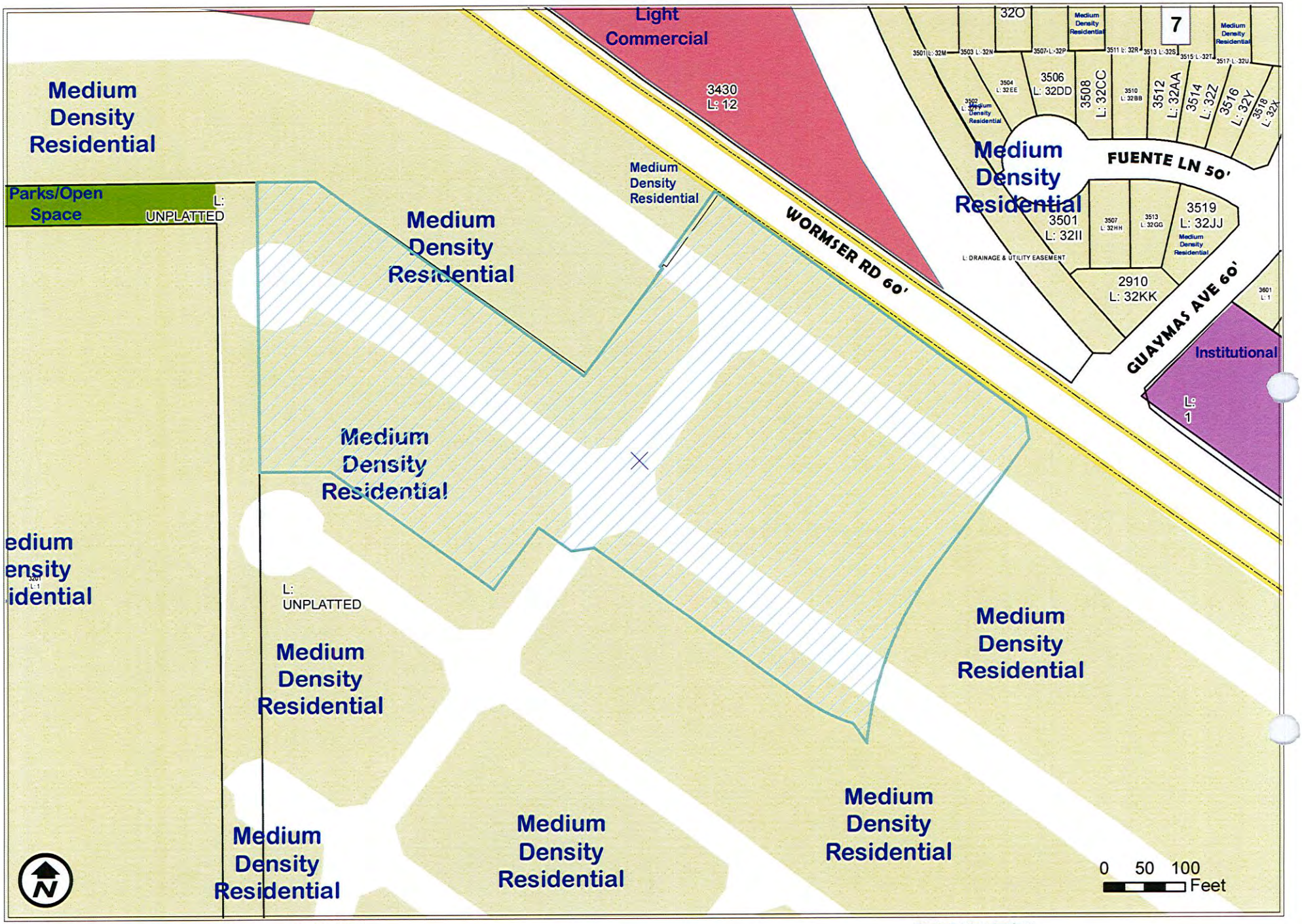
ZC-69-2016
COUNCIL DISTRICT 1
SOUTH OF WORMSER RD, EAST OF LA TERRAZA

REZONE FROM
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> R1-B (SINGLE FAMILY HIGH DENSITY DISTRICT)

AERIAL MAP
1 inch = 150 feet
Date: 8/8/2016

ZC-69-2016
COUNCIL DISTRICT 1
SOUTH OF WORMSER RD, EAST OF LA TERRAZA

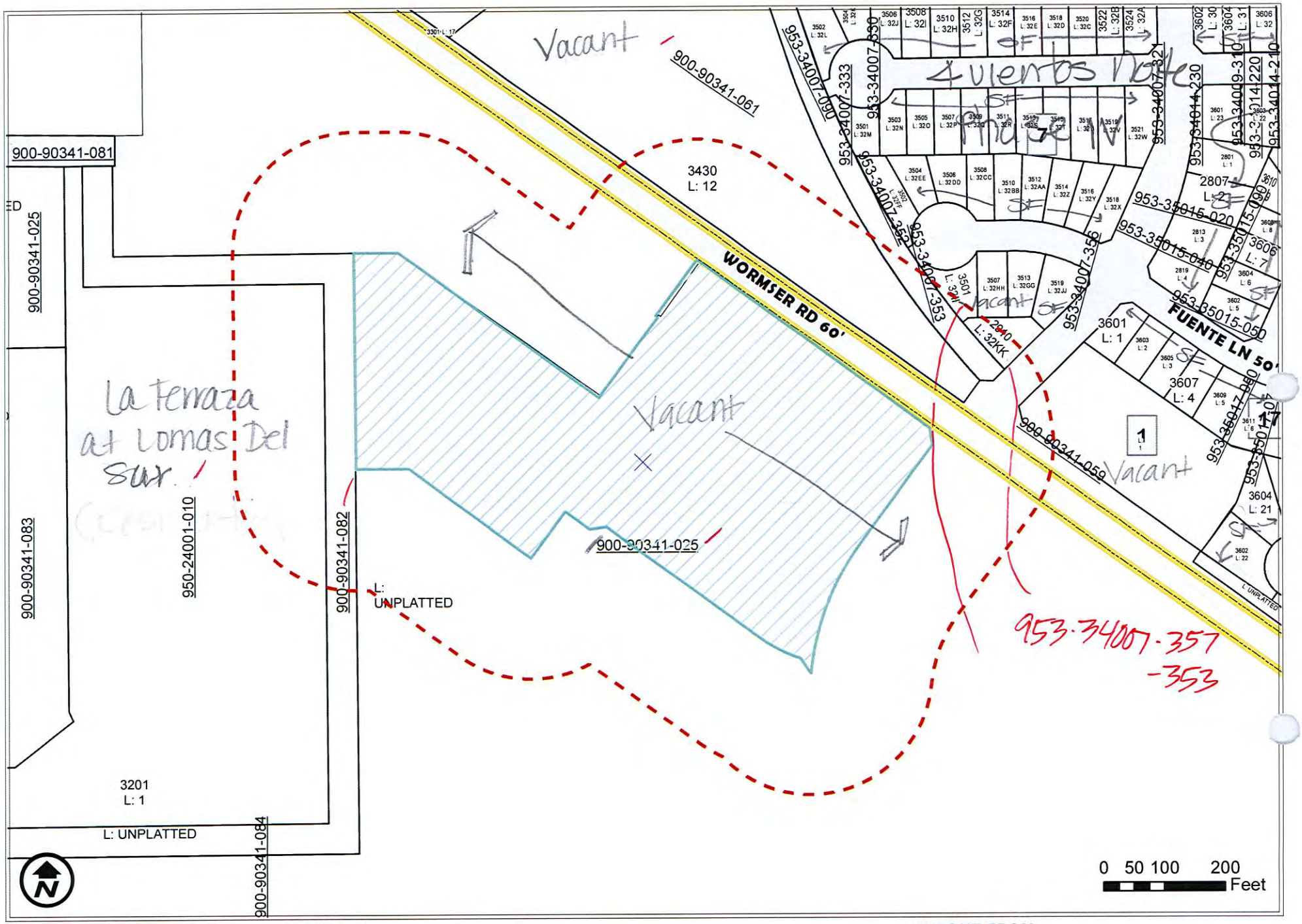
REZONE FROM
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> R1-B (SINGLE FAMILY HIGH DENSITY DISTRICT)



FUTURE LANDUSE MAP
1 inch = 150 feet
Date: 8/8/2016

ZC-69-2016
COUNCIL DISTRICT 1
SOUTH OF WORMSER RD, EAST OF LA TERRAZA

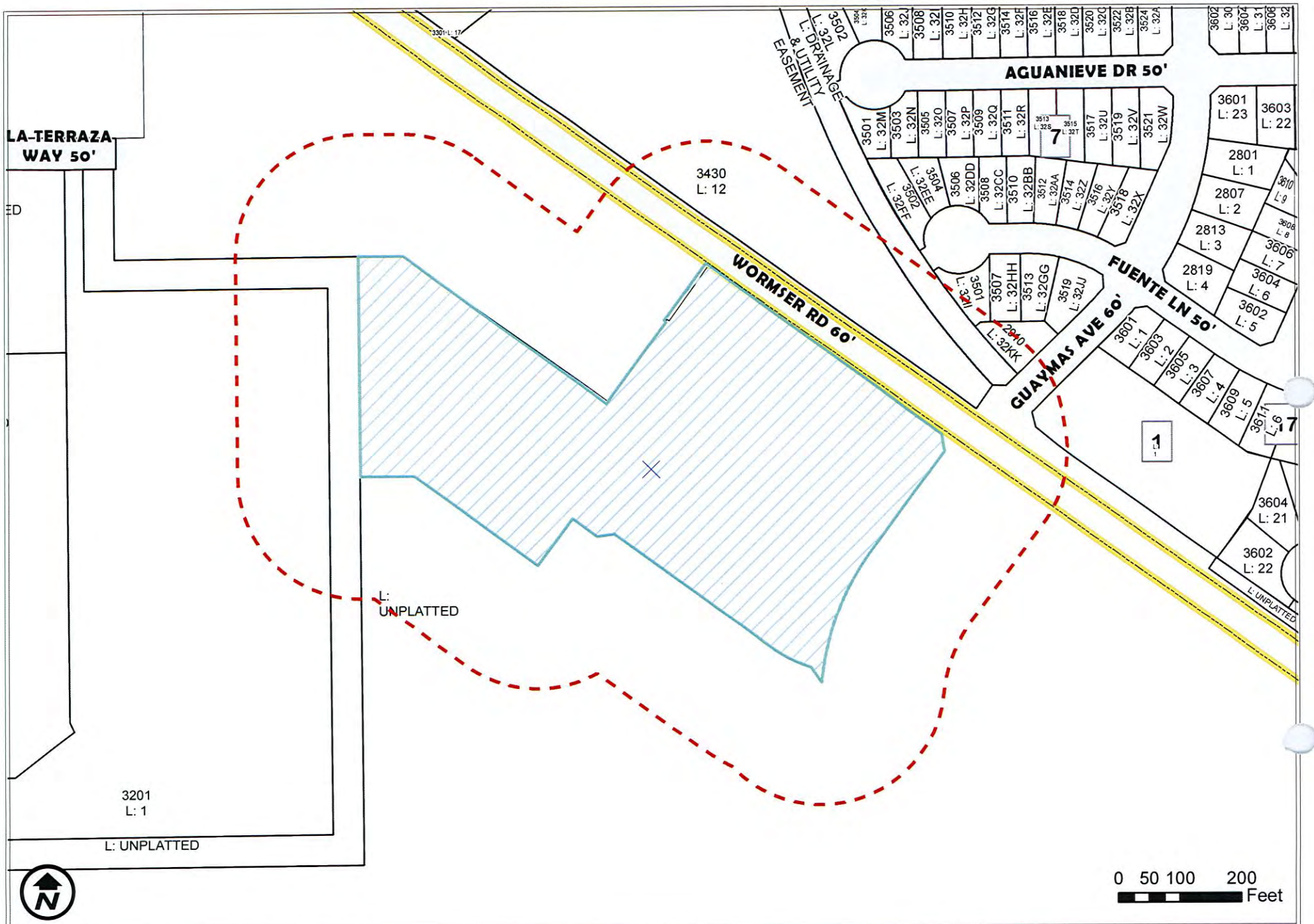
REZONE FROM
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> R1-B (SINGLE FAMILY HIGH DENSITY DISTRICT)



200' NOTIFICATION
1 inch = 200 feet
Date: 8/8/2016

ZC-69-2016
COUNCIL DISTRICT 1
SOUTH OF WORMSER RD, EAST OF LA TERRAZA

REZONE FROM
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> R1-B (SINGLE FAMILY HIGH DENSITY DISTRICT)



200' NOTIFICATION
1 inch = 200 feet
Date: 8/8/2016

ZC-69-2016
COUNCIL DISTRICT 1
SOUTH OF WORMSER RD, EAST OF LA TERRAZA

REZONE FROM
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> R1-B (SINGLE FAMILY HIGH DENSITY DISTRICT)

ZC-69-2016

R-1A to R-1B

Public Hearings (also Intro Ord) **7.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: JBS3 Properties, LLC

Staff Source: Nathan R. Bratton

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 5.30 acres, as further described by metes and bounds in attached Exhibit "A", located at SE corner of Mejia Road and Judith Gutierrez Parkway, from R-1A (Single Family Reduced Area District) to R-1MH (Single Family Manufactured Housing District); providing for publication and effective date.

Staff supports the application and Planning & Zoning Commission recommends approval of the zone change.
ZC-72-2016

District II

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: II – The Honorable Vidal Rodriguez

Proposed use: residential

Site: The site is currently raw undeveloped land.

Surrounding land uses: North of the property is a single family subdivision, east and west of the property is vacant land. South of the property is Webb County Self Center, Las Blancas Park and more vacant undeveloped land.

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

Transportation Plan: The Long Range Thoroughfare Plan does not identify Judith Gutierrez Parkway or Mejia Road.

Letters sent to surrounding property owners: 14

In Favor: 0
Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 6 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change.

STAFF COMMENTS

Staff support the proposed zone change for the following reasons:
1. The proposed zone change is appropriate at this location.
2. The property complies with the R-1MH zoning requirements.

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?
Yes. The property abuts a R-1A zoning district to the north and east and B-3 and B-4 to the south.

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?
Yes. The existing R-1A (Single Family Reduce Area District) does allow for residential uses, but not for Manufactured housing.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance 2016-O-

Exhibit A

Color Maps ZC-72-2016

Color Picture

ORDINANCE NO. 2016-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATYELY 5.30 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN EXHIBIT A, LOCATED AT SE CORNER OF MEJIA ROAD. AND JUDITH GUTIERREZ PARKWAY, 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 5.30 acres as further described by Metes and Bounds in Exhibit A, located at SE corner of Mejia Road, and Judith Gutierrez Parkway, 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 August 18, 2016; 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 September 19, 2016, 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, 5.30 acres as further described by Metes and Bounds in Exhibit A, located at SE

corner of Mejia Road, and Judith Gutierrez Parkway, 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 _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

"Exhibit A"

Blue Top Land Surveying
101 W. Hillside, Suite 10
Laredo, Texas 78041
956-724-8423 724-7208 fax
FIRM# 10071800

Field Notes
5.30 acre tract of land
conveyed by deed to Home Mart, Inc.,
and Royal Land, L.c. an undivided interest
recorded in Volume 178, Pages 851-853,
Official Public Records, Webb County, Texas

Being a 5.30 acre tract of land conveyed by deed to Home Mart, Inc, and Royal Land, L.C., an undivided interest recorded in Volume 178, Pages 851-853, Official Public Records, Webb County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod found at the northwest corner of Lot 1, Block 1, Webb County Self Help Center, recorded in Volume 24, Page 49, Map Records, Webb County, Texas, for the southwest corner hereof;

Thence, along the east right-of-way line of Judith Gutierrez Parkway, ***North 03 degrees 53 minutes 21 seconds East, 303.12 feet,*** to a ½" iron rod found, for the most westerly northwest clip corner hereof;

Thence, ***North 48 degrees 53 minutes 21 seconds East, 28.28 feet,*** to a ½" iron rod set, for the most northerly northwest clip corner hereof;

Thence, along the south right-of-way line of Mejia Road, ***South 86 degrees 06 minutes 39 seconds East, 767.42 feet,*** to a ½" iron rod set, for the northeast corner hereof;

Thence, ***South 03 degrees 53 minutes 21 seconds West, 264.01 feet,*** to a ½" iron rod set on the northerly boundary line of Park Reserve, recorded in Volume 1496, Pages 847-852, Official Public Records, Webb County Texas, for the southeast corner hereof;

Thence, along the north boundary line of said Park Reserve tract and said Webb County Self Help Center tract, ***South 89 degrees 35 minutes 48 seconds West, 789.63 feet,*** to the **Point of Beginning** and containing **5.30 acres** of land, more or less.
hereof;

Basis of Bearings: State Plane Coordinates, Texas South Zone, NAD 1983

State of Texas:
County of Webb:

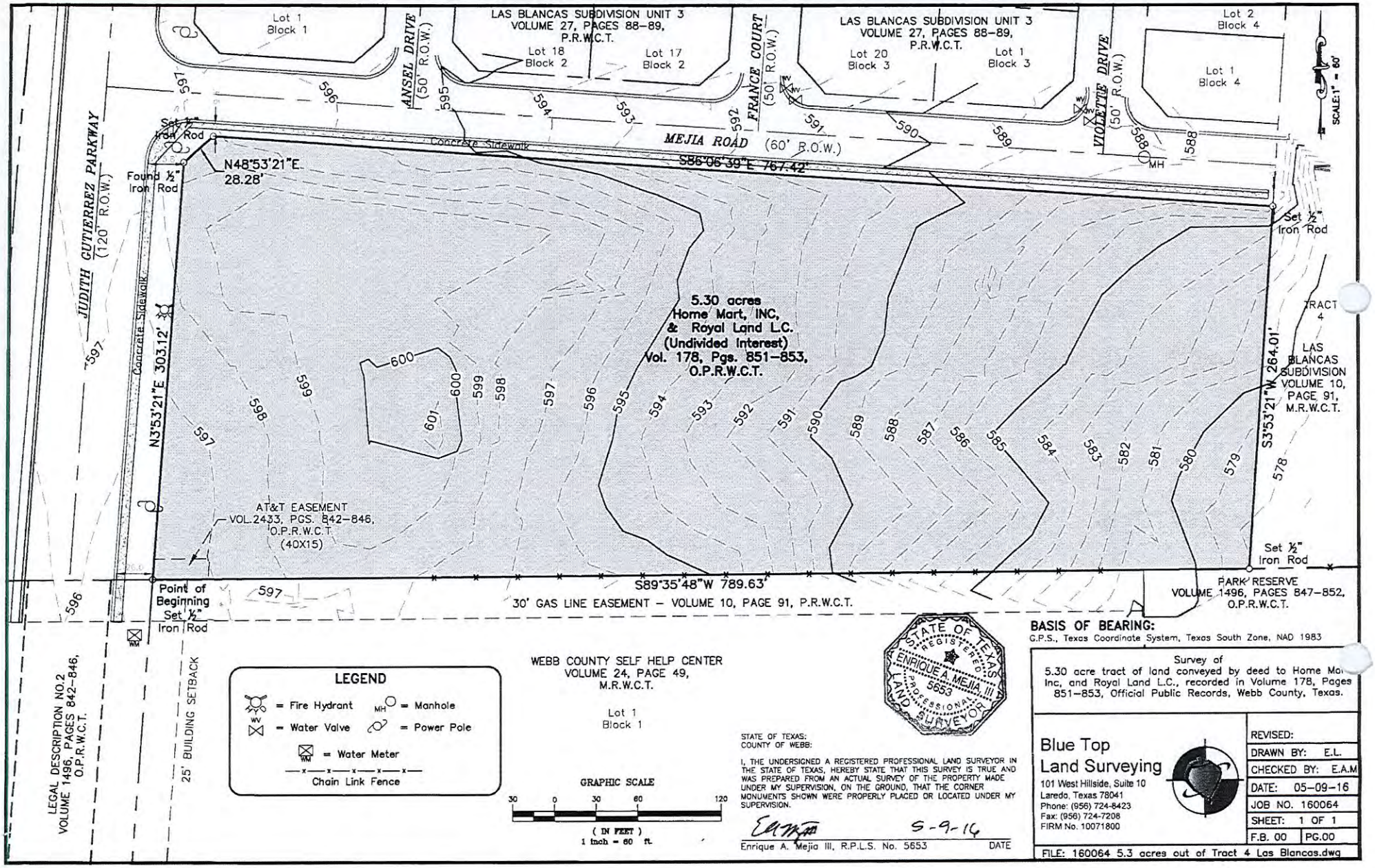
I, **Enrique A. Mejia III,** a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above captioned "Field Notes" and attached "Drawing" to be true and correct to the best of my knowledge.

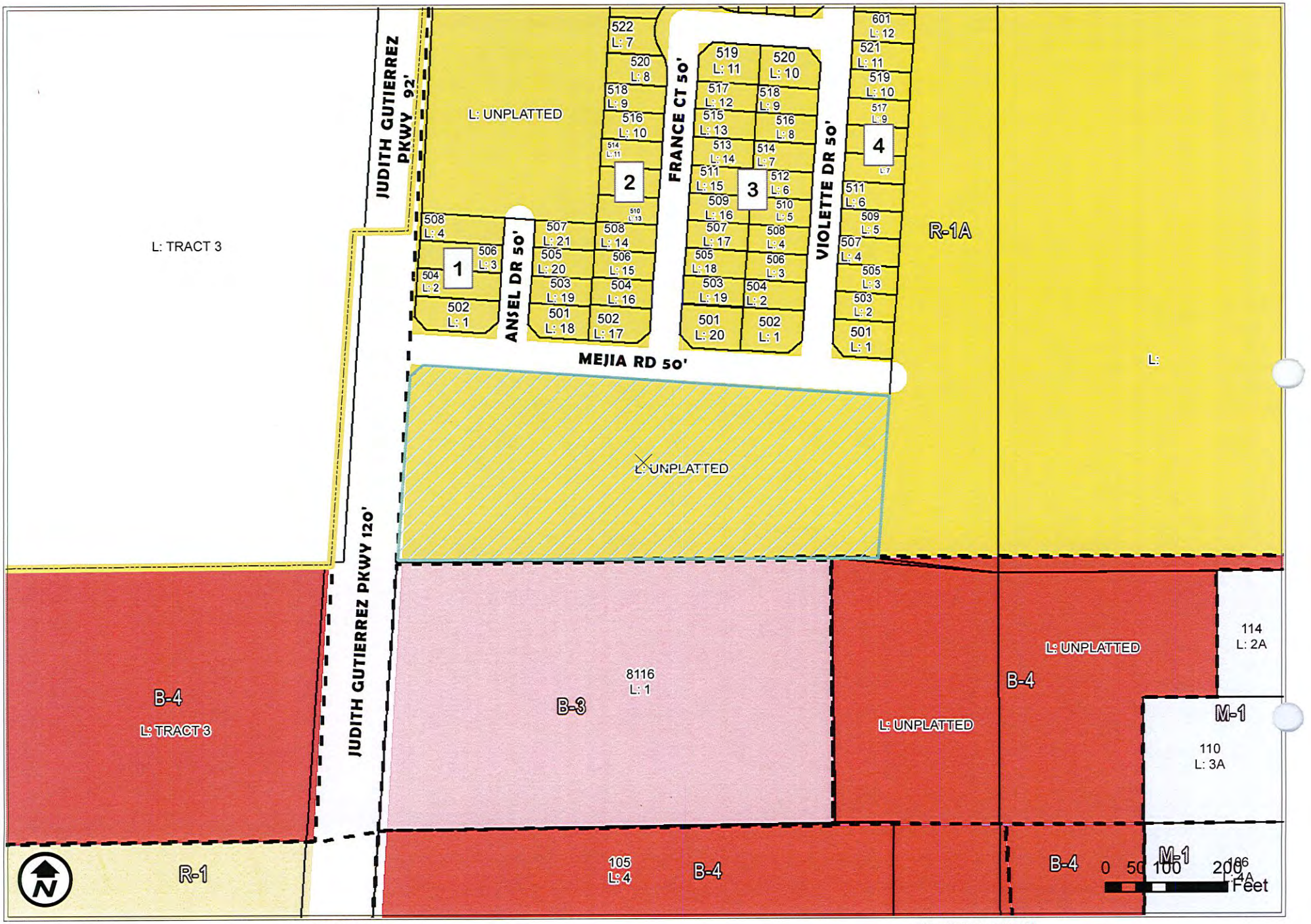
R.P.L.S. No. 5653 – Texas

5-9-16
Current Date

STATE OF TEXAS
REGISTERED
ENRIQUE A. MEJIA, III
5653
PROFESSIONAL
LAND SURVEYOR

Exhibit A


Lot 1
Block 1
ANSEL DRIVE
(50' R.O.W.)
LAS BLANCAS SUBDIVISION UNIT 3
VOLUME 27, PAGES 88-89,
P.R.W.C.T.
Lot 18
Block 2
Lot 17
Block 2
FRANCE COURT
(50' R.O.W.)
LAS BLANCAS SUBDIVISION UNIT 3
VOLUME 27, PAGES 88-89,
P.R.W.C.T.
Lot 20
Block 3
Lot 1
Block 3
VIOLETTE DRIVE
(50' R.O.W.)
Lot 2
Block 4
Lot 1
Block 4
SCALE: 1" = 60'
JUDITH GUTIERREZ PARKWAY
(120' R.O.W.)
Set ½"
Iron Rod
MEJIA ROAD (60' R.O.W.)
Concrete Sidewalk
N48°53'21"E
28.28'
Found ½"
Iron Rod
S86°06'39"E 767.42'
MH
Set ½"
Iron Rod
5.30 acres
Home Mart, INC,
& Royal Land L.C.
(Undivided Interest)
Vol. 178, Pgs. 851-853,
O.P.R.W.C.T.
TRACT
4
LAS
BLANCAS
SUBDIVISION
VOLUME 10,
PAGE 91,
M.R.W.C.T.
N3°53'21"E 303.12'
S3°53'21"W 264.01'
AT&T EASEMENT
VOL.2433, PGS. 842-846,
O.P.R.W.C.T.
(40X15)
Set ½"
Iron Rod
Point of
Beginning
Set ½"
Iron Rod
S89°35'48"W 789.63'
30' GAS LINE EASEMENT – VOLUME 10, PAGE 91, P.R.W.C.T.
PARK RESERVE
VOLUME 1496, PAGES 847-852,
O.P.R.W.C.T.
LEGAL DESCRIPTION NO.2
VOLUME 1496, PAGES 842-846,
O.P.R.W.C.T.
25' BUILDING SETBACK
LEGEND
= Fire Hydrant
MH = Manhole
WV = Water Valve
= Power Pole
WM = Water Meter
Chain Link Fence
WEBB COUNTY SELF HELP CENTER
VOLUME 24, PAGE 49,
M.R.W.C.T.
Lot 1
Block 1
GRAPHIC SCALE
30 0 30 60 120
(IN FEET)
1 inch = 60 ft.
STATE OF TEXAS
REGISTERED
ENRIQUE A. MEJIA, III
5653
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 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 UNDER MY SUPERVISION.
5-9-16
Enrique A. Mejia III, R.P.L.S. No. 5653
DATE
BASIS OF BEARING:
G.P.S., Texas Coordinate System, Texas South Zone, NAD 1983
Survey of
5.30 acre tract of land conveyed by deed to Home Mart Inc, and Royal Land L.C., recorded in Volume 178, Pages 851-853, Official Public Records, Webb County, Texas.
Blue Top
Land Surveying
101 West Hillside, Suite 10
Laredo, Texas 78041
Phone: (956) 724-8423
Fax: (956) 724-7208
FIRM No. 10071800
REVISED:
DRAWN BY: E.L.
CHECKED BY: E.A.M
DATE: 05-09-16
JOB NO. 160064
SHEET: 1 OF 1
F.B. 00 PG.00
FILE: 160064 5.3 acres out of Tract 4 Las Blancas.dwg

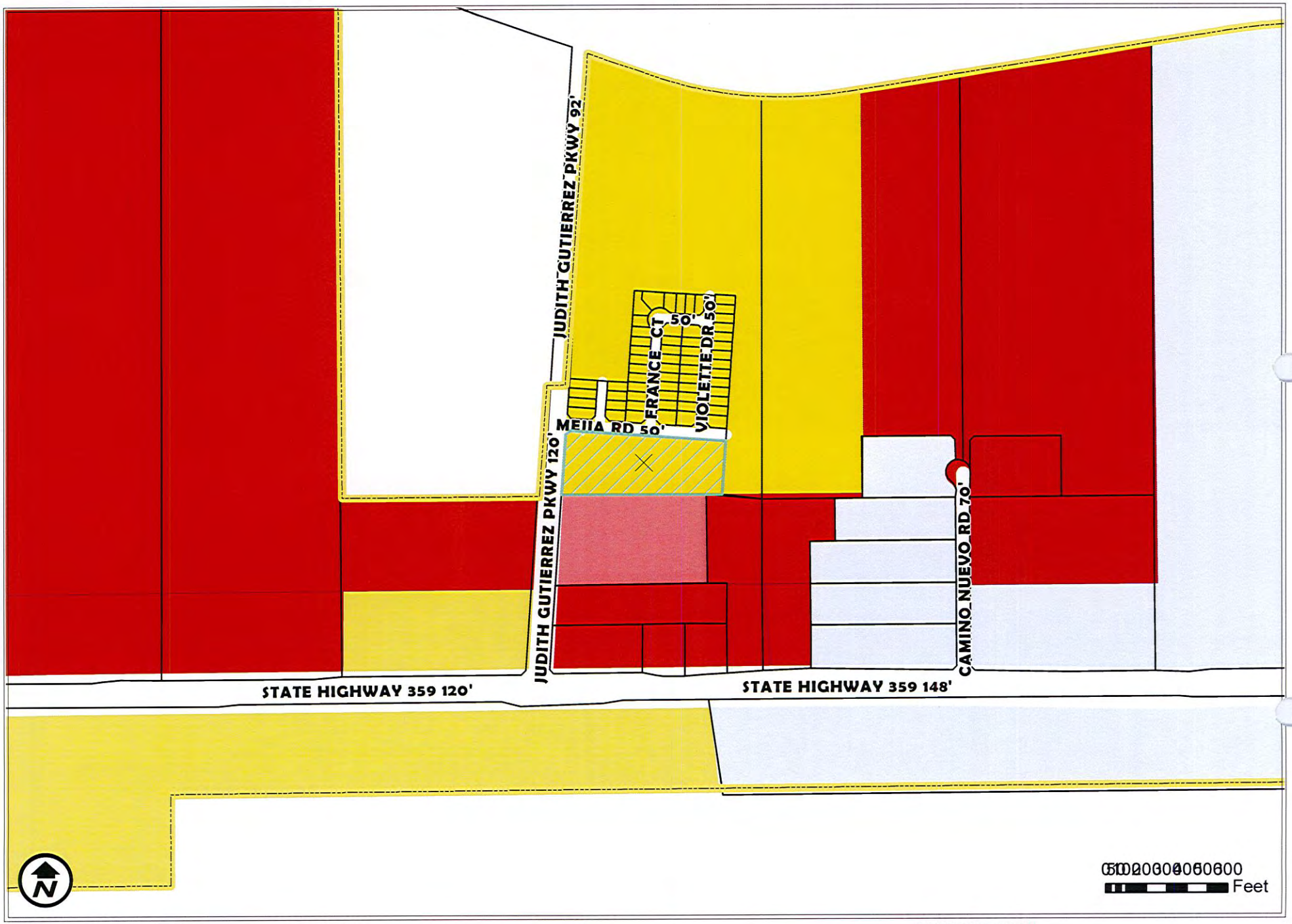


ZONING MAP
1 inch = 200 feet
Date: 8/8/2016

ZC-72-2016
COUNCIL DISTRICT 2
EAST OF JUDITH GUTIERREZ, SOUTH OF MEJIA

REZONE FROM
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> R1MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT)

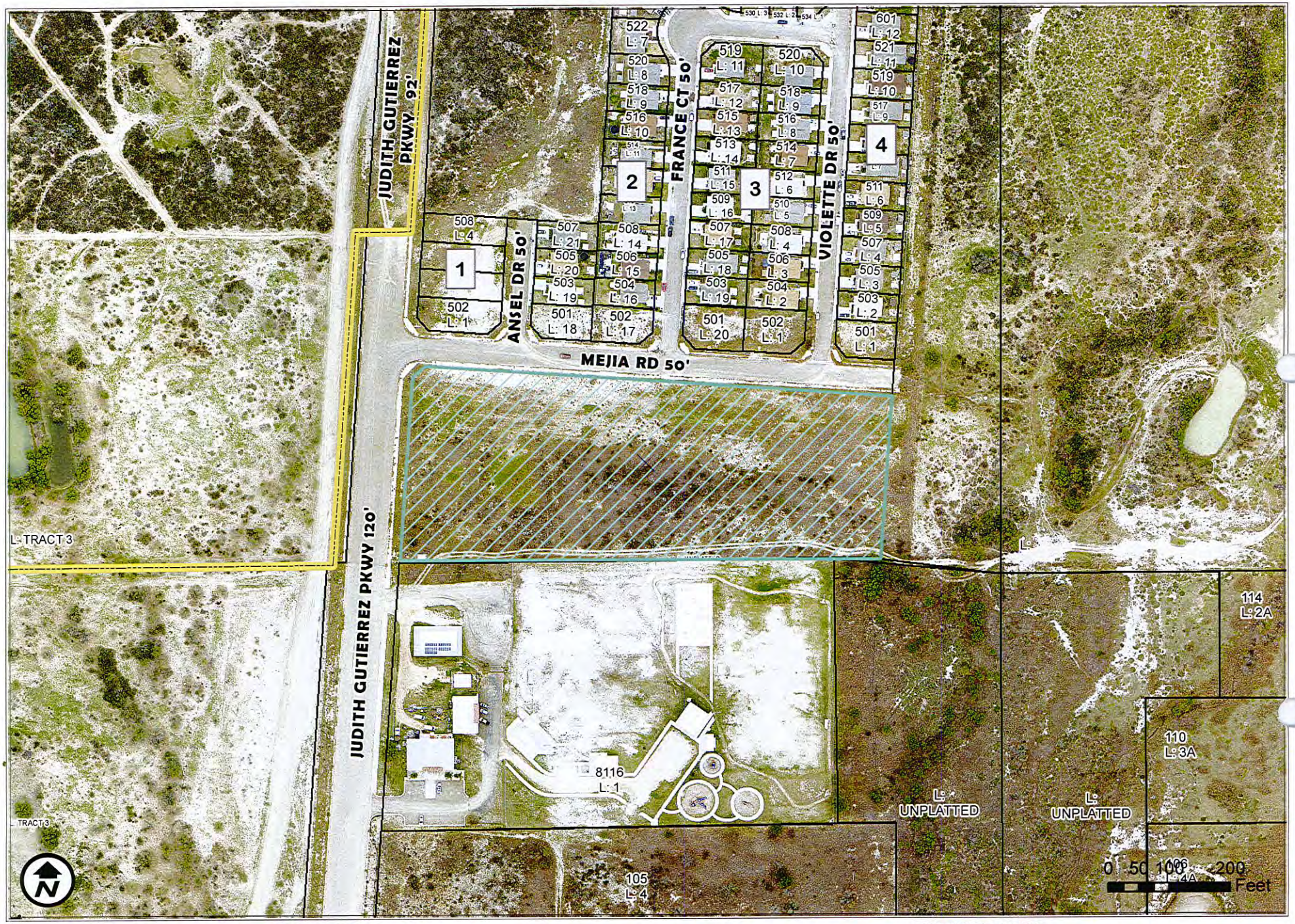
S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.



ZONING OVERVIEW
1 inch = 600 feet
Date: 8/8/2016

ZC-72-2016
COUNCIL DISTRICT 2
EAST OF JUDITH GUTIERREZ, SOUTH OF MEJIA

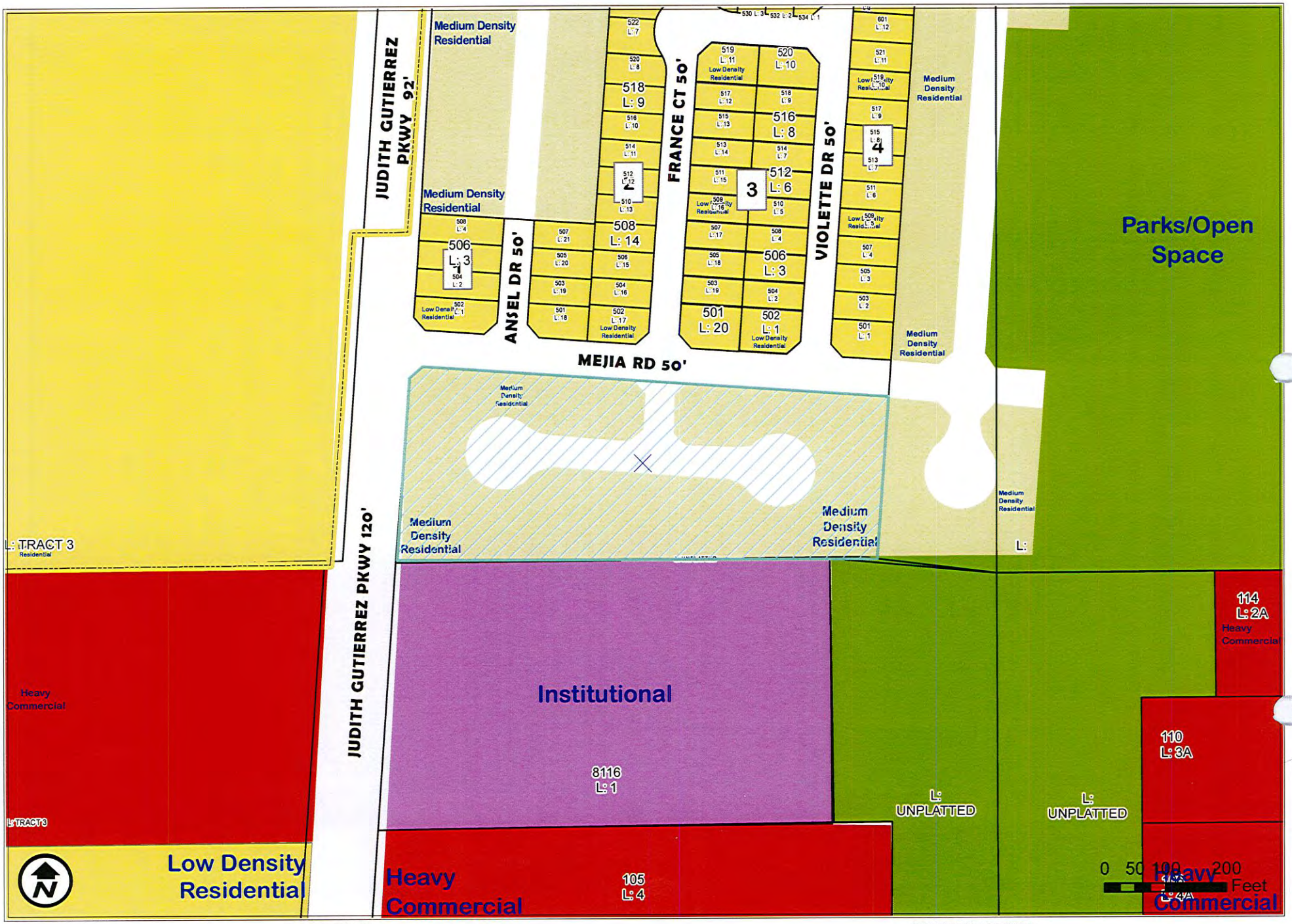
REZONE FROM
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> R1MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT)



AERIAL MAP
1 inch = 200 feet
Date: 8/8/2016

ZC-72-2016
COUNCIL DISTRICT 2
EAST OF JUDITH GUTIERREZ, SOUTH OF MEJIA

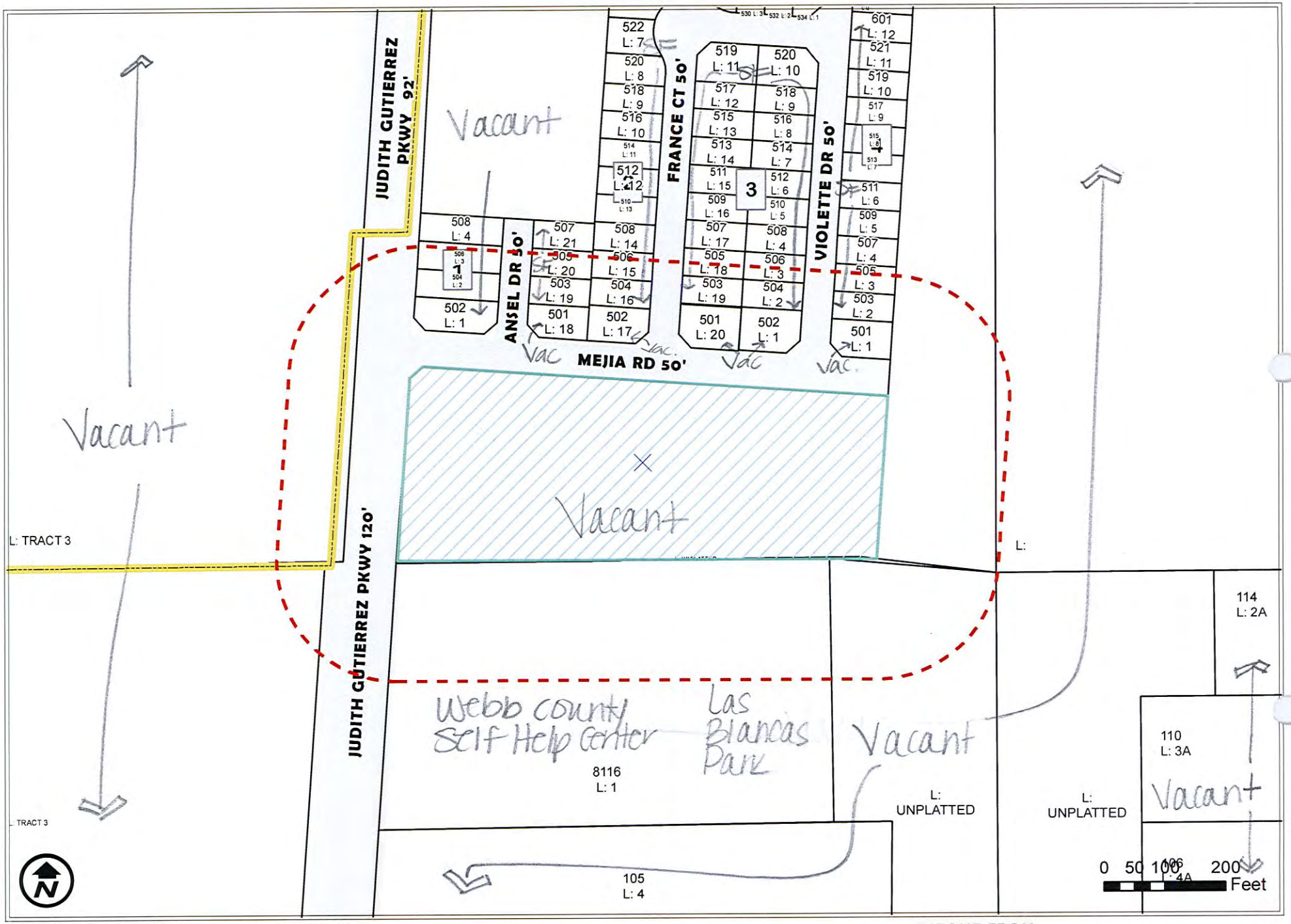
REZONE FROM
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> R1MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT)



FUTURE LANDUSE MAP
1 inch = 200 feet
Date: 8/8/2016

ZC-72-2016
COUNCIL DISTRICT 2
EAST OF JUDITH GUTIERREZ, SOUTH OF MEJIA

REZONE FROM
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> R1MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT)



200' NOTIFICATION
1 inch = 200 feet
Date: 8/8/2016

ZC-72-2016
COUNCIL DISTRICT 2
EAST OF JUDITH GUTIERREZ, SOUTH OF MEJIA

REZONE FROM
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> R1MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT)

ZC-72-2016

R-1A to R-1MH

Public Hearings (also Intro Ord) **8.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Napoleon Herrera, Applicant; Sanlin Properties, LTD., Owner
Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Tattoo Shop on Lot 1, Block 5, Del Mar Village Subdivision, located at 120 W. Village Blvd., Suite 107; providing for publication and effective date.

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

District V

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: V – The Honorable Roque Vela, Jr.

Proposed use: Tattoo Shop

Site: Vacant Commercial Suite

Surrounding land uses: North of the site is the Valero Gas Station, A Nails, Metro PC, Whataburger, KGNS and Mary Help of Christians School. East of the site are condominiums, Becky's Ballet, Clarissa Kuhns, Posh Sushi, Kugar Tae Kwon Do and MBA Mortgage. South of the site is the medical office of Santiago Gutierrez and Victor Trevino, and Parkview Business Center. West of the site is H-E-B, Del Mar Shopping Plaza, Border Patrol, BBVA, Sherfey Engineering, Crest Advisors, Heavenly Nurses, Pro Rail, Faro, Henrick Insurance and Silva International.

Comprehensive Plan: The Future Land Use Map recognizes this area Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Springfield Ave. as a Minor Arterial.

Letters sent to surrounding property owners: 9 In Favor: 0 Opposed: 0

STAFF COMMENTS

Staff supports the proposed Conditional Use Permit for the following reasons:

1. The proposed use is not listed under Laredo Land Development Code Section 24.63 of the Permitted Uses, thus a Special Use Permit is required.
2. The property meets parking requirements for a commercial use including maneuverability on site.
3. The property is in near proximity to a commercial district.
4. The proposed use is a compatible use with the nearby commercial zones and uses.

Staff supports the Special Use Permit at this location and recommends the following provisions be attached if approved:

1. The S.U.P. shall be issued to Sanlin Properties, LTD. and Napoleon Herrera, and is nontransferable.
2. The S.U.P. is restricted to the site plan, Exhibit “A”, which is made part hereof for all purposes.
3. The S.U.P. is restricted to a Tattoo Shop in Suite 107, as shown on Exhibit “B”, for a total square footage of 866.
4. Signage is limited to that allowed in a B-1 District.
5. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
6. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property
7. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
8. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
9. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
10. Owner shall comply with Building, Health, Life and Safety, and all applicable codes and regulations as required.
11. The establishment shall not exceed the “Occupant Load” as set forth in the Certificate of Occupancy with Occupant Load.
12. Hours of operation shall be limited to 1 p.m. to 10 p.m Monday through Saturday.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **6** to **0** vote, recommended **approval** of the Special Use Permit

STAFF RECOMMENDATION

Staff **supports** the proposed Special Use Permit.

Fiscal Impact

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

Attachments

Ordinance
Zoning Map
Aerial Map
Zoning Overview Map
Future Land Use Map
Pictures
Survey and Exhibits

ORDINANCE NO. 2016-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A TATTOO SHOP ON LOT 1, BLOCK 5, DEL MAR VILLAGE SUBDIVISION, LOCATED AT 120 W. VILLAGE BLVD., SUITE 107; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a Tattoo Shop on Lot 1, Block 5, Del Mar Village Subdivision, located at 120 W. Village Blvd., Suite 107; 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 August 18, 2016; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** 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 September 19, 2016, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Special Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Special Use Permit may commence; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit for a Tattoo Shop on Lot 1, Block 5, Del Mar Village Subdivision, located at 120 W. Village Blvd., Suite 107.

Section 2: The Special Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. 1. The S.U.P. shall be issued to Sanlin Properties, LTD. and Napoleon Herrera, and is nontransferable.
2. The S.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.

3. The S.U.P. is restricted to a Tattoo Shop in Suite 107, as shown on Exhibit "B", for a total square footage of 866.
4. Signage is limited to that allowed in a B-1 District.
5. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
6. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property
7. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
8. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
9. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
10. Owner shall comply with Building, Health, Life and Safety, and all applicable codes and regulations as required.
11. The establishment shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
12. Hours of operation shall be limited to 1 p.m. to 10 p.m. Monday through Saturday, as further described on Exhibit "D".

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12, entitled "Enforcement and Revocation of Special Use Permits," according to the criteria and procedures described therein and below:

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:

(1) A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:

(a.) Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set out in the Special Use Permit as approved by the City Council.

(2) The activity authorized by the Special Use Permit commences prior to the institution of all conditions imposed by the Special Use Permit.

(3) The use for which the Special Use Permit was authorized does not commence within six months of the effective date of the Special Use Permit.

(a.) An extension of up to six months may be granted, for good cause shown, by the Building Services Director upon petition of the SUP holder.

(4) The use for which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

(5) In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

(b) Procedures:

(1) Should a City of Laredo Zoning Enforcement Official or Fire Official inspection reveal non-compliance with Laredo Land Development Code, Section 24.93.7.(b) or any of any additional express conditions of the Special Use Permit, Special Use Permit suspension/revocation procedures shall commence as below stipulated:

(a.) A Zoning Officer or Fire Official shall, upon discovery of special use permit non-compliance as per Subsection 24.93.7.(b), issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Special Use Permit for that location.

(b.) If non-compliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official or Fire Official shall issue written citation.

(c.) The requirement for the issuance of a written warning and grace period shall not apply to a citation issued as a result of a violation of the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load or the failure to, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges and said citation/s shall be filed for prosecution.

(d.) Should a citation result in a court, having jurisdiction or a jury finding the holder of the Special Use Permit guilty of a violation, or if a holder of an SUP pleads guilty, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 24 hours to be implemented as follows:.

i. The Zoning Officer or Fire Official shall immediately notify the Planning Director, in writing, of the result of the prosecution of the citation.

ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.

iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.

iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of

Suspension" shall be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

(2) Upon the second conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 72 hours. This provision shall be implemented in the same manner as set forth above in Section 24.93.12 (b) (1)(a-d).

(3) Upon the third conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, and subject to the revocation/suspension procedures set forth in Section 24.93.12 (b) (1)(a-d), the Special Use Permit will be revoked and the City shall proceed with its removal from the City of Laredo Zoning Map.

(a.) The Planning Director shall issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(b.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(c.) In the event the Special Use Permit Holder appeals the conviction, any suspension or revocation will be abated until the completion of the appeals process.

(4) For purposes of Section 24.93.7.(1), (2), or (3) above, a finding of guilt on more than one citation issued on the same day for the same location shall be counted as only one violation.

(5) In the event the Special Use Permit Holder appeals a conviction, any suspension or revocation will be abated until the completion of the appeals process.

(6) Effect of Other Violations (Habitual Offenses):

(a.) Twelve violations of City Ordinances which result in an adjudication of guilt (by trial to the court, by jury or by entering a plea of guilt) during any twelve month period shall result in the revocation of the Special Use Permit. The holder of said SUP may avail himself/herself of the remedy set forth in Section 24.93.12(b)(3)(b).

(b.) Should the twelve citations, issued during any twelve month period result in a court having jurisdiction or a jury find the holder of the Special Use Permit guilty of each violation or if a holder of an SUP pleads guilty to violation/s, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

(c.) The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(d.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(e.) In the event the Special Use Permit Holder appeals any of the convictions the revocation will be abated until the completion of the appeals process.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

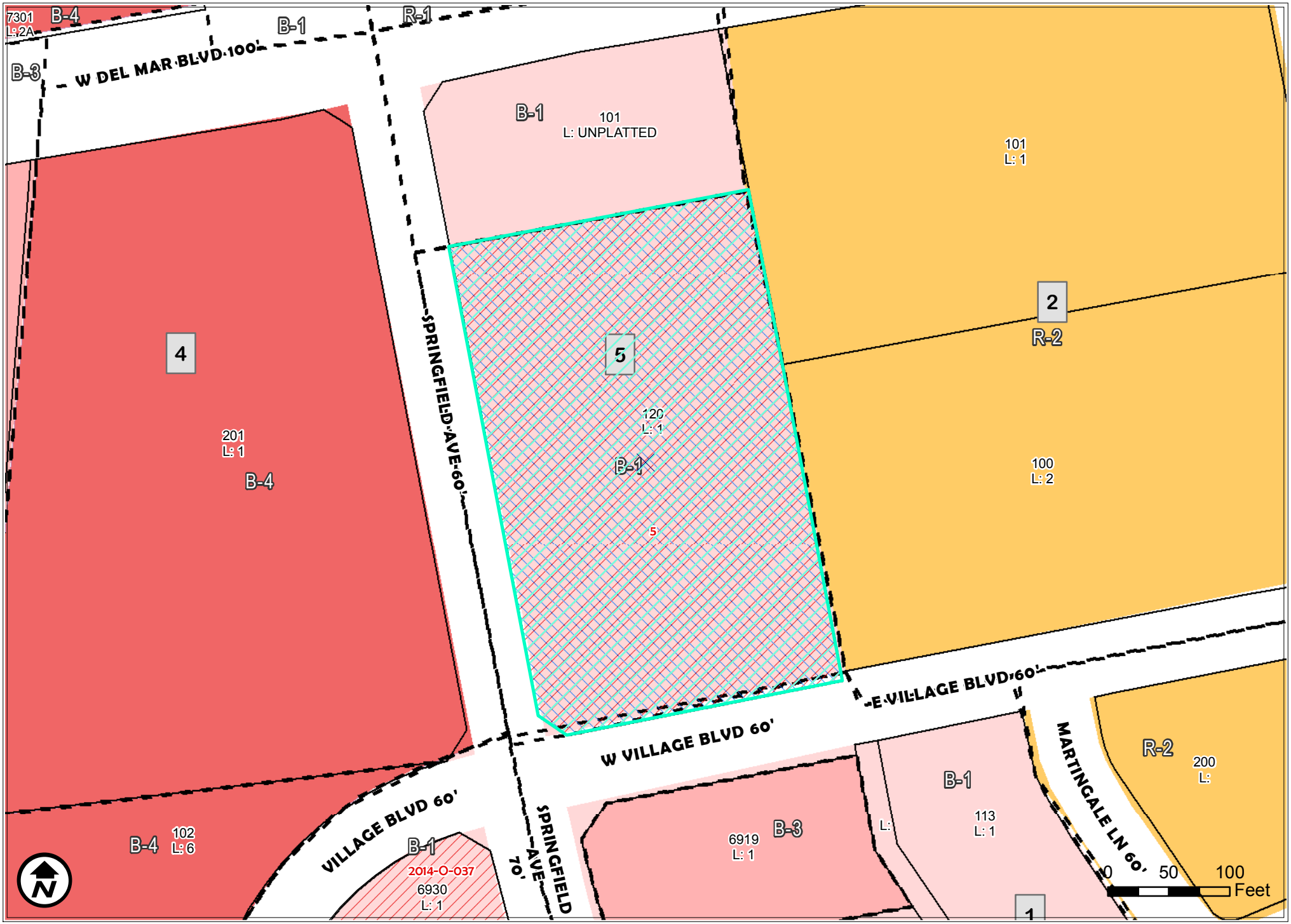
_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

_____
KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY



ZONING MAP
1 inch = 100 feet
Date: 8/5/2016

ZC-67-2016
COUNCIL DISTRICT 5
120 W VILLAGE BLVD STE 107

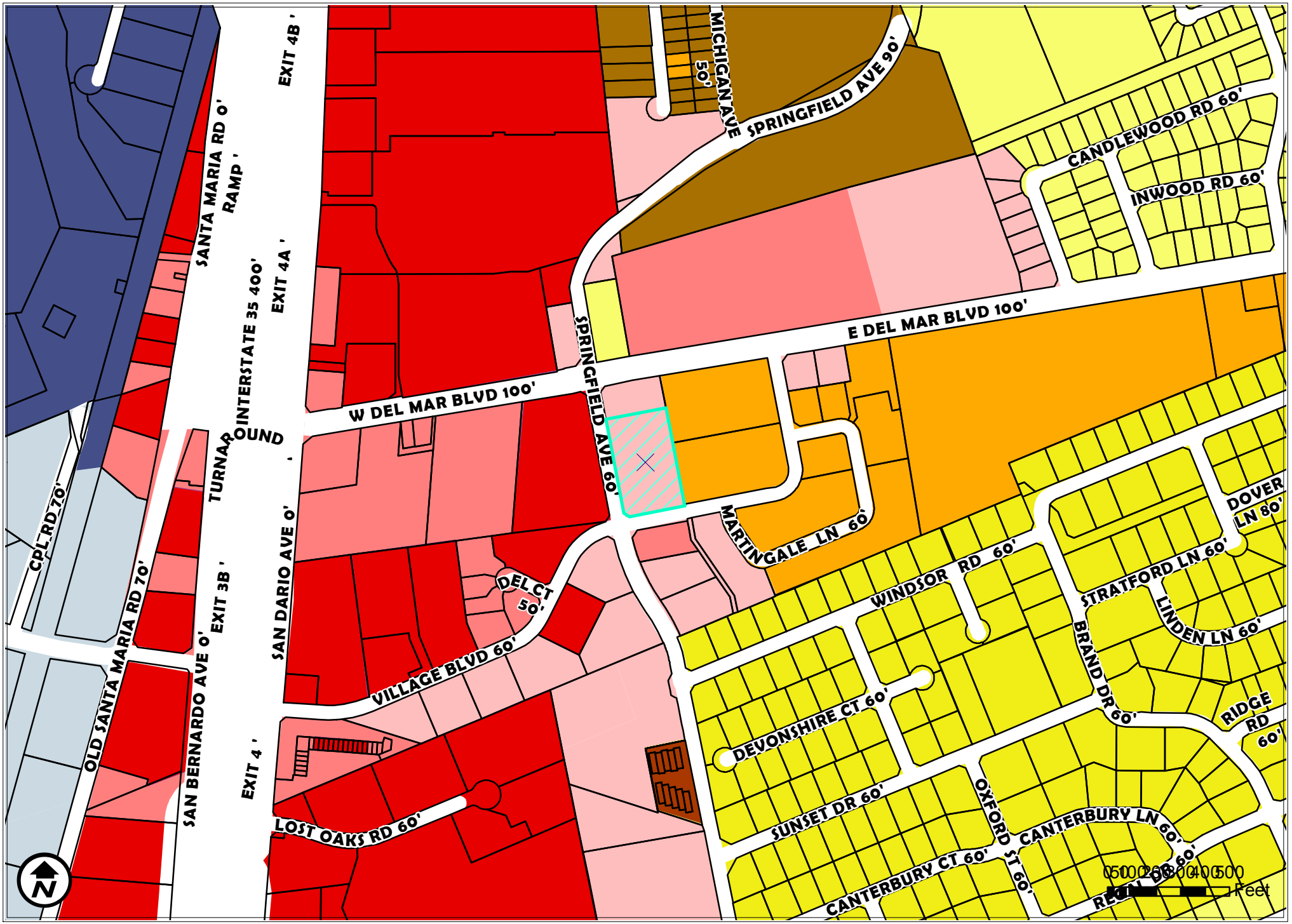
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> TATTOO SHOP

S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.

AERIAL MAP
1 inch = 100 feet
Date: 8/5/2016

ZC-67-2016
COUNCIL DISTRICT 5
120 W VILLAGE BLVD STE 107

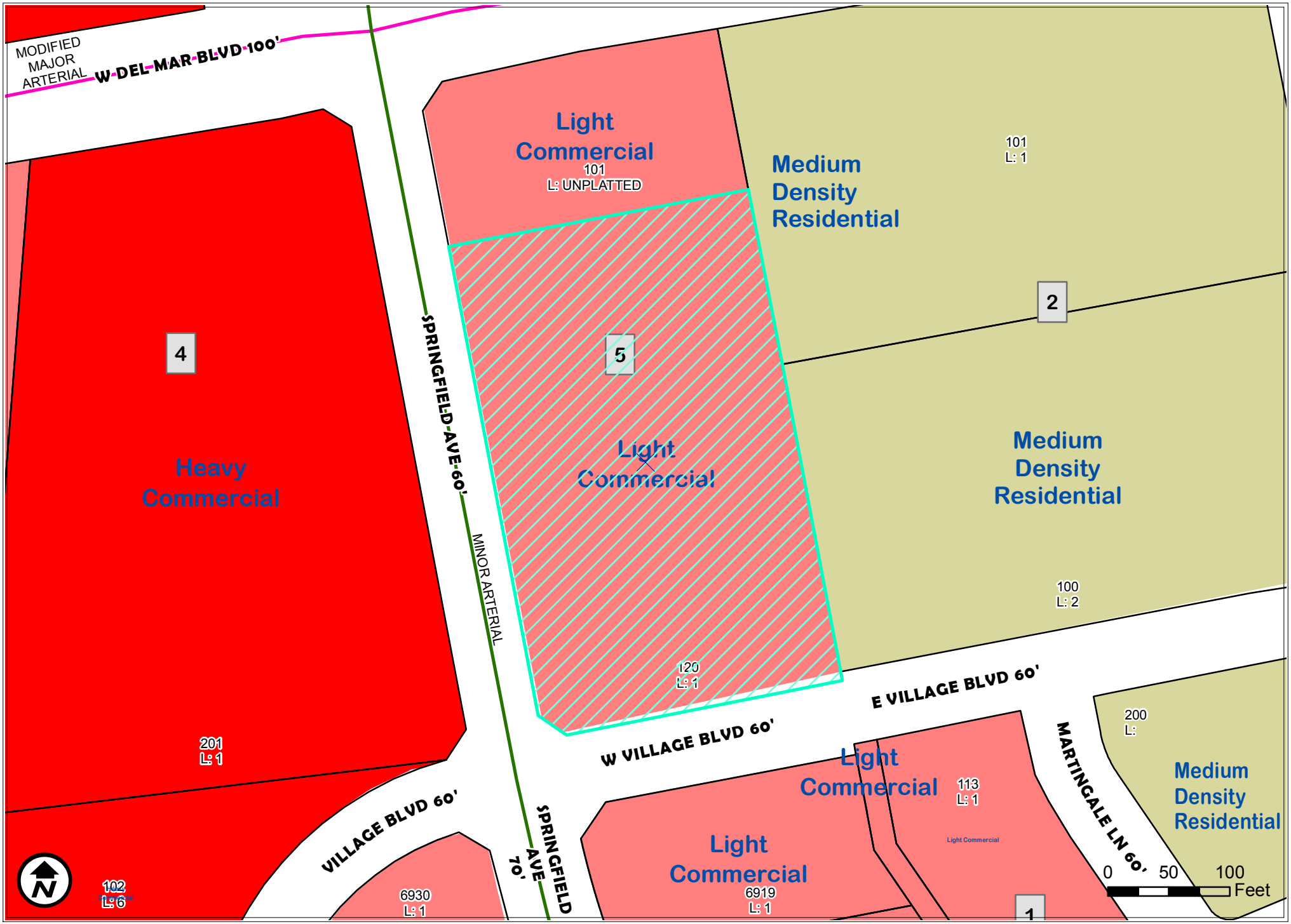
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> TATTOO SHOP



ZONING OVERVIEW
1 inch = 500 feet
Date: 8/5/2016

ZC-67-2016
COUNCIL DISTRICT 5
120 W VILLAGE BLVD STE 107

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> TATTOO SHOP



FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 8/5/2016

ZC-67-2016
COUNCIL DISTRICT 5
120 W VILLAGE BLVD STE 107

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> TATTOO SHOP

ZC-67-2016

Special Use Permit for Tattoo Shop
120 W. Village Blvd. Ste.107
Lot 1, Block 5, Del Mar Village Subdivision

TATTOOS
DANDIES & DOLLS
HAIR FASHION
Mr G's
GELATO
NOW OPEN

BARBER
SHOP
Tinted Flesh
TATTOOS
&
PIERCING
OPEN
Tinted Flesh
TATTOOS
tattoos by:
Pilo
(210) 723-1831
Cesar
(956) 645-4341
Appointments
(956) 727-1274
Business Hours:
Monday thru Saturday
1:00 pm to 10:00 pm

Tinted Flesh
TATTOOS
tattoos by:
Pilo
(210) 723-1831
Cesar
(956) 645-4341
Appointments
(956) 727-1274
Business Hours:
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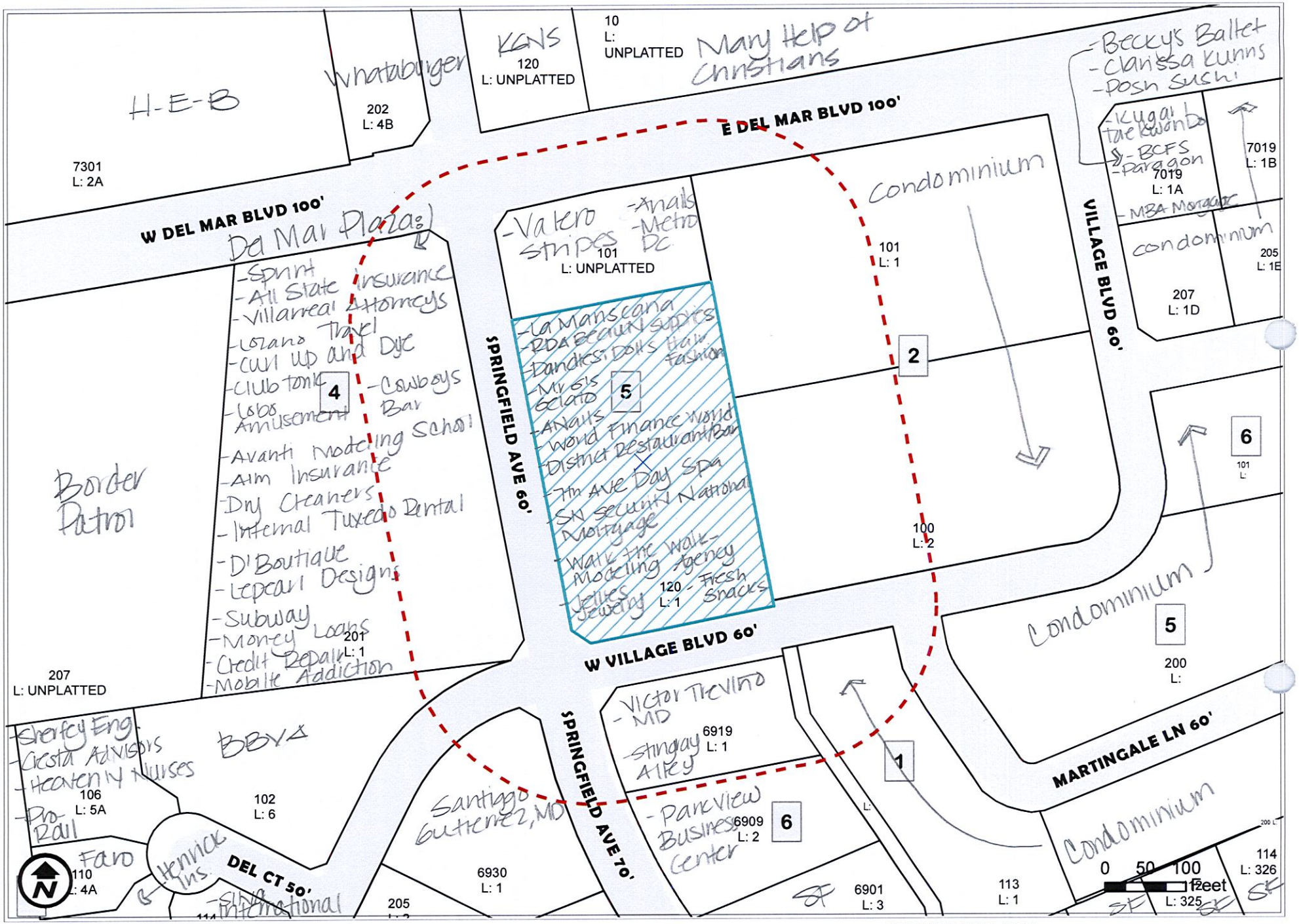
1:00 pm to 10:00 pm



200' NOTIFICATION
1 inch = 150 feet
Date: 8/5/2016

ZC-67-2016
COUNCIL DISTRICT 5
120 W VILLAGE BLVD STE 107

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> TATTOO SHOP

Regency Square

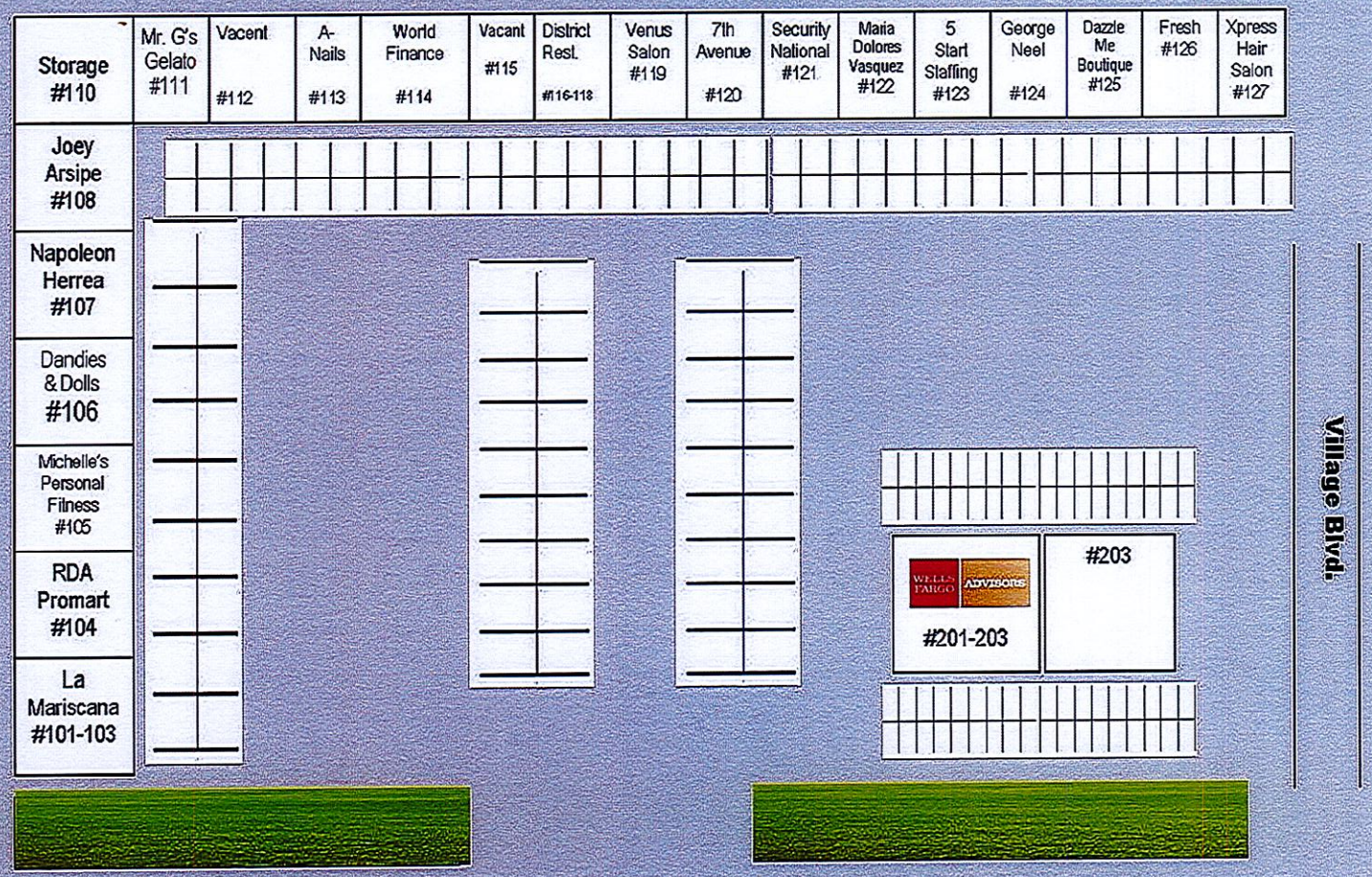


EXHIBIT "A"

SANLIN PROPERTIES, LTD.
(REGENCY SQUARE)

SQUARE FOOTAGE

UNIT	SQUARE FEET	TENANTS	Use of Premise
Bldg I			
101-103	2,905	La Mariscana	Restaurant
104	1,000	RDA Promart	Beauty Supply Store
105	866	Michelle Aldrete	One on One Personal Trainer
106	866	Dandies n Dolls Hair Salon	Hair Salon
107	866	Napoleon Herrera	Tattoo Shop
108	975	Joey Arispe	Dance Studio
109		Storage	
110		Storage	
111	1,000	Mr. G's Gelato	Ice Cream Shop
112	800	Vacant	
113	1,000	A Nails	Nail Salon
114	1,350	World Fianace	Loan Company
115	1,350	Vacant	
116-118	2,100	District Restauant & Bar	Restaurant
119	1,000	Venus Salon	Hair Salon
120	800	7th Avenue Day & Spa	Hair Salon
121	800	Security National	Mortgage Company
122	692	Maria Dolores Vasquez	Hair Salon
123	692	5 Star Staffing	Staffing Agency
124	641	George Neel	Office
125	641	DazzleMe	Boutique
126	641	Fresh	Snack Shop
127	641	Xpress Hair Salon	Hair Salon
Bldg II			
201-202	3,000	Wells Fargo	Financial Advisors
203	1,228	Vacant	

Total Square Footage: **25,854**

EXHIBIT "B"

August 12, 2016

TO: CITY OF LAREDO

FROM: J. SANTIAGO GUTIERREZ, MD – OWNER
LINDA GUTIERREZ – OWNER AND GENERAL MANAGER
OF
GUTIERREZ RENTALS, LTD (SPRINGFIELD PLAZA)
GUTIERREZ ENTERPRISES, LTD (DEL MAR PLAZA)
SANLIN PROPERTIES, LTD (REGENCY SQUARE)

RE: PARKING AVAILABILITY FOR REGENCY SQUARE PATRONS IMMEDIATELY ACROSS THE STREET AT SPRINGFIELD PLAZA, Buildings A, B, & C PARKING LOTS (owned by same owners for more than twenty years).

We desire to offer extra parking available at the Springfield Plaza across the street to all tenants and their patrons from Regency Square.

During the day Regency Square' parking lot is mostly empty even with restaurants there. At night only ¼ of the parking lot is full. There is plenty of parking there now, but if there were to be a day or full night of parking, the Springfield Plaza can accommodate extra parking during the day since the parking lot is half empty during the day, with its 160 parking space capacity.

At any given day, there is a lot of empty parking spaces at Regency Square during the day but we permit parking at these other properties for Regency Patrons. Furthermore, we incorporate a provision in Regency Square leases that parking is available at the Springfield Plaza for employees and patrons.

1) ***BUILDING A*** - 6930 SPRINGFIELD – DR. GUTIERREZ' PARKING AREA at the Springfield Plaza

2) ***BUILDING B*** - 6828 SPRINGFIELD – MEDICAL OFFICE BUILDING PARKING at the Springfield Plaza

*** Parking spaces - combined for Bldg A & B is 55 parking spaces

3) ***BUILDING C*** - 6826 SPRINGFIELD – COMMERCIAL OFFICES' PARKING at the Springfield Plaza -

*** Parking spaces - 105 parking spaces

In short, at the ***SPRINGFIELD PLAZA- there are 160 PARKING SPACES AVAILABLE to Regency Square patrons during the day.***

NOTE: Furthermore, all these three buildings share parking lots and parking spaces during the day and are all closed by 6 pm. Bldg A and B sit on same lot with parking wrapped around, and have 55 parking spaces; Bldg C is on an adjoining lot but it shares its parking spaces with Bldgs A & B since the parking was designed to be shared by Bldgs A, B & C and these properties are adjoined and owned by the same persons. Also, the tenants are either doctors or business offices. None of these tenants are open past 6 pm. It has been like this for past twent-five years. We have no plans of selling our properties, and there is a provision in each lease that provides for leases to be honored by future owners if a sale ever occurred.

We ask the City to permit us to lease to a pizza parlour at Regency Square, and we offer this memo/letter as owners of the Springfield Plaza and Regency Square as justification of sufficient parking available.

EXHIBIT "C"

7.13.16

I Napolean Herrera will be renting out the location on 120 W. Village Blvd. Ste 107. This above location will be utilized as a Tattoo Parlor. The hours of operation will be Monday through Saturday from 1:00 pm - 10:00 pm. There will be a total of 3 employees at this site.

Napoleon Herrera

X Napoleon Herrera

EXHIBIT "D"

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

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Jesus G. Chapa, Owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an Auto Glass Shop on 1,282.00 sq. ft. of Lot 4, Block 1068, Eastern Division and 7,290.16 sq. ft. out of Urbahn Ave., west of Lot 1, Block 1168, Eastern Division as further described by metes and bounds in attached Exhibit "A", located at 1301 South Meadow Ave., providing for publication and effective date.

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

District III

VENDOR INFORMATION FOR COMMITTEE AGENDA

PREVIOUS COUNCIL ACTION
None

BACKGROUND
Council District: III – The Honorable Alejandro "Alex" Perez, Jr.

Proposed use: Auto glass shop.

Site: The site is currently vacant.

Surrounding land uses: North of the site is Nancy's Auto Glass, Leal Muffler, AC Service and single-family residential district. East of the site are single-family residential uses, multi-family residential uses and vacant lots. South of the site are single-family residential uses, multi-family residential uses and a vacant lot. West of the site is South Meadow Self Storage and vacant lots.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies South Meadow Ave. as a Major Collector.

Letters sent to surrounding property owners: 48 In Favor: 0 Opposed: 0

Staff supports the Conditional Use Permit at this location and recommends the following provisions be attached if approved

1. The C.U.P. shall be issued to Jesus G. Chapa. and is nontransferable.
2. The C.U.P. is restricted to an Auto Glass Shop with operating hours, described on Exhibit "B", of Monday through Friday from 9:00 am to 6:00 pm and Saturday from 9:00 am to 3:00 pm.
3. The C.U.P. is restricted to the site plan, Exhibit "C", which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-1 District.
5. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code - One (1) per 500 sq. ft. office/reception space plus one for each service bay (exterior or interior) and 2 stacking spaces for each service bay. ADA-compliant parking space(s) shall be required.
6. Off-site parking is prohibited.
7. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
8. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
9. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
10. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
11. Owner shall comply with all Building, Fire and Safety Code Regulations as required

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **6** to **0** vote, recommended **approval** of the Conditional Use Permit.

STAFF RECOMMENDATION

Staff **supports** the Conditional Use Permit.

Fiscal Impact

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

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance
Zoning Map
Aerial Map
Zoning Overview Map
Future Land Use Map
Pictures
Survey and Exhibits

ORDINANCE NO. 2016-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR AN AUTO GLASS SHOP ON 1,282.00 SQ FT OF LOT 4, BLOCK 1068, EASTERN DIVISION AND 7,290.16 SQ FT OUT OF URBAHN AVE. W OF LOT 1, BLOCK 1168, EASTERN DIVISION AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED AT 1301 SOUTH MEADOW AVE.; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for an auto glass shop on 1,282.00 sq. ft. of lot 4, block 1068, eastern division and 7,290.16 Sq. Ft. out of Urbahn Ave. W of lot 1, block 1168, eastern division as further described by metes and bounds in attached exhibit "A", located at 1301 South Meadow Ave.; 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 August 18, 2016; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** 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 September 19, 2016, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional Use Permit may commence; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Conditional Use Permit for an auto glass shop on 1,282.00 sq. ft. of lot 4, block 1068, eastern division and 7,290.16 Sq. Ft. out of Urbahn Ave. W of lot 1, block 1168, eastern division as further described by metes and bounds in attached exhibit "A", located at 1301 South Meadow Ave.

Section 2: The Conditional Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The C.U.P. shall be issued to Jesus G. Chapa. and is nontransferable.

2. The C.U.P. is restricted to an Auto Glass Shop with operating hours, described on Exhibit "B", of Monday through Friday from 9:00 am to 6:00 pm and Saturday from 9:00 am to 3:00 pm.
3. The C.U.P. is restricted to the site plan, Exhibit "C", which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-1 District.
5. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code - One (1) per 500 sq. ft. office/reception space plus one for each service bay (exterior or interior) and 2 stacking spaces for each service bay. ADA-compliant parking space(s) shall be required.
6. Off-site parking is prohibited.
7. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
8. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
9. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
10. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
11. Owner shall comply with all Building, Fire and Safety Code Regulations as required.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

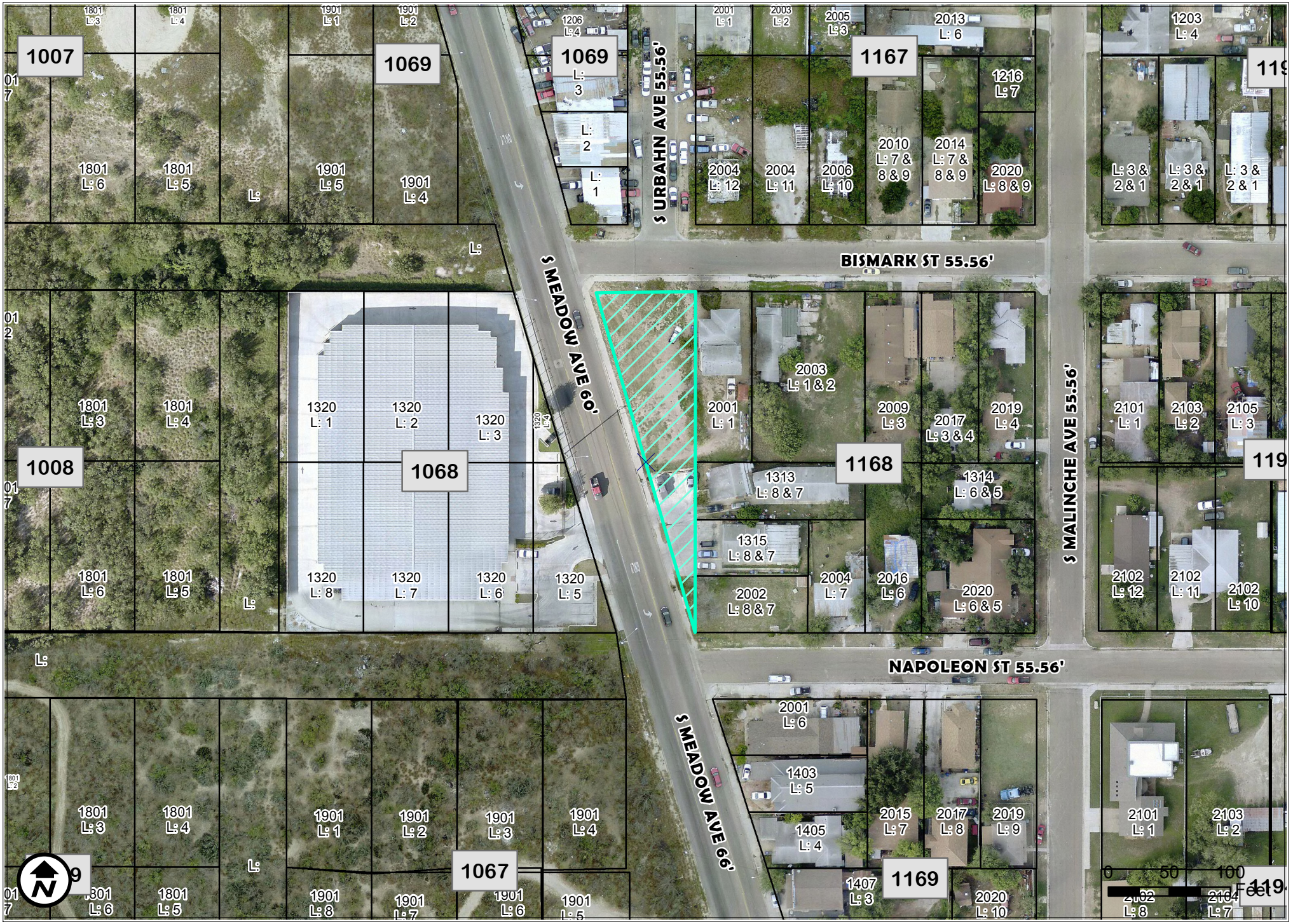
_____
KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

ZONING MAP
1 inch = 100 feet
Date: 9/7/2016

ZC-68-2016.B
COUNCIL DISTRICT 3
S MEADOW AVE

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> GLASS SHOP

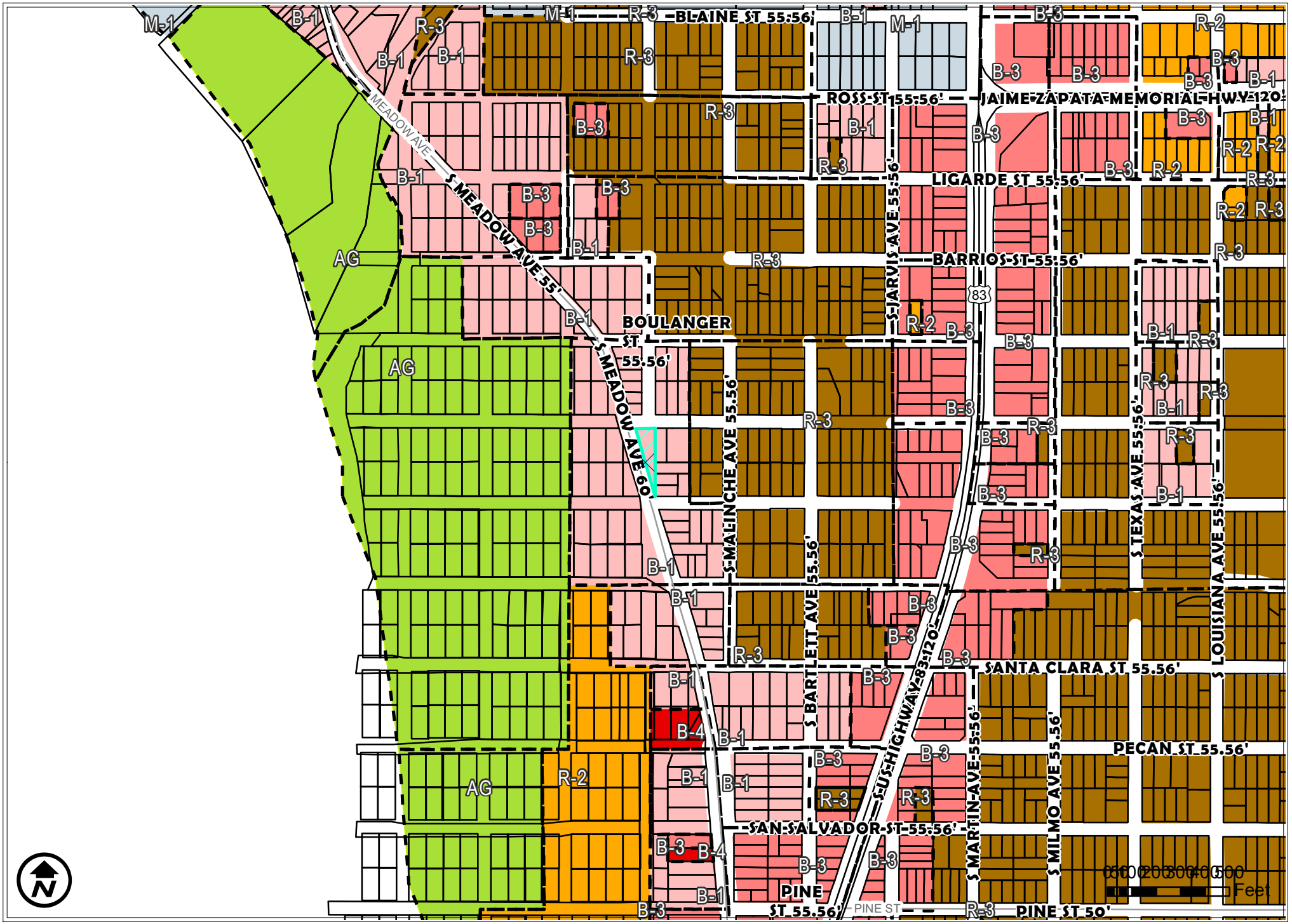
S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.



AERIAL MAP
1 inch = 100 feet
Date: 9/7/2016

ZC-68-2016.B
COUNCIL DISTRICT 3
S MEADOW AVE

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> GLASS SHOP



ZONING OVERVIEW
1 inch = 500 feet
Date: 9/7/2016

ZC-68-2016.B
COUNCIL DISTRICT 3
S MEADOW AVE

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> GLASS SHOP

FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 9/7/2016

ZC-68-2016.B
COUNCIL DISTRICT 3
S MEADOW AVE

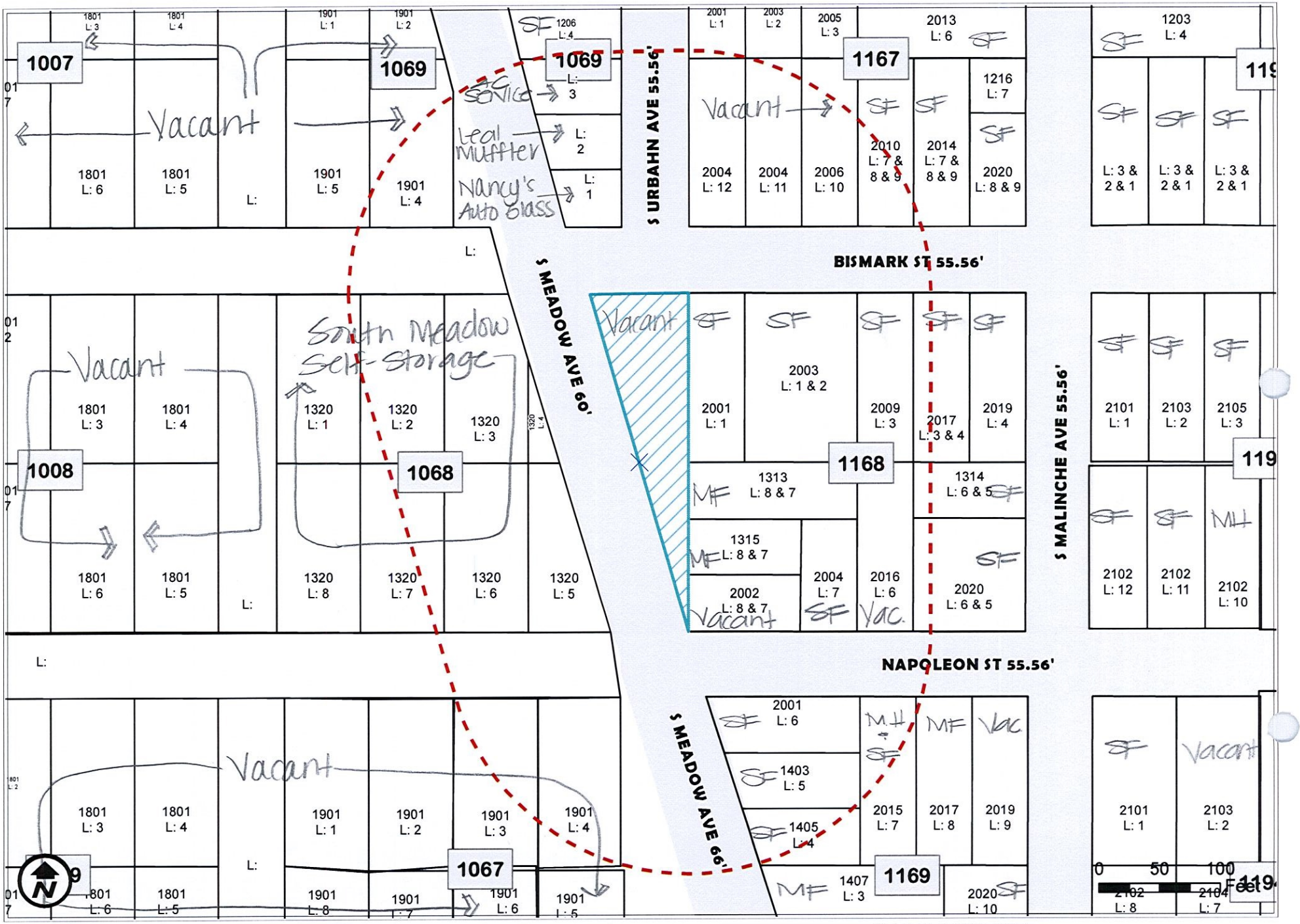
APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> GLASS SHOP

ZC-68-2016

1301 South Meadow Ave.

1,282.00 SQ FT out of Lot 4, Block 1068, Eastern Division and 7,290.16 SQ FT out of Urbahn Avenue W of Lot 1, Block 1168, Eastern Division.

192



200' NOTIFICATION
1 inch = 100 feet
Date: 8/5/2016

ZC-68-2016
COUNCIL DISTRICT 3
S MEADOW AVE

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> GLASS SHOP

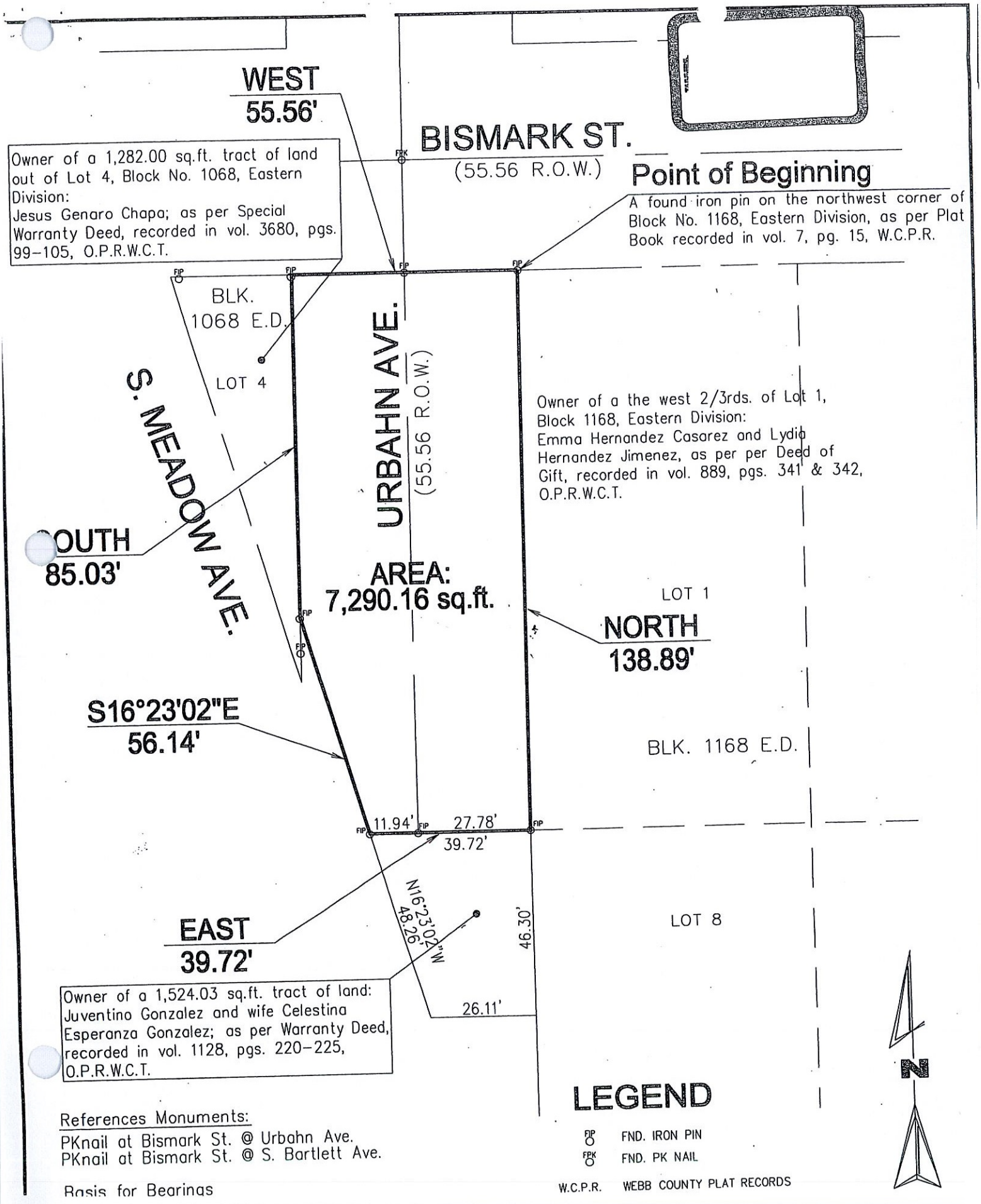

WEST
55.56'
BISMARK ST.
(55.56 R.O.W.)
Point of Beginning
A found iron pin on the northwest corner of Block No. 1168, Eastern Division, as per Plat Book recorded in vol. 7, pg. 15, W.C.P.R.
Owner of a 1,282.00 sq.ft. tract of land out of Lot 4, Block No. 1068, Eastern Division:
Jesus Genaro Chapa; as per Special Warranty Deed, recorded in vol. 3680, pgs. 99–105, O.P.R.W.C.T.
BLK. 1068 E.D.
LOT 4
S. MEADOW AVE.
URBAHN AVE.
(55.56 R.O.W.)
Owner of a the west 2/3rds. of Lot 1, Block 1168, Eastern Division:
Emma Hernandez Casarez and Lydia Hernandez Jimenez, as per per Deed of Gift, recorded in vol. 889, pgs. 341 & 342, O.P.R.W.C.T.
SOUTH
85.03'
AREA:
7,290.16 sq.ft.
LOT 1
NORTH
138.89'
S16°23'02"E
56.14'
BLK. 1168 E.D.
11.94'
27.78'
39.72'
EAST
39.72'
N16°23'02"W
48.26'
46.30'
LOT 8
26.11'
Owner of a 1,524.03 sq.ft. tract of land:
Juventino Gonzalez and wife Celestina Esperanza Gonzalez; as per Warranty Deed, recorded in vol. 1128, pgs. 220–225, O.P.R.W.C.T.
References Monuments:
PKnail at Bismark St. @ Urbahn Ave.
PKnail at Bismark St. @ S. Bartlett Ave.
Basis for Bearings
LEGEND
FIP FND. IRON PIN
FPK FND. PK NAIL
W.C.P.R. WEBB COUNTY PLAT RECORDS
N

EXHIBIT "A"

CITY OF LAREDO
ENGINEERING DEPARTMENT

EXHIBIT

LAREDO, TEXAS
1755

METES AND BOUNDS DESCRIPTION
FOR A 7,290.16 SQ.FT. TRACT OF LAND

A tract of land containing 7,290.16 sq.ft., out of the Urbahn Avenue right-of-way, adjacent to the south right-of-way line of Bismark Street, Eastern Division, as recorded in volume 7, page 15, of the Webb County Plat Records, in the Western Division, City of Laredo, Webb County, Texas; said 7,290.16 sq.ft. Tract is more particularly described by metes and bounds as follows:

COMMENCING at a found iron pin on the northwest corner of Lot No. 1, Block No. 1168, Eastern Division, being this point on the south right-of-way line of Bismark Street and the **POINT-OF-BEGINNING** of this tract herein described;

THENCE, WEST, along the south right-of-way line of Bismark Street, a distance of 55.56 feet, to a found iron pin on the west right-of-way line of Urbahn Avenue, being this point the northeast corner of said Lot No. 4, Block No. 1068, Eastern Division, for an exterior corner and point of deflection to the left;

THENCE, SOUTH, along the west right-of-way line of Urbahn Avenue, also the east boundary line of said Lot No. 4, a distance of 85.03 feet, to a found iron pin, for an exterior corner and point of deflection to the left;

THENCE, S16°23'02"E, a distance of 56.14 feet, to a found iron pin, on the northwest corner of a 1,524.03 sq.ft. tract, as recorded in vol. 1128, pgs. 220-225, of the official public records of Webb County Texas; for an exterior corner and point of deflection to the left;

THENCE, EAST, along the north boundary line of said 1,524.03 sq.ft. tract, a distance of 11.94 feet, to a found iron pin at the center line of Urbahn Avenue, and continuing east for a distance of 27.78 feet, to a found iron pin, for a total distance of 39.72 feet, being this point on east right-of-way line of Urbahn Avenue and the southwest corner of said Lot No. 1, for an exterior corner and point of deflection to the left;

THENCE, NORTH, along the east right-of-way line of Urbahn Avenue, also the west boundary line of said Lot No. 1, a distance of 138.89 feet, to the **POINT-OF-BEGINNING** of this Tract of Land, containing 7,290.16 sq.ft., in the Eastern Division, City of Laredo, Webb County, Texas.

I, **ROGELIO RIVERA**, Registered Professional Land Surveyor of the State of Texas, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from an actual survey on the ground and from record information available made under my supervision on this 16th. Day of April, 2015.

WITNESS MY HAND AND SEAL THIS 8th. DAY OF **MAY, 2015.**

5/8/15

ROGELIO RIVERA, City Engineer
R.P.L.S. Texas No. 3052

ROGELIO RIVERA
3052
REGISTERED
PROFESSIONAL
LAND SURVEYOR

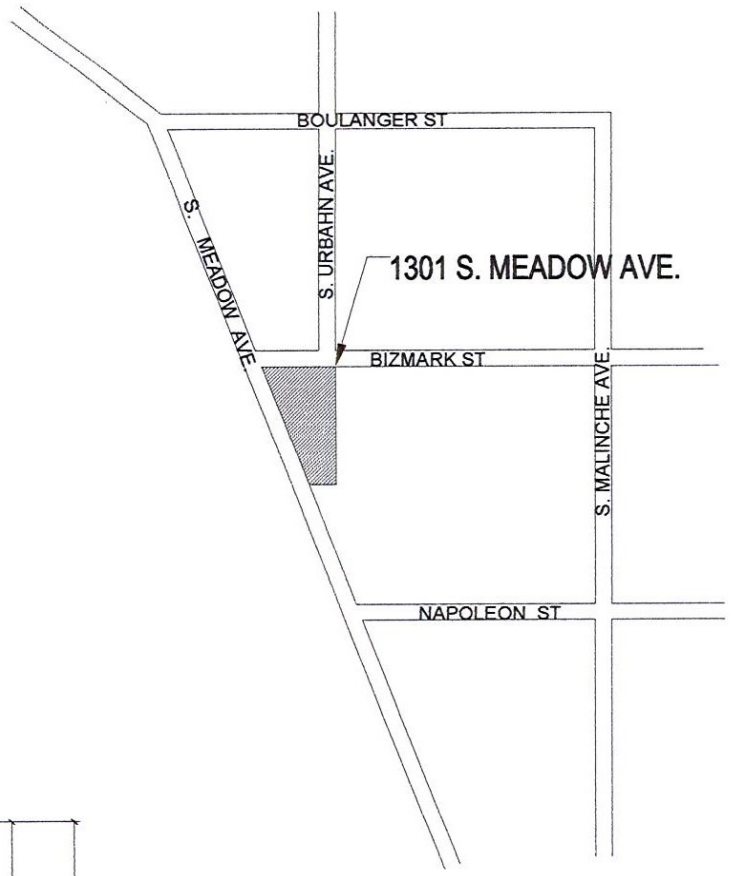
EXHIBIT "A"

08-25-16

My future plans are to open a Auto Glass Shop replacement.
The services that will be given are replace windshield glass,
door glass ,back glass and quarter glass from different car brands.
We will count with 3 employees , Our hours will be from
Monday - Friday from 9am – 6 pm and
Saturday's from 9 am - 3pm .

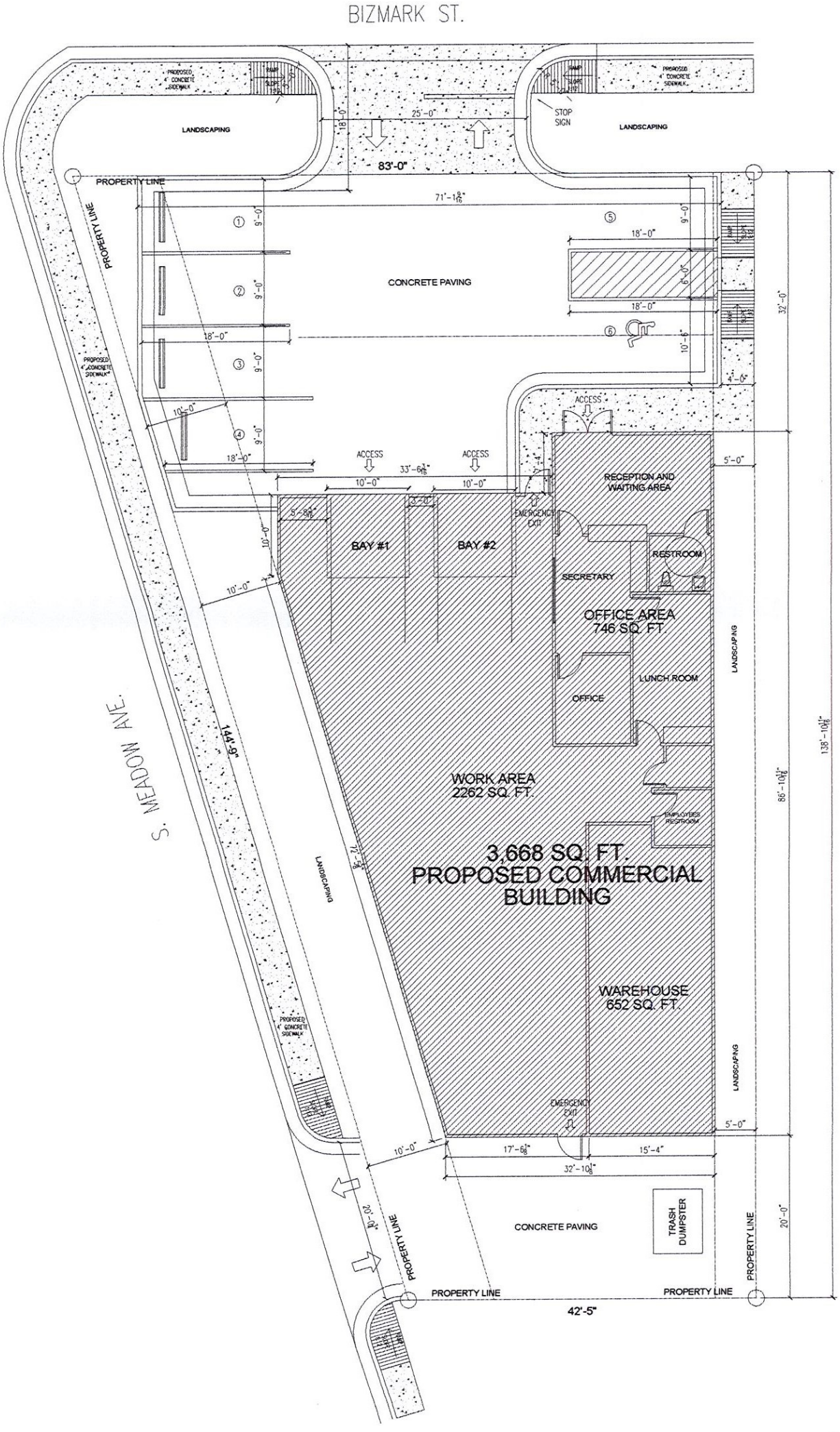
Thanks.

EXHIBIT "B"



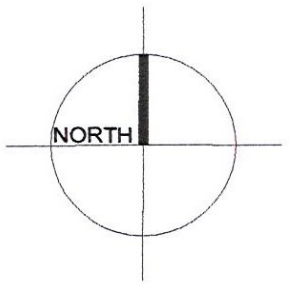
2 LOCATION

Scale: N.T.S.



1 SITE PLAN

Scale: 1:1/16



LEGAL DESCRIPTION
SUBDIVISION: EASTERN DIVISION BLOCK: 1068 AND URBAHN AVE. LOT: 4

EXHIBIT "C"

Public Hearings (also Intro Ord) **10.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Leticia A. Haynes, Owner

Staff Source: Nathan R. Bratton

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning all of Block(s) 1877 and 1878 and the 15,432.35 sq. ft. north of Block 1878 and south of Block 1877, located at 3000 Jaime Zapata Memorial Hwy., from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date.

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

District II

VENDOR INFORMATION FOR COMMITTEE AGENDA

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: II – The Honorable Vidal Rodriguez.

Proposed use: Commercial/ Restaurant.

Site: The site currently has The Rib Cage Smokehouse Restaurant.

Surrounding land uses: North of the site are single-family and Multi-family residential uses, Beer Run Drive-Thru, and Kikas Mexican. To the east of the site is Orlando's Snacks, Trevino Family Practice, Quality Care, a vacant lot, Arcoiris Snacks, single-family residential uses and manufactured housing. To the south of the site is a manufactured housing district, single-family housing, and multi-family housing district. To the west of the site are single-family residential uses, manufactured housing, Doctor's Hospital Emergency Room South, Pronto Insurance, Solar Nails, Color My

World, Cricket, and Chiquilladas.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Jaime Zapata Memorial Highway as an Expressway.

Letters sent to surrounding property owners: 28 In Favor: 1 Opposed: 0

Staff **support**s the proposed zone change for the following reasons:

1. The proposed district is compatible with the predominant commercial uses in this area.
2. The proposed B-3 District will not introduce more intense uses in the area than what is currently found on this section of Jaime Zapata Memorial Highway.
3. The property complies with the B-3 zoning location, and exceeds the required Lot Width of 46 ft. for a B-3 Zoning District.

IMPACT ANALYSIS

B-3 (Community Business District): The purpose of the B-3 District (Community Business District) is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

Is this change contrary to the established land use pattern?
No, the established land use pattern is primarily commercial along this section of Jaime Zapata Memorial Highway.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, there are B-3 Districts to the north and west, and a more intense B-4 District to the east of the site.

Will the change adversely influence living conditions in the neighborhood?
No, the proposed district will not introduce any more intense uses into the neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the existing district only allows limited commercial uses.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **6** to **0** vote, recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change.

Fiscal Impact

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

FINANCIAL IMPACT:

N/A

Attachments

Ordinance
Zoning Map
Aerial Map
Zoning Overview Map
Future Land Use Map
Pictures
Survey

ORDINANCE NO. 2016-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING ALL OF BLOCK(S) 1877 AND 1878 AND 15,432.35 SF N OF BLOCK 1878 AND S OF BLOCK 1877, LOCATED AT 3000 JAIME ZAPATA MEMORIAL HWY., FROM B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of All of Block(s) 1877 and 1878 and 15,432.35 SF N of Block 1878 and S of Block 1877, located at 3000 Jaime Zapata Memorial Hwy., from B-1 (Limited Commercial District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 18, 2016, 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 September 19, 2016, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning All of Block(s) 1877 and 1878 and 15,432.35 SF N of Block 1878 and S of Block 1877, located at 3000 Jaime Zapata Memorial Hwy., from B-1 (Limited Commercial District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

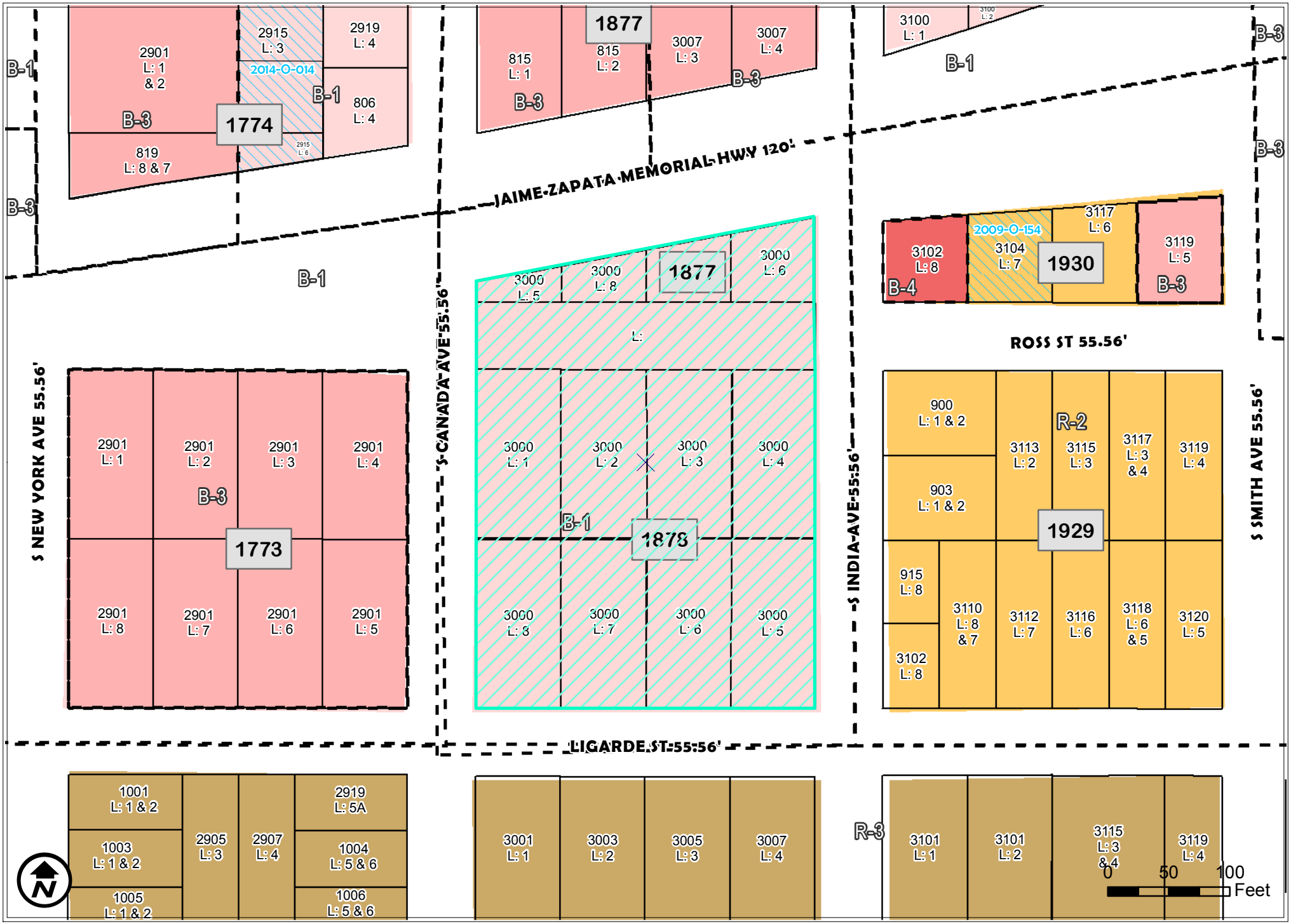
_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY



ZONING MAP
1 inch = 100 feet
Date: 8/8/2016

ZC-74-2016
COUNCIL DISTRICT 2
3000 JAIME ZAPATA MEMORIAL HIGHWAY

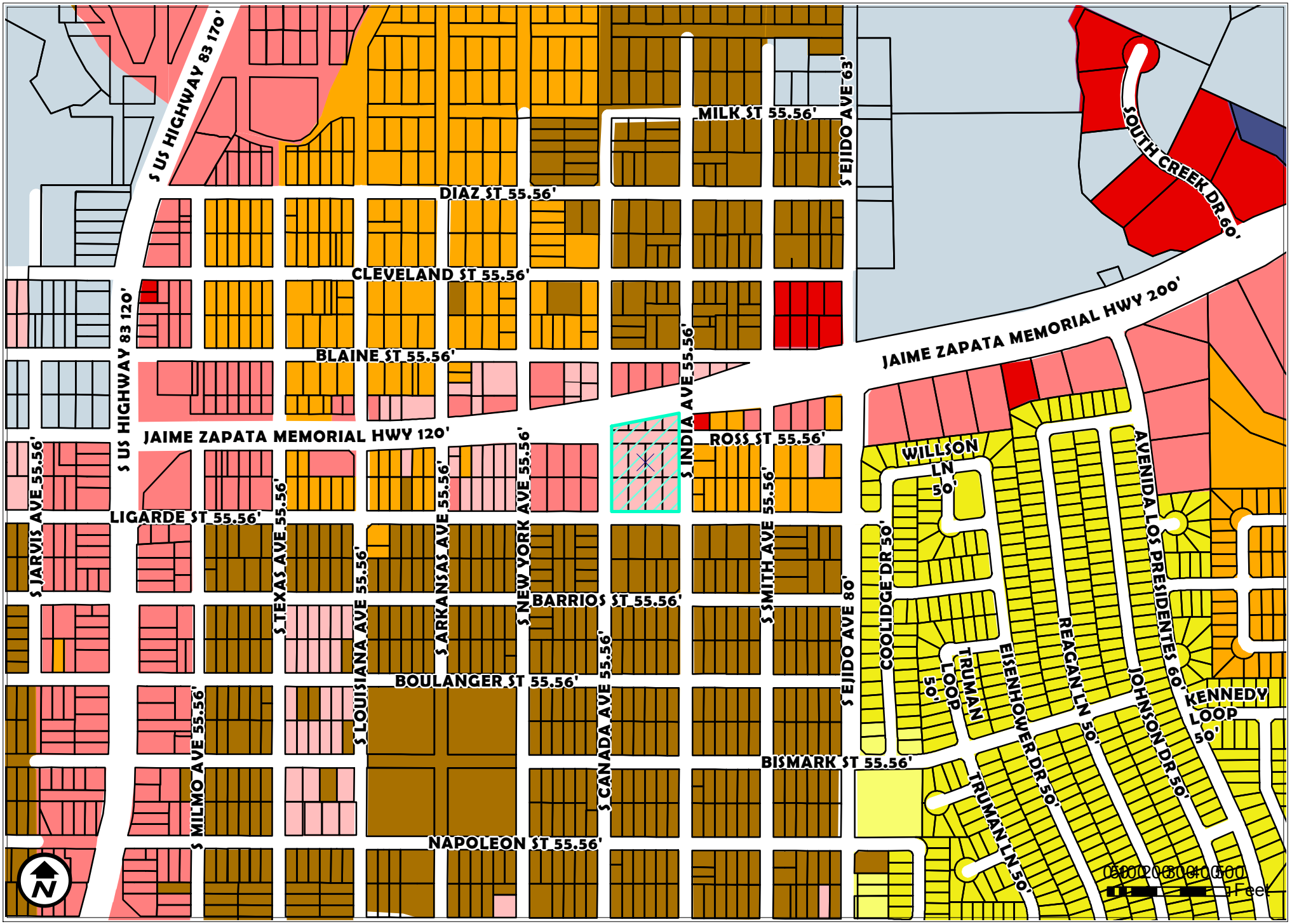
REZONE FROM
B1 (LIMITED COMMERCIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)

S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.

AERIAL MAP
1 inch = 100 feet
Date: 8/8/2016

ZC-74-2016
COUNCIL DISTRICT 2
3000 JAIME ZAPATA MEMORIAL HIGHWAY

REZONE FROM
B1 (LIMITED COMMERCIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)



ZONING OVERVIEW
1 inch = 500 feet
Date: 8/8/2016

ZC-74-2016
COUNCIL DISTRICT 2
3000 JAIME ZAPATA MEMORIAL HIGHWAY

REZONE FROM
B1 (LIMITED COMMERCIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)

FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 8/8/2016

ZC-74-2016
COUNCIL DISTRICT 2
3000 JAIME ZAPATA MEMORIAL HIGHWAY

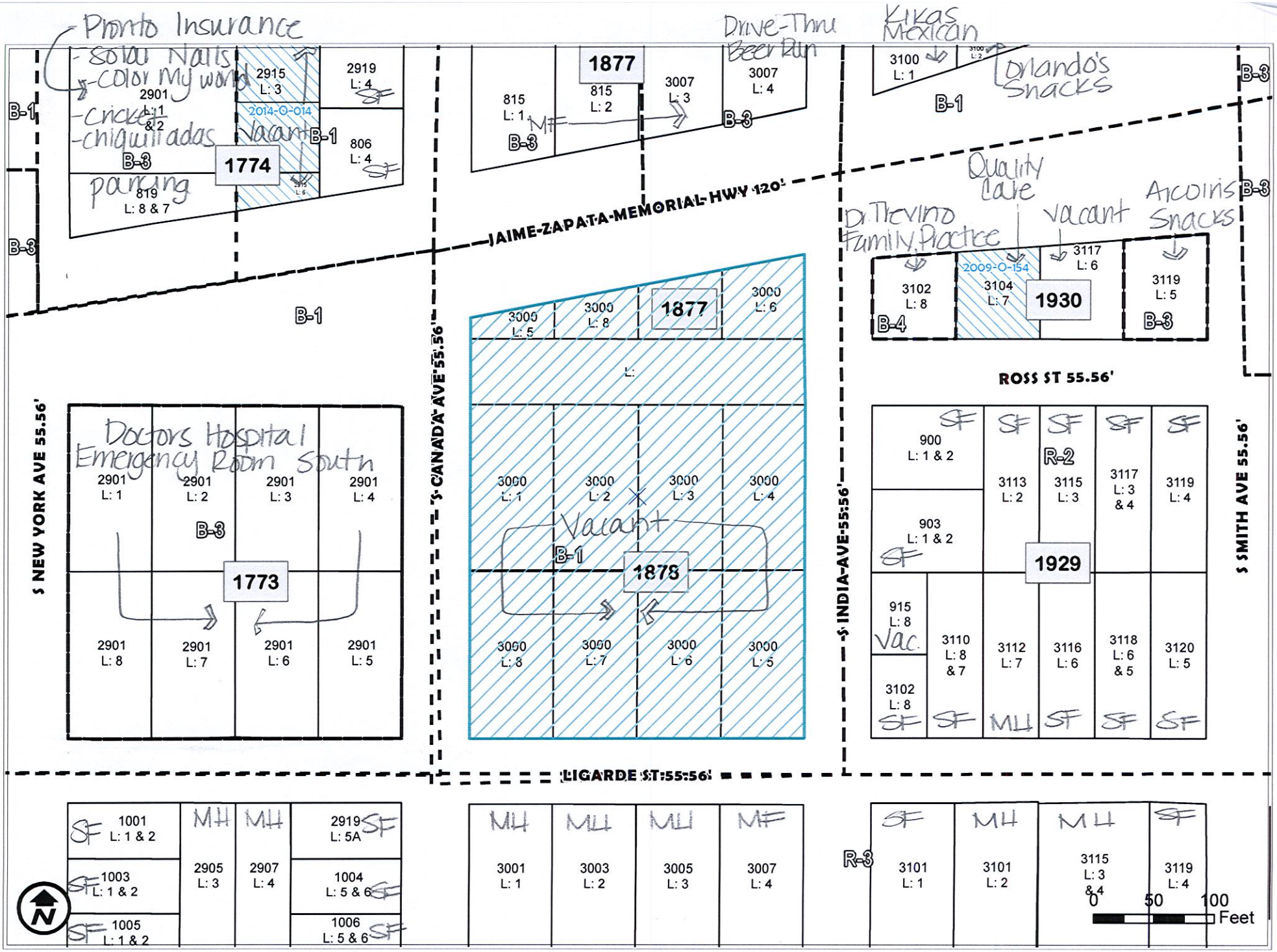
REZONE FROM
B1 (LIMITED COMMERCIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)

ZC-74-2016

3000 Jaime Zapata Memorial Highway

All Block(s) 1877 and 1878 and 15,432.35 SF north of Block 1878 and S of Block 1877.

BBQ
DRIVE THRU
THE
RIB CAGE
SMOKE HOUSE
THE
RIB CAGE
SMOKEHOUSE
3000 Jaime Zapata Memorial Hwy, Laredo, TX, 78043



ZONING MAP
1 inch = 100 feet
Date: 8/8/2016

ZC-74-2016
COUNCIL DISTRICT 2
3000 JAIME ZAPATA MEMORIAL HIGHWAY

REZONE FROM
B1 (LIMITED COMMERCIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)

S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.

Public Hearings (also Intro Ord) **11.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Servando Benavidez & Octavio Benavidez, Owner/ Applicant
Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 8, west 1/3 of Lot 2 and west 1/3 of Lot 7, Block 9, Eastern Division, located at 601 Market St., from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

Staff is not in support of the application and the Planning and Zoning Commission recommends approval of the zone change.

District III

PREVIOUS COUNCIL ACTION

City Council approved Ordinance NO. 2005-O-237 authorizing a Conditional Use Permit for outdoor storage of building materials at the regular Council meeting of October 3, 2005.

This item was tabled at the regular council meeting of September 6, 2016.

BACKGROUND

Council District: III – The Honorable Alejandro “Alex” Perez, Jr.

Proposed use: Body Shop- Collision Center.

Site: The site is currently vacant.

Surrounding land uses: North of the property across Market St. are Yoly’s Cafe, La Ruleta Amusement Redemption Machines, Vacant land, Ace Bolt & Screw Co., Cindy’s Electronics, Multifamily and Single Family residential properties. South of the property is a low density residential district. West of the property is La Chacharita Miscellaneous Store, Vacant warehouses, Veterinary & Ranch Supplies, Cricket wireless, Ice Cream Man Store, and several wholesale stores. East of the property is a low density residential district.

Comprehensive Plan: The Future Land Use Map recognizes this site as Light

Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Market Street as a Major Collector.

Letters sent to surrounding property owners: 23 In Favor: 0 Opposed: 0

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

1. The proposed district is not compatible with the abutting residential uses to the south and east of the property.
2. The proposed district is not consistent with the zones and uses along Market St.
3. The proposed district is not consistent with the Comprehensive Plan's designation for this property as Light Commercial.
4. The property is located on Market Street which does not comply with the B-4 zoning location standards (to be located along a principal arterial street or freeway).

Staff would recommend a Conditional Use Permit for the proposed use

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **7** to **0** vote, recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **does not** support the proposed zone change.

Fiscal Impact

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

FINANCIAL IMPACT:

N/A

Attachments

Ordinance
Zoning Map
Aerial Map
Zoning Overview Map
Future Land Use Map
Pictures
Survey

ORDINANCE NO. 2016-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 1, 8, W 1/3 OF LOT 2 AND W 1/3 OF LOT 7, BLOCK 9, EASTERN DIVISION, LOCATED AT 601 MARKET ST., FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots 1, 8, W 1/3 of Lot 2 and W 1/3 of Lot 7, Block 9, Eastern Division, located at 601 Market St., from B-3 (Community Business District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 4, 2016, 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 September 6, 2016, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lots 1, 8, W 1/3 of Lot 2 and W 1/3 of Lot 7, Block 9, Eastern Division, located at 601 Market St., from B-3 (Community Business District) to B-4 (Highway Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

ZONING MAP
1 inch = 100 feet
Date: 7/25/2016

ZC-73-2016
COUNCIL DISTRICT 3
601 MARKET ST

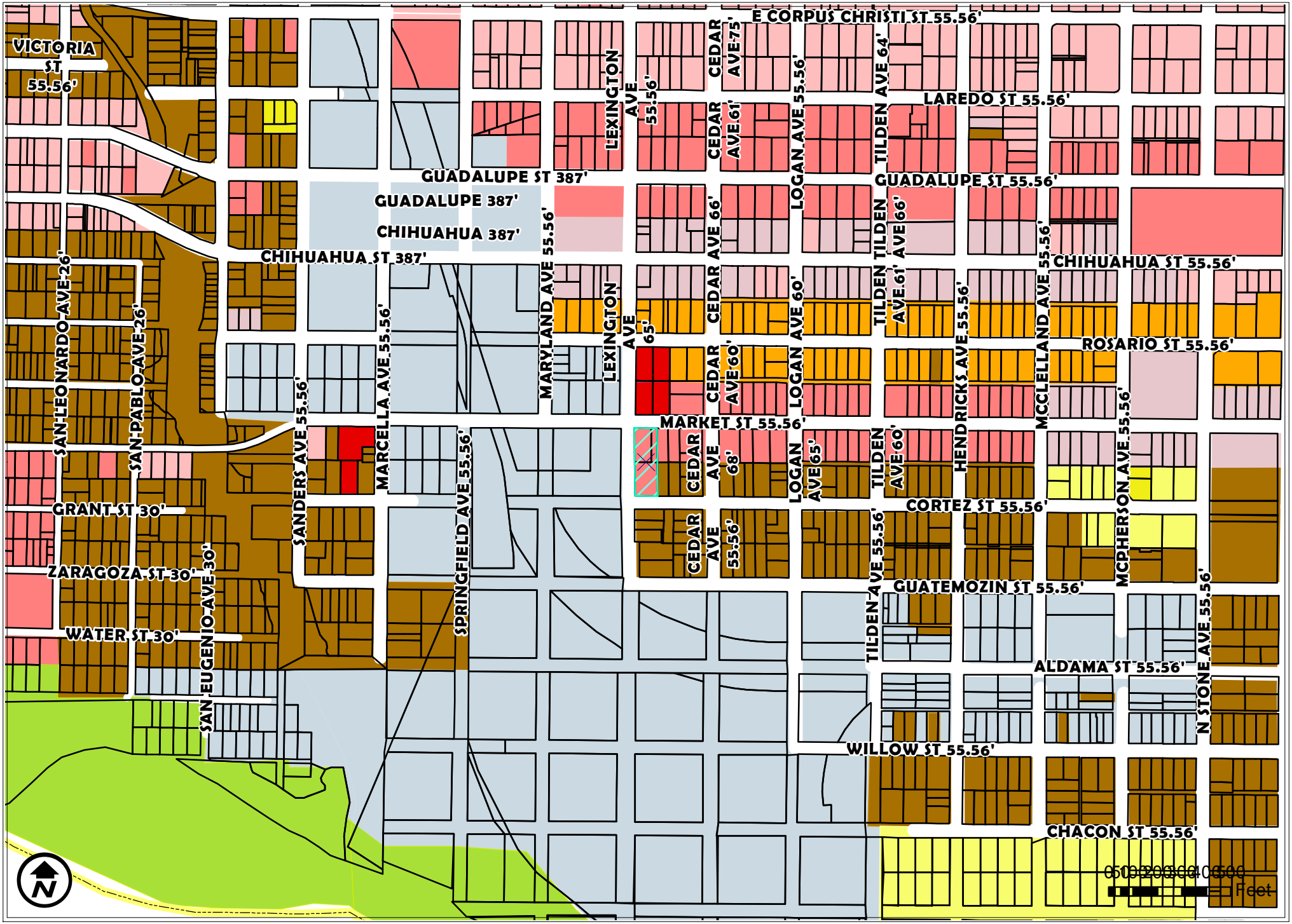
REZONE FROM
B3 (COMMUNITY BUSINESS DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.

AERIAL MAP
1 inch = 100 feet
Date: 7/25/2016

ZC-73-2016
COUNCIL DISTRICT 3
601 MARKET ST

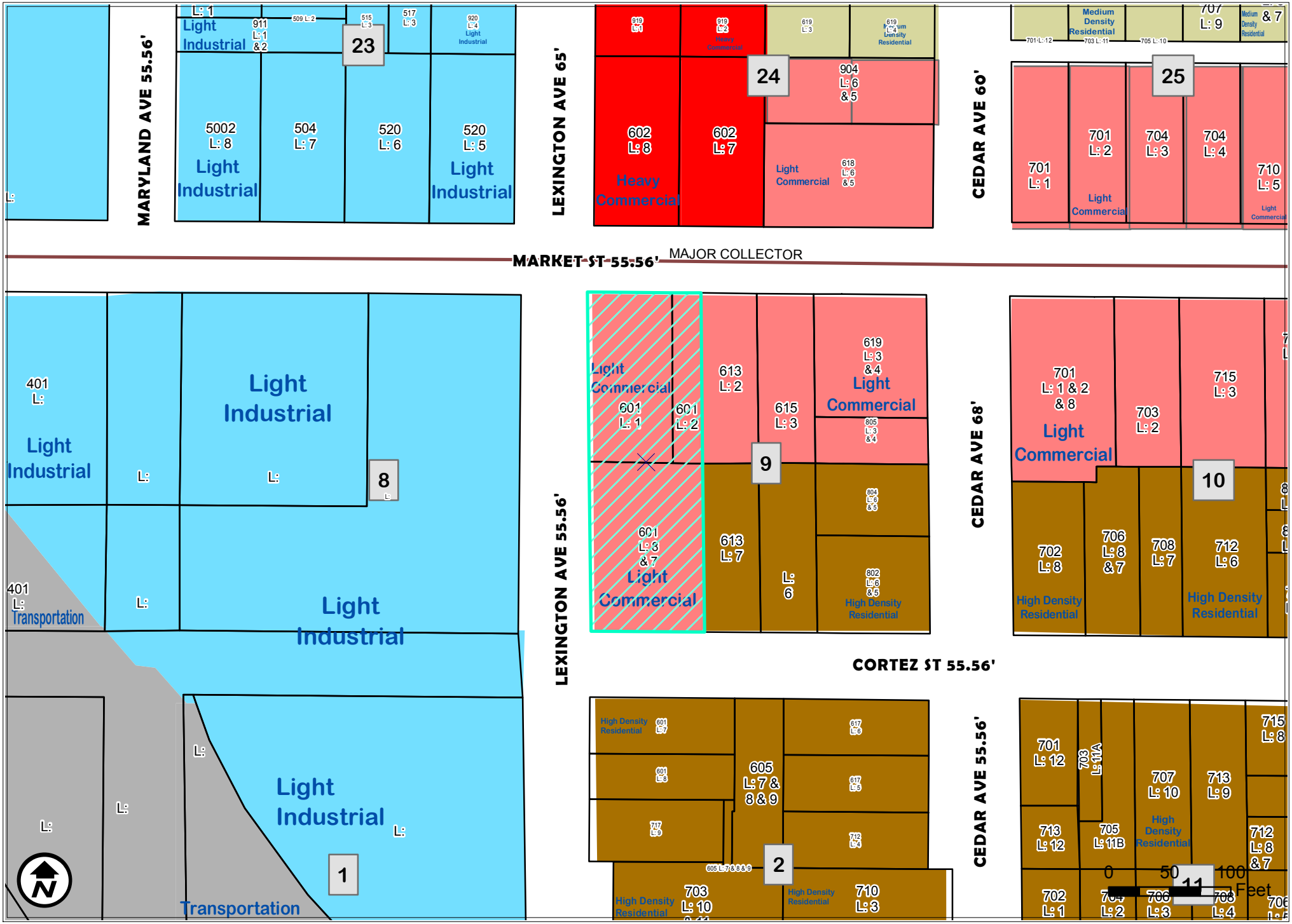
REZONE FROM
B3 (COMMUNITY BUSINESS DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)



ZONING OVERVIEW
1 inch = 500 feet
Date: 7/25/2016

ZC-73-2016
COUNCIL DISTRICT 3
601 MARKET ST

REZONE FROM
B3 (COMMUNITY BUSINESS DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)



FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 7/25/2016

ZC-73-2016
COUNCIL DISTRICT 3
601 MARKET ST

REZONE FROM
B3 (COMMUNITY BUSINESS DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

601 Market Street
B-3 (Community Business District) to B-4 (Highway Commercial District)
ZC-73-2016

North Side (Along Market Street)

West Side (Along Lexington Avenue)

South Side (Along Cortez Street)

200' NOTIFICATION
1 inch = 100 feet
Date: 7/25/2016

ZC-73-2016
COUNCIL DISTRICT 3
601 MARKET ST

REZONE FROM
B3 (COMMUNITY BUSINESS DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Raul Casso, City Attorney

SUBJECT

An Ordinance of the City of Laredo, Texas, adding a new section to Article VI, "Operation," Division 2, "Miscellaneous Driving Rules," of Chapter 19, "Motor Vehicles and Traffic," of the Laredo Code of Ordinances, relating to restrictions on operating a motor vehicle near vulnerable road users, and creating an offense.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

None.

COMMITTEE RECOMMENDATION

That this Ordinance be passed.

STAFF RECOMMENDATION

That this Ordinance be passed.

Introductory Ordinances **13.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Yvette Limon, Acting Bridge Director

SUBJECT

Authorizing the City Manager to execute a revocable license agreement for non-federal use of real property (GS-07B-99215) between the City of Laredo and the United States General Services Administration (GSA) for the purpose of allowing the City of Laredo Bridge Department to use, repair and maintain a dedicated Automatic Vehicle Identification (AVI) lane with toll collection booth for non-commercial customers to use when traveling southbound into Mexico at the Juarez/Lincoln Bridge. The term of the license agreement is for five (5) years beginning on September 20, 2016 to September 19, 2021. **(Approved by Operations Committee)**

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The United States General Services Administration (GSA) will grant the City of Laredo permission for the purpose of allowing the City of Laredo Bridge Department to continue to use, repair and maintain a dedicated Automatic Vehicle Identification (AVI) lane with toll collection booth for non-commercial customers to use when traveling southbound into Mexico at the Juarez/Lincoln Bridge. The improvements consist of a shade structure, toll collection booth, manual lane terminal, tag reader, lane controller, antennae and motorized gate arm and digital message sign. The term of the license agreement is for five (5) years beginning on September 20, 2016 to September 19, 2021. Renewal may be requested by the City of Laredo at or near the end of the five (5) year period.

COMMITTEE RECOMMENDATION

Authorize the City Manager to execute a revocable license agreement for non-federal use of real property between the City of Laredo and the United States General Services Administration (GSA).

STAFF RECOMMENDATION

Authorize the City Manager to execute a revocable license agreement for non-federal use of real property between the City of Laredo and the United States General Services Administration (GSA).

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

There is no financial impact to the City of Laredo

Attachments

Ordinance-AVI Lane J&L Bridge
Revocable License Agreement

ORDINANCE

AUTHORIZING THE CITY MANAGER TO EXECUTE A REVOCABLE LICENSE AGREEMENT FOR NON-FEDERAL USE OF REAL PROPERTY (GS-07B-99215) BETWEEN THE CITY OF LAREDO AND THE UNITED STATES GENERAL SERVICES ADMINISTRATION (GSA) FOR THE PURPOSE OF ALLOWING THE CITY OF LAREDO BRIDGE DEPARTMENT TO USE, REPAIR AND MAINTAIN A DEDICATED AUTOMATIC VEHICLE IDENTIFICATION (AVI) LANE WITH TOLL COLLECTION BOOTH FOR NON-COMMERCIAL CUSTOMERS TO USE WHEN TRAVELING SOUTHBOUND INTO MEXICO AT THE JUAREZ/LINCOLN BRIDGE. THE TERM OF THE LICENSE AGREEMENT IS FOR FIVE (5) YEARS BEGINNING ON SEPTEMBER 20, 2016 TO SEPTEMBER 19, 2021.

WHEREAS, the United States General Services Administration (GSA) will grant the City of Laredo permission for the purpose of allowing the City of Laredo Bridge Department to continue to use, repair and maintain a dedicated Automatic Vehicle Identification (AVI) lane with toll collection booth for non-commercial customers to use when traveling southbound to Mexico; and

WHEREAS, the improvements consist of a shade structure, toll collection booth, manual lane terminal, tag reader, lane controller, antennae and motorized gate arm, digital message sign; and

WHEREAS, the term of the license agreement is for five (5) years beginning on September 20, 2016 to September 19, 2021. Renewal may be requested by the City of Laredo at or near the end of the five (5) year period.

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

Section 1. It hereby authorizes the City Manager to execute a revocable license agreement for non-federal use of real property (GS-07B-99215) between the City of Laredo and the United States General Services Administration (GSA) for the purpose of allowing the City of Laredo Bridge Department to use, repair and maintain a dedicated Automatic Vehicle Identification (AVI) lane with toll collection booth for non-commercial customers to use when traveling southbound into Mexico at the Juarez/Lincoln Bridge. The term of the license agreement is for five (5) years beginning on September 20, 2016 to September 19, 2021.

Section 2. That this ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE _____ DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO "BETO" L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:

_____
RAUL CASSO
CITY ATTORNEY

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO.
GS-07B-99215

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE	3. ADDRESS
City of Laredo, a Municipal Corporation	1110 Houston Street, Laredo, TX 78042-0579

4. PROJECT DESIGNATION AND ADDRESS	5. MAXIMUM PERIOD COVERED	
	FROM	TO
Juarez & Lincoln Bridge # 2, Termination of I-35, Laredo, TX 78040-9998	September 20, 2016	September 19, 2021

6. CONSIDERATION ($)

Zero Dollars and Zero Cents ($0) and mutual covenants contained herein

7. DESCRIPTION OF PROPERTY AFFECTED

(As shown on Exhibit "A" *, attached hereto and made a part hereof.)*

8. PURPOSE OF LICENSE

Allow City of Laredo Bridge Department to use, repair and maintain a dedicated Automatic Vehicle Identification (AVI) lane with toll collection booth for non-commercial customers to use when traveling southbound into Mexico. The improvements consist of a shade structure, toll collection booth, manual lane terminal, tag reader, lane controller, antennae motorized gate arm and digital message sign.

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS

1. Licensee – City of Laredo Contact: Yvette Limon, CPM, Acting Bridge Director, 956-721-2074, ylimon@ci.laredo.tx.us
2. Licensor – GSA Contact: Property Managers, Edgardo Perez, 956-898-3292, edgardo.perez-cosme@gsa.gov; Gabriel Vargas, 956-493-77671, gabriel.vargas@gsa.gov
3. Maintenance or repair to the AVI Booth and associated improvements must be coordinated with GSA Property Management.
4. This License covers a five (5) year period. Renewal may be requested by the Licensee at or near the end of the five (5) year period.

That condition(s) No.(s) N/A **was (were) deleted before the execution of this license.**

GENERAL SERVICES ADMINISTRATION LICENSOR	LICENSEE
DATED *(Month, day, year)*	ACCEPTED *(Month, day, year)*
BY *(Signature)*	BY *(Signature)*
NAME	NAME
TITLE	TITLE

If License is a Corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL)

NAME OF CERTIFIER

TITLE OF CERTIFIER

NAME OF LICENSE SIGNER

TITLE OF LICENSE SIGNER

SIGNATURE OF CERTIFIER

11. GENERAL CONDITIONS

a. **COMPLIANCE.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the General Services Administration, hereinafter referred to as GSA.

b. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property and installation or structure of any kind or character, expect such as are specifically authorized herein.

c. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, Laws) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.

d. **SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.

e. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.

f. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of license, including failure to comply with the obligations of said license, to the extent provided by State Law.

g. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.

h. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

i. **NOTICE.** Any property of the license installed or located on the property affected by he license shall be removed upon 30 days' written notice from GSA.

j. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.

k. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.

l. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting , exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.

m. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as GSA may hereafter prescribed.

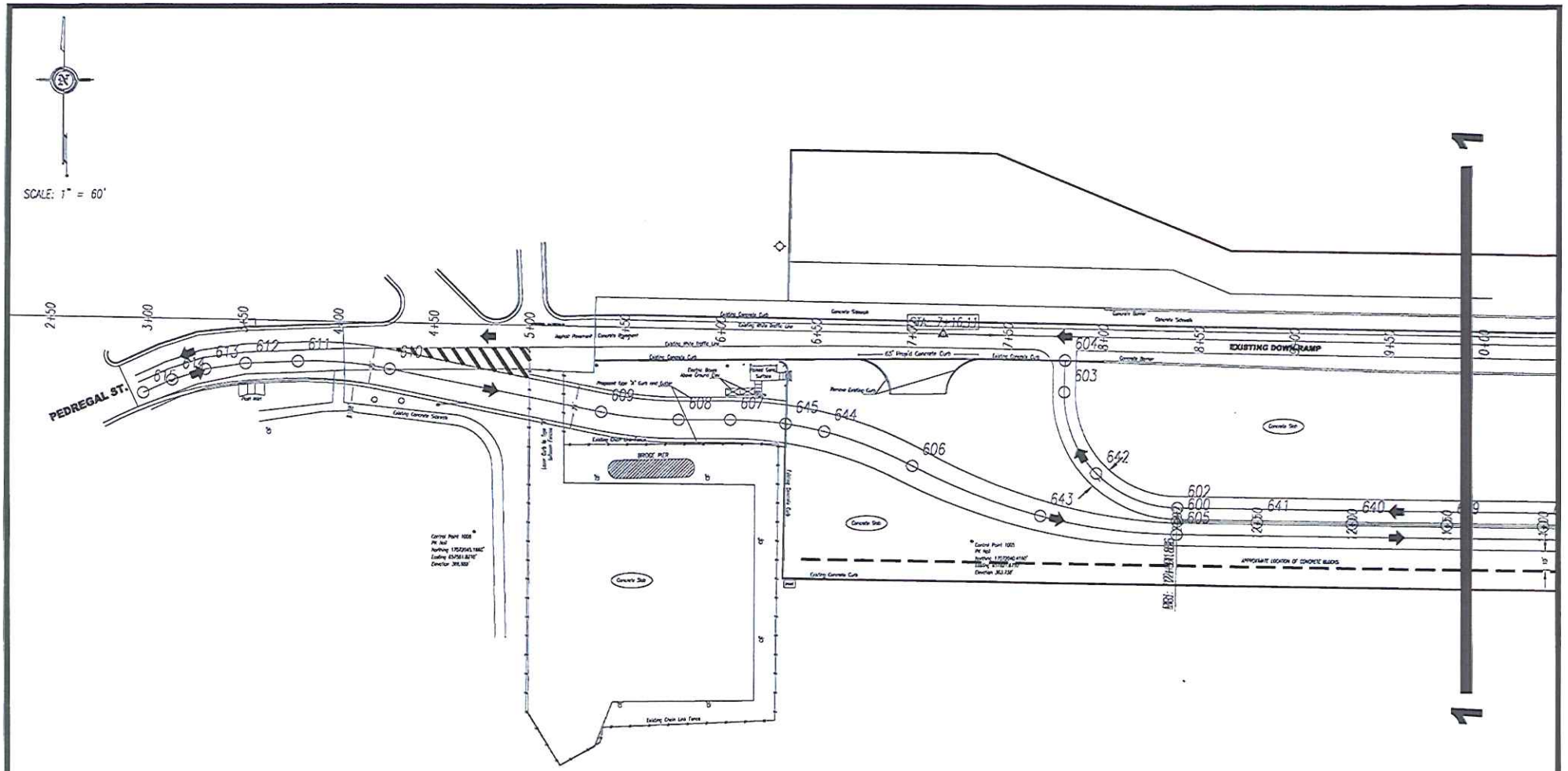
n. **ATTEMPTED VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of GSA.

o. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of GSA (41 CFR Subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellations revocation of the license.

Exhibit "A" (1 of 4)

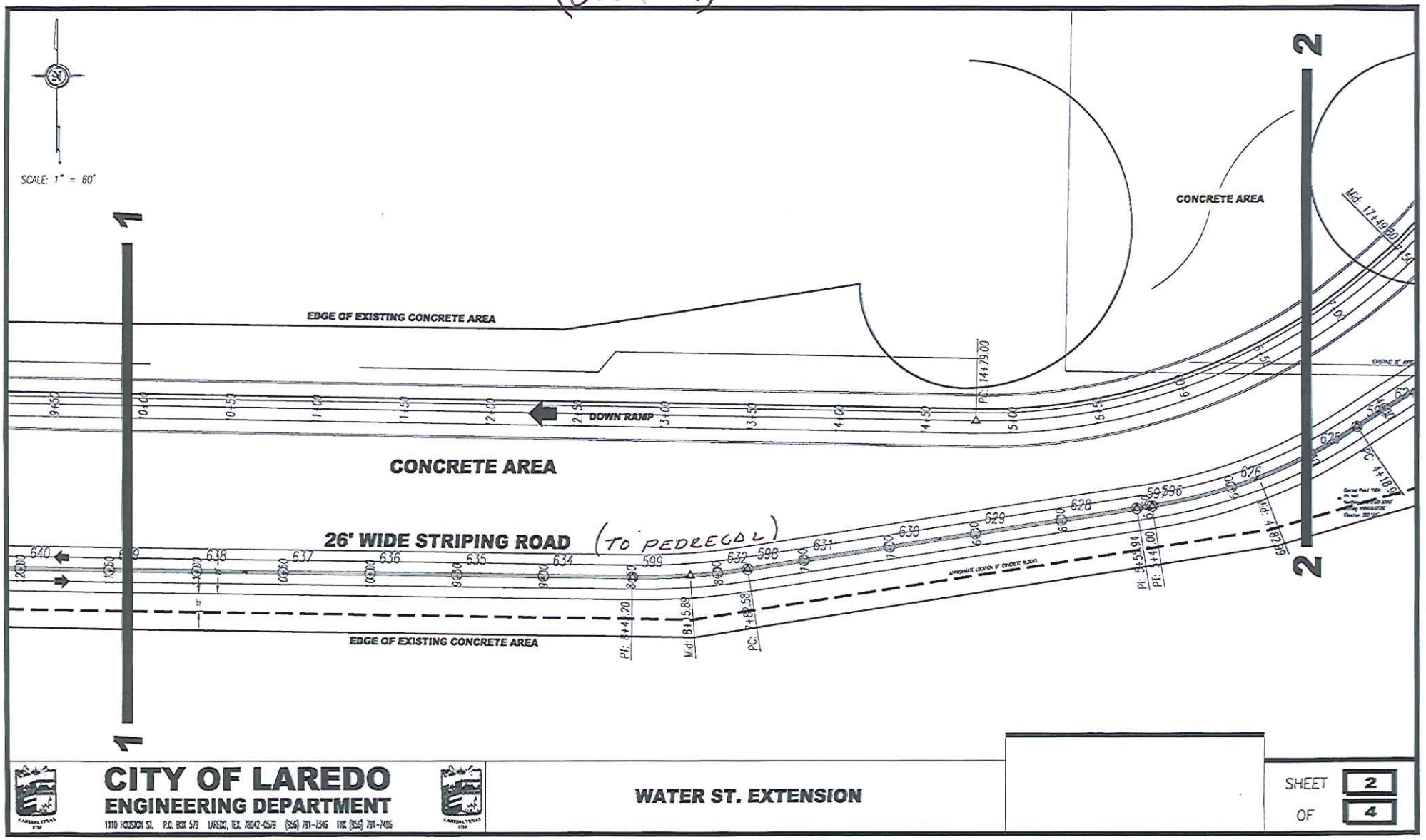


CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. P.O. BOX 579 LAREDO, TEX. 78042-0579 (956) 791-7345 FAX (956) 791-7486

WATER ST. EXTENSION

SHEET 1 OF 4

(2 of 4)

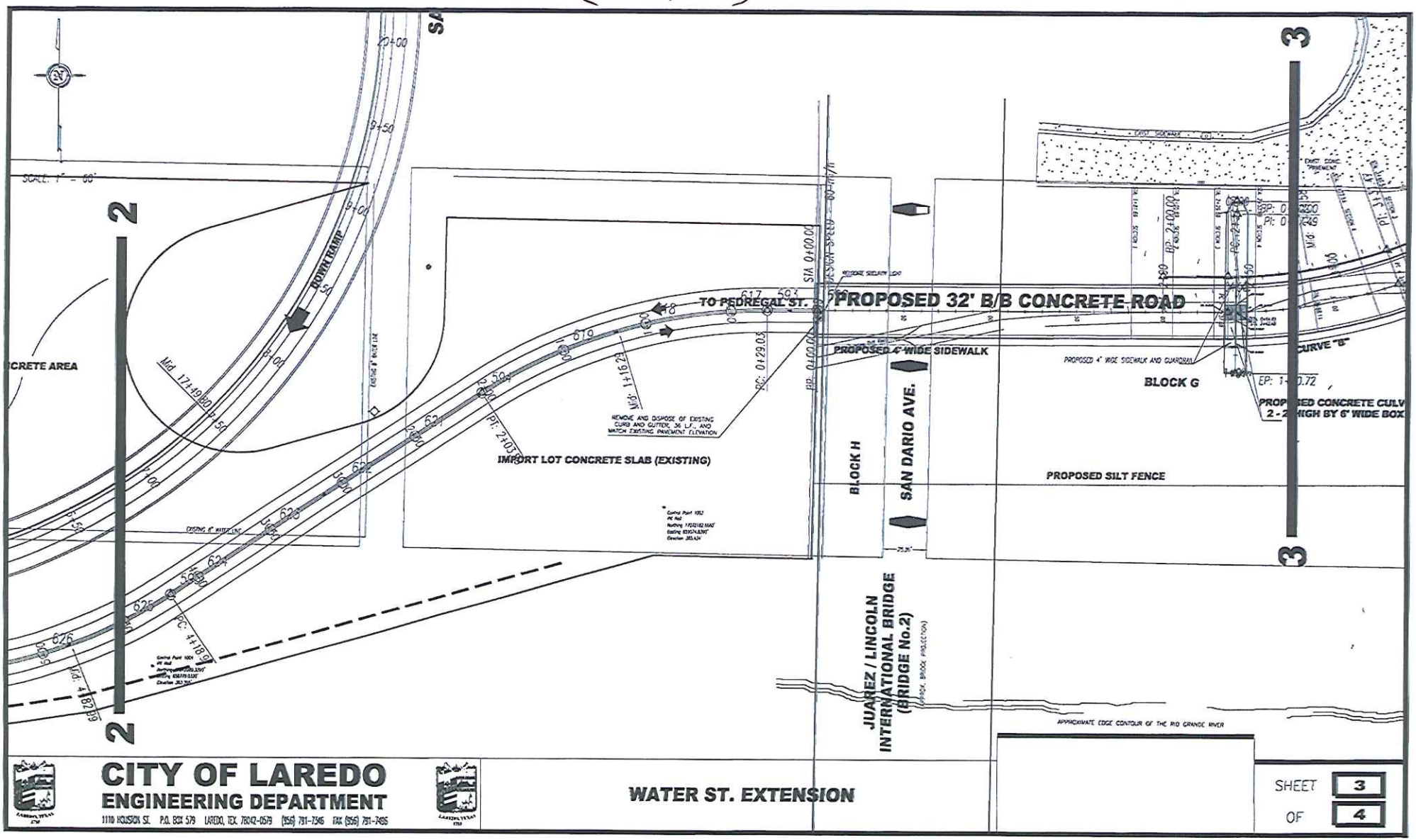


CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. P.O. BOX 579 LAREDO, TEX. 78042-0579 (956) 791-7346 FAX (956) 791-7486

WATER ST. EXTENSION

SHEET 2
OF 4

(3 of 4)

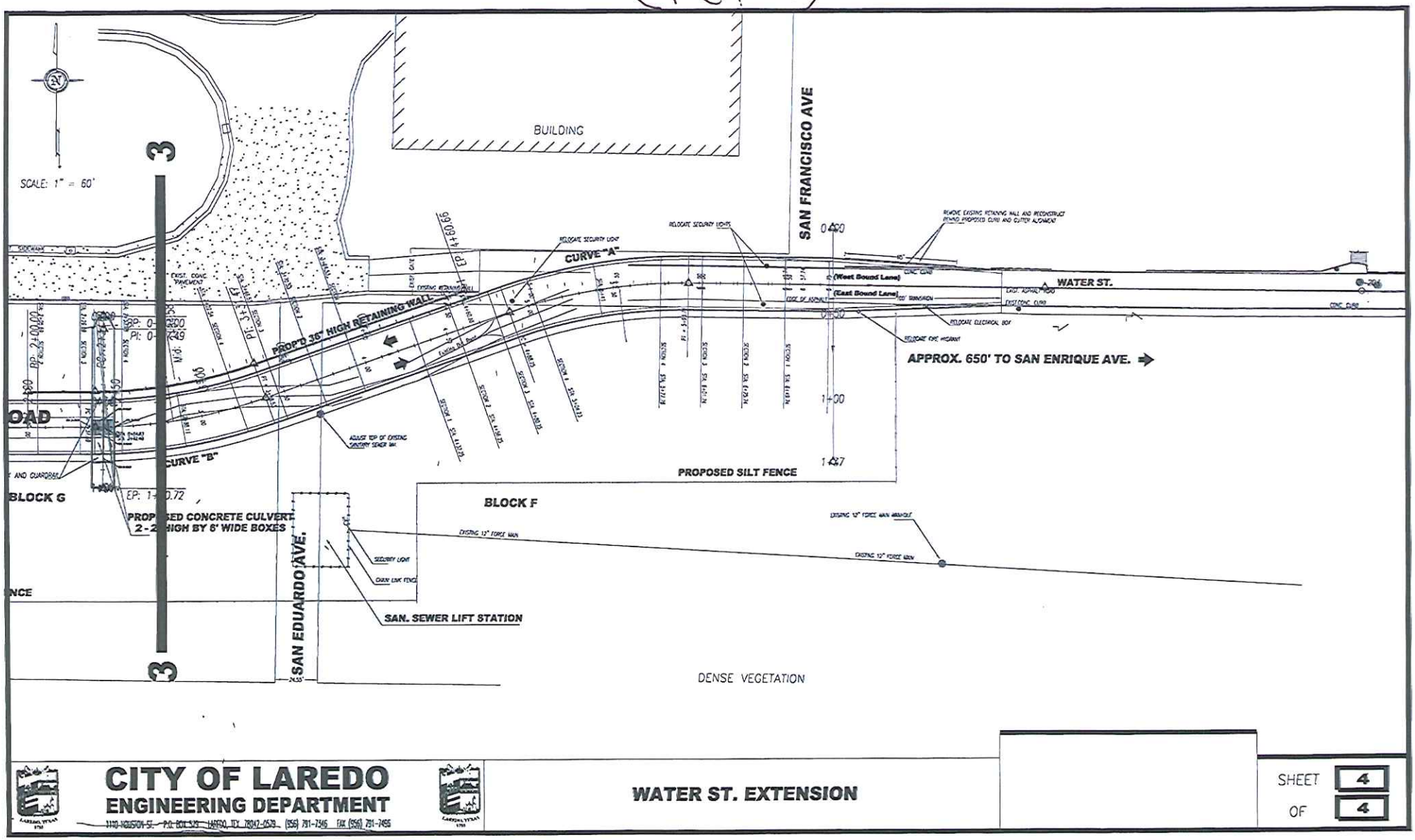


CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. P.O. BOX 579 LAREDO, TEX. 78042-0579 (956) 791-7346 FAX (956) 791-7485

WATER ST. EXTENSION

SHEET 3
OF 4

(4 of 4)



CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. P.O. BOX 579 LAREDO, TX 78042-0579 (956) 791-7345 FAX (956) 791-7456

WATER ST. EXTENSION

SHEET 4
OF 4

Exhibit "B" (1 of 3)

TML
INTERGOVERNMENTAL RISK POOL

Certificate of Coverage

TMLIRP Contract Number:	8235

Member:
Laredo
Ms. Monica Flores
HR Director
1102 Bob Bullock Loop
Laredo, Texas 78043

Company Affording Coverage:
Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:
United States of America
General Services Administration
Greater Southwest Region
819 Taylor Street - 7PT, 12A-5580
Fort Worth, Texas 76102

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

General Liability	Effective Date:	10/1/2015
	Anniversary Date:	10/1/2016
Limits of Liability (Each Occurrence):		$1,000,000
Sudden Events Involving Pollution (Each Occurrence):		$1,000,000
Annual Aggregate:		$2,000,000
Deductible per Occurrence:		$5,000
Law Enforcement Liability	Effective Date:	
	Anniversary Date:	
Limits of Liability (Each Occurrence):		
Annual Aggregate:		
Deductible per Occurrence:		
Errors and Omissions Liability	Effective Date:	
	Anniversary Date:	
Limits of Liability(Each Wrongful Act):		
Annual Aggregate:		
Deductible per Occurrence:		
Auto Liability	Effective Date:	10/1/2015
	Anniversary Date:	10/1/2016
Limits of Liability (Each Occurrence):		$1,000,000
Deductible per Occurrence:		$5,000
Auto Physical Damage	Effective Date:	
	Anniversary Date:	
Limits of Liability:		
Collision Deductible:		
Comprehensive Deductible:		

	Yes	No
Loss Payee:		

Real & Personal Property	Effective Date:	
	Anniversary Date:	
Limits of Coverage:		
Deductible per Occurrence:		
Mobile Equipment	Effective Date:	
	Anniversary Date:	
Limits of Coverage:		
Deductible per Occurrence:		
Boiler & Machinery - Broad Form	Effective Date:	
	Anniversary Date:	
Per Accident Limit:		
Deductible per Occurrence:		

	Yes	No
Mortgagee		
Loss Payee		
Loan Number:		

Year/Make/Model	VIN	Value
Loan Number:		

DESCRIPTION:
Evidence of coverage for Revocable License GS-07B-99198, which allows the City's LPOE staff to direct selected bridge patrons at the World Trade International Bridge, Land Port Entry to travel, ingress and and egress, known as "Turnaround Road", additionally it allows the City's LPOE staff access, and controlled uses of an area of land commonly known as "Inspiration Point", for celebratory, ceremonies, and dignitary activities.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Corby Bittner

Date Issued: 3/25/2016

X102
2/10/2015

(2 of 3)

Certificate of Coverage

TMLIRP Contract Number:	8235

Member:

Laredo
Ms. Monica Flores
HR Director
1102 Bob Bullock Loop
Laredo, Texas 78043

Company Affording Coverage:

Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:

United States of America
General Services Administration
Greater Southwest Region
819 Taylor Street - 7PT, 12A-5580
Fort Worth, Texas 76102

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

Workers' Compensation

Effective Date: 10/1/2015 Anniversary Date: 10/1/2016

Limits of Liability: Statutory

DESCRIPTION:

Evidence of coverage for Revocable License GS-07B-99198, which allows the City's LPOE staff to direct selected bridge patrons at the World Trade International Bridge, Land Port Entry to travel, ingress and and egress, known as "Turnaround Road", additionally it allows the City's LPOE staff access, and controlled uses of an area of land commonly known as "Inspiration Point", for celebratory, ceremonies, and dignitary activities.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Corby Bittner

Date Issued: 3/25/2016

X119
2/10/2015

(3 of 3)

ADDITIONAL COVERED PARTY - OTHER GOVERNMENTAL ENTITY LIMITED TO ACTIVITIES OF THE FUND MEMBER

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverages shown below:

GENERAL LIABILITY
AUTOMOBILE LIABILITY
LAW ENFORCEMENT LIABILITY
ERRORS & OMISSIONS LIABILITY

Entity Name : Laredo
Entity ID : 8235
Effective Date : 3/25/16

It is agreed that the "Covered Parties" provisions of the coverages listed above are amended to include as a **covered party** the governmental entity named below, but only with respect to the liability arising out of activities of the **Fund Member**. Such coverage shall not exceed the limits of coverage as set forth in the **Declarations**.

Governmental Entity: United States of America
General Services Administration
Greater Southwest Region
Address: 819 Taylor Street – 7PT, 12A-5580
City, State & Zip Code: Fort Worth, Texas 76102

Description

Evidence of coverage Revocable License GS-07B-99198 for the areas referred to "Turnaround Road" and "Inspiration Point"

Introductory Ordinances **14.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Raul Casso, City Attorney

SUBJECT

An Ordinance of the City of Laredo amending Code of Ordinances, Article IV, Bicycles and Play Vehicles, Division 2, Bicycle License, to repeal the requirement of a City issued license before a person may ride or propel a bicycle on any street or public highway.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

The Ordinance was introduced on September 6, 2016 and passed as amended by the City Council.

BACKGROUND

None.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends introduction of Ordinance.

Fiscal Impact

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

FINANCIAL IMPACT:

N/A

Attachments

ORDINANCE NO. 19-121-124

AN ORDINANCE OF THE CITY OF LAREDO AMENDING CODE OF ORDINANCES, ARTICLE IV, BICYCLES AND PLAY VEHICLES, DIVISION 2, BICYCLE LICENSE, TO REPEAL THE REQUIREMENT OF A CITY ISSUED LICENSE BEFORE A PERSON MAY RIDE OR PROPELL A BICYCLE ON ANY STREET OR PUBLIC HIGHWAY

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

WHEREAS, the City Council of the City of Laredo previously adopted Ordinance No. 19-121-124, "Bicycles and Play Vehicles," Division 2, "Bicycle License," the provisions of which have been codified at Chapter 19, Article IV of the City Code; and,

WHEREAS, City Council has determined that the license requirement inhibits the promotion of bicycling as recreational activity that itself promotes health and well being and serves no useful purpose,

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

Chapter 19, Article IV, Division 2 of the Code of Ordinances is repealed as follows:

~~{DIVISION 2. BICYCLE LICENSE}~~

~~{Sec. 19-121 Required.}~~

~~{ No person shall ride or propel a bicycle upon any street or other public highway or upon any part thereof without a proper license issued by the City.}~~

~~{Sec. 19-122 Application.}~~

~~{Any person desiring a bicycle license shall apply to the police department upon a form approved by the city commission giving such information as may be prescribed upon such form.}~~

~~{Sec. 19-123 Issuance.}~~

~~{Upon receipt of an application for a bicycle license the police department shall issue the applicant the required license tag.}~~

~~{Sec. 19.124. Fee.}~~

~~{Upon the granting of a bicycle license the person to whom it is issued shall pay to the city the sum of one dollar ($1.00).}~~

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

__DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO "BETO" L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:

_____
RAUL CASSO
CITY ATTORNEY

Final Reading of Ordinances **15.**

City Council-Regular

Meeting Date: 09/19/2016

Initiated By: Jesus Olivares, City Manager

Staff Source: Horacio De Leon, Assistant City Manager, Rosario Cabello, Finance Director, Martin Aleman, Budget Manager

---

SUBJECT

2016-O-137 Adopting the proposed Annual Budget for fiscal year 2016-2017 by appropriating the revenues, expenditures and balances reported therein for the year beginning October 1, 2016, and ending September 30, 2017, consistent with the financial plan described in said annual budget (see exhibit “A”) and motions approved by City Council at public workshop (see exhibit “B”) and authorizing the City Manager to implement said Annual Budget. **AS AMENDED.**

PREVIOUS COUNCIL ACTION

A public hearing and introductory ordinance on this item was held on September 6, 2016 and was approved, as amended, by City Council.

BACKGROUND

Section 6.04 of the City Charter requires that a City budget be prepared, and it shall contain a general summary of its contents, a detail of estimated income, indicating the proposed property tax levy, with estimated collectible and uncollectible amounts, and all proposed expenditures, including debt service, for the ensuing fiscal year, and it must be arranged as to show comparative figures for estimated income and expenditures for the current fiscal year and actual income and expenditures of the preceding year. Section 6.06 of the City Charter requires that the Council shall publish on five separate days in a newspaper of general circulation in the City a notice of the general summary of the budget and capital improvements projects. The notice must state: (1) the times and places where copies of the budget are available for inspection by the public and (2) the time and place, not less than fourteen (14) calendar days after such publication, for a public hearing on the budget. The dates of publication were August 3 through August 7. The Council shall hold at least one public hearing during the period of its consideration.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends approval of this ordinance.

Attachments

Ordinance 2016-O-137
Cover Page with HB Wording
Exhibit "A"
Exhibit B

ORDINANCE No. 2016-O-137

ADOPTING THE PROPOSED ANNUAL BUDGET FOR FISCAL YEAR 2016-2017 BY APPROPRIATING THE REVENUES, EXPENDITURES AND BALANCES REPORTED THEREIN FOR THE YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, CONSISTENT WITH THE FINANCIAL PLAN DESCRIBED IN SAID ANNUAL BUDGET (SEE EXHIBIT "A") AND MOTIONS APPROVED BY CITY COUNCIL AT PUBLIC WORKSHOP (SEE EXHIBIT "B") AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT SAID ANNUAL BUDGET. (AS AMENDED)

WHEREAS, on July 26, 2016, Council was presented with the proposed 2016-2017 annual budget as required by The City of Laredo Charter Section 6.02 Submission Of Budget: "At least sixty (60) days before the end of the fiscal year, the City Manager shall present to the Council a budget for the ensuing fiscal year with an accompanying message"; and

WHEREAS, on August 8 and 9, 2016, Council held a public workshop to review the proposed 2016-2017 annual budget;

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

1. The Annual Budget for Fiscal Year 2016-2017 as amended during the budget workshop is hereby adopted; and

2. The following appropriations for Fiscal Year 2016-2017 are hereby authorized as further detailed in Exhibit "A" and incorporated as if set out at length herein:

   Total Operating Expenditures and Transfers..... $620,190,102

3. This ordinance incorporates as if set out here at length the motions approved by City Council attached as Exhibit "B."

4. The City Manager is hereby authorized to implement the said budget for the Fiscal Year beginning October 1, 2016 and ending September 30, 2017.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 19th DAY OF SEPTEMBER, 2016.

_____
PETE SAENZ
Mayor

ATTEST:

_____
HEBERTO "BETO" L. RAMIREZ
Acting City Secretary

APPROVED AS TO FORM:

_____
RAUL CASSO
City Attorney

CITY OF LAREDO

Annual Budget

Fiscal Year
October 1, 2016 - September 30, 2017

Prepared By:
Financial Services Department
Budget Division

This budget will raise more total property taxes than last year's budget by $3,885,769 or 5.34% and of that amount $1,707,978 is tax revenue to be raised from new property added to the tax roll this year. **This additional amount is due entirely to increases in property tax valuations and new property added to the tax roll and NOT to any increase of the current tax rate of $.637.**

CITY OF LAREDO

CONSOLIDATED BUDGET

FY 2016-2017

FUND	Beginning Balance 10/01/16	Revenues Excluding Transfers	Transfers	Revenues Including Transfers	Total Available	Operating Expenditures & Transfers	Closing Balance 9/30/17
GOVERNMENTAL FUNDS							
GENERAL FUND	$44,391,444	$158,718,756	$24,440,985	$183,159,741	$227,551,185	$183,209,056	$44,342,129
SPECIAL REVENUE FUNDS							
Community Development	-	3,536,125	-	3,536,125	3,536,125	3,536,125	-
Housing Rehab	9,950	72,000	-	72,000	81,950	72,000	9,950
Home Investment Partnership	-	1,044,403	-	1,044,403	1,044,403	1,044,403	-
Emergency Solutions Grant	-	311,462	-	311,462	311,462	311,462	-
Community Development ARRA	-	28,679	-	28,679	28,679	28,679	-
Laredo Public Facility Corporation	-	37,623	-	37,623	37,623	37,623	-
Home Investment Affordable Housing	-	52,038	-	52,038	52,038	52,038	-
Animal Care	-	106,050	2,151,739	2,257,789	2,257,789	2,257,789	-
Auto Theft Task Force	-	638,068	475,427	1,113,495	1,113,495	1,113,495	-
Financial Task Force	2,434,471	1,150,308	-	1,150,308	3,584,779	1,017,908	2,566,871
Health Fund	-	14,783,585	2,949,462	17,733,047	17,733,047	17,733,047	-
Special Police Program	-	3,226,192	571,566	3,797,758	3,797,758	3,797,758	-
Airport	2,878,530	8,984,013	750,000	9,734,013	12,612,543	9,867,912	2,744,631
Hotel-Motel Tax	4,817,042	3,826,791	-	3,826,791	8,643,833	5,115,361	3,528,472
PEG Fund	626,861	307,060	-	307,060	933,921	933,921	-
Max Mandel Golf Course	391,781	1,485,144	400,000	1,885,144	2,276,925	1,978,694	298,231
Recreation Fund	478,731	304,630	300,000	604,630	1,083,361	640,759	442,602
Environmental Services	2,900,898	6,216,529	-	6,216,529	9,117,427	6,222,453	2,894,974
Environmental Services - Capital Proj.	-	191	-	191	191	191	-
Stormwater Improvement	1,457,364	2,302,200	-	2,302,200	3,759,564	3,759,564	-
Convention & Visitor's Bureau	-	191,500	3,297,333	3,488,833	3,488,833	3,488,833	-
Parking Meters Fund	1,802,890	1,628,772	-	1,628,772	3,431,662	2,318,779	1,112,883
Sports and Community Venue	20,944,831	8,119,674	-	8,119,674	29,064,505	14,061,679	15,002,826
Sports and Community Venue Debt Service	2,084,802	12,500	3,354,361	3,366,861	5,451,663	3,463,213	1,988,450
Laredo Energy Arena	-	3,928,666	1,641,466	5,570,132	5,570,132	5,570,132	-
FAA Noise Abatement Lease Prg	537,528	1,681,686	-	1,681,686	2,219,214	1,975,545	243,669
911 Regional Communication	2,645	2,481,630	-	2,481,630	2,484,275	2,484,275	-
Keep Laredo Beautiful	-	25,000	129,000	154,000	154,000	154,000	-
Special Fire Grants	-	7,325,000	-	7,325,000	7,325,000	7,325,000	-
Police Trust Fund	851,778	385,900	-	385,900	1,237,678	751,012	486,666
DEBT SERVICE FUNDS							
Debt Service	4,343,510	17,775,208	7,117,247	24,892,455	29,235,965	24,183,338	5,052,627
PERMANENT FUND							
Canseco Endowment Fund	23,708	400	-	400	24,108	18,000	6,108
CAPITAL PROJECTS FUNDS							
Capital Improvements Fund	7,553,627	1,537,293	5,885,917	7,423,210	14,976,837	14,976,837	-
Airport Construction Fund	(29,519)	105,350	1,158,003	1,263,353	1,233,834	1,233,834	-
Capital Projects	-	131,630	-	131,630	131,630	131,630	-

CITY OF LAREDO

CONSOLIDATED BUDGET

FY 2016-2017

FUND	Beginning Balance 10/01/16	Revenues Excluding Transfers	Transfers	Revenues Including Transfers	Total Available	Operating Expenditures & Transfers	Closing Balance 9/30/17
PROPRIETARY FUNDS							
ENTERPRISE FUNDS							
Bridge System / Operating	$2,123,728	$62,177,632	-	$62,177,632	$64,301,360	$62,091,556	$2,209,804
Bridge Construction	600,000	10,268	1,300,000	1,310,268	1,910,268	1,910,268	-
Bridge System Debt Service	4,212,597	27,021	8,744,543	8,771,564	12,984,161	9,093,407	3,890,754
Bridge System - Capital Projects	-	27,898	-	27,898	27,898	27,898	-
Bridge Refrigerated Inspection Facility	101,950	15,000	15,000	30,000	131,950	131,950	-
Laredo Metro, Inc. & Transit System	2,537,814	15,756,304	7,729,176	23,485,480	26,023,294	25,776,178	247,116
Municipal Housing	910,723	1,553,899	-	1,553,899	2,464,622	2,041,124	423,498
Solid Waste Management	15,699,580	24,005,020	-	24,005,020	39,704,600	22,856,950	16,847,650
Solid Waste Capital Projects	-	21,323	-	21,323	21,323	21,323	-
Solid Waste Debt Service	-	-	5,406,016	5,406,016	5,406,016	5,406,016	-
Water System / Operating	27,446,544	45,734,296	-	45,734,296	73,180,840	44,882,900	28,297,940
Water System Debt Service	12,187,745	899,466	17,080,253	17,979,719	30,167,464	18,043,126	12,124,338
Water Operational Construction	-	-	1,167,703	1,167,703	1,167,703	1,167,703	-
Water Availability	1,227,433	1,350,084	-	1,350,084	2,577,517	1,440,000	1,137,517
Water - Capital Projects	-	81,168	-	81,168	81,168	81,168	-
Sewer System / Operating	28,964,249	33,894,820	-	33,894,820	62,859,069	31,489,142	31,369,927
Sewer Operational Construction	-	-	763,465	763,465	763,465	763,465	-
Sewer System Debt Service	9,360,229	59,761	10,381,263	10,441,024	19,801,253	10,833,619	8,967,634
Sewer Bonds	-	92,525	-	92,525	92,525	92,525	-
INTERNAL SERVICE FUNDS							
Fleet Management	1,087,259	4,941,243	6,350,000	11,291,243	12,378,502	11,890,294	488,208
Risk Management	4,473,094	23,299	6,959,768	6,983,067	11,456,161	9,459,744	1,996,417
Information Services and Telecommunications	-	96,125	4,338,106	4,434,231	4,434,231	4,434,231	-
Health and Benefits	7,904,016	7,790,040	20,402,609	28,192,649	36,096,665	29,735,706	6,360,959
FIDUCIARY FUNDS							
AGENCY FUND							
City Annuity	-	99,256	1,554,208	1,653,464	1,653,464	1,653,464	-
TOTAL	**$217,339,833**	**$451,118,504**	**$146,814,616**	**$597,933,120**	**$815,272,953**	**$620,190,102**	**$195,082,851**

Revenue Excluding Transfers	$451,118,504	Total Operating Expenditures	$620,190,102
Decrease in Fund Balance	$22,256,982	Less Operating Transfers	$146,814,616
Total Net Operating Budget	$473,375,486		$473,375,486

CITY OF LAREDO
"Amendments as made during Budget Workshop"
FY 2016-2017

Motion No.	Date	Motion	Fund	Revenue	Expenditure
1	8/8/2016	Motion to remove sewer cap for residential accounts over 30,000 gallons	559	N/A	N/A
2	8/8/2016	Motion to adjust commercial sewer rates as proposed: 10,001-30,000 to $2.76 150,001-300,000 to $3.65 300,001-600,000 to $3.65	559	N/A	N/A
3	8/8/2016	Motion to adjust residential sewer rates as proposed: 10,001-20,000 to $3.40 20,001-30,000 to $3.65	559	N/A	N/A
4	8/8/2016	Motion to adjust water availability fees as proposed: **Residential Lots** / **Current Rates** / **Proposed Rates** Lots under 4,500 / $300.00 / $300.00 4,500 to 7,999 / $500.00 / $1,000.00 8,000 to 9,999 / $750.00 / $1,500.00 10,000 and over / $1,000.00 / $2,000.00 **Nonresidential Lots** / **Current Rates** / **Proposed Rates** Less than 1 acre / $500.00 / $1,000.00 More than 1 acre / $1,000.00 / $1,500.00 **Connection Charges** / **Current Rates** / **Proposed Rates** Multi-Family / $0.00 / $200.00	557	N/A	N/A
5	8/8/2016	Motion to accept the 3rd party funding for Hotel Motel as recommended by the Committee and reinstate General Fund 3rd party funding to the same level as FY 2016 and instruct the City Manager to fund an additional $10,000 for the Boys & Girls Clubs of Laredo. Funding is available in General Fund.	101	N/A	N/A
6	8/9/2016	Motion to appropriate $6M from the Sports and Community Venue Sales Tax fund balance for a tennis court sports complex.	256	N/A	$ 6,000,000
7	8/9/2016	Motion to instruct the City Manager to increase the cost of living adjustment (COLA) from 2% to 3% for city employees (excludes Police and Fire) and adjust the Wage Schedule to reflect an increase equal to the COLA. Each department will make the necessary budget adjustments to fund the corresponding amount. The total estimated cost of the additional 1% is $850,000.	All	N/A	N/A
8	8/9/2016	Motion to direct the City Manager to initiate the process to submit an amendment to our existing presidential permit at World Trade Bridge to include lane expansion and to allow for other improvements to our existing bridge and port approaches; and, to include, without limitation the acquisition of consulting and other services needed to obtain all studies, environmental impact analysis, schematic, design, plans, specifications and estimates needed to secure clearances and approvals from all appropriate State/Federal departments and to initiate discussions with City/State/Federal Mexican officials to obtain concurrence from Mexico on the expansion of World Trade Bridge.	553	N/A	N/A
9	9/6/2016	Motion to reflect the salary increases for Mayor and Council approved pursuant to a motion at the Council meeting held on April 4, 2016. Accordingly, the salary for the Mayor will increase to $75,000 and the salary for Council members will increase to $50,000, including allowances. Funding is available in General Fund.	101	N/A	N/A

Final Reading of Ordinances **16.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

2015-O-138 Authorizing the City Manager to accept the contract amendment with the Texas Health and Human Services Commission (HHSC) and amending the FY 2015-2016 budget by appropriating additional revenues and expenditures in the amount of $12,852.00 for a total of $573,275.00 for continuation of the Nurse Family Partnership (NFP) for the City of Laredo Health Department (CLHD) to provide evidence-based nurse home visitation care for first-time mothers wellness, prenatal and postpartum care and for newborn preventive health care nurse case management to assure wellness, preventive care and positive growth and development for the first two (2) years of life of the newborn. The project period is from September 1, 2016 through August 31, 2017 and can be renewed another two (2) years pending funding availability.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On September 6, 2016, Council introduced the Ordinance.

BACKGROUND

The Texas Health and Human Services Commission (HHS) has contracted with the City of Laredo Health Department (CLHD) for a Nurse-Family Partnership (NFP) to provide provide evidence-based nurse home visitation care for first-time mothers wellness, prenatal and postpartum care and for newborn preventive health care nurse case management to assure wellness, preventive care and positive growth and development for the first two (2) years of life of the newborn. These nurse home visitation services for first-time mothers enhance early and timely access to women's care, improve women's health outcome and improve children's growth, development and wellness as well as assure prevention of potential risks in women and child neglect and abuse.

Laredo has the third largest birth rate in the state of Texas and over 45% un/underinsured and/or medically indigent. It is also a health professions shortage area. Teen pregnancy is a critical unmet need with 334 recorded teen pregnancies in 2009. Late prenatal care is also a problem with over 60% of maternity patients seen in the second or early third trimester, increasing the risk of infant mortality and reducing the positive birth outcomes for the mother and newborn child.

A project such as the NFP integrated into the CLHD maternity and prevention routine services will greatly improve outcomes, assure the continuum of care and link first time mothers, their children and their families to all social services needed to improve the quality of life.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Ordinance.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	
Source of Funds:	HHSC
Account #:	226-6104
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The revenue accounts 226-0000-321-6301 and 226-0000-372-1100 will increase by a total of $12,852.00 and the expenditure division 226-6104 with the project number HENF06 will increase by $12,852.

Attachments

Contract
Budget
2016-O-138

HHSC 529-16-0069-00001B

STATE OF TEXAS
COUNTY OF TRAVIS

AMENDMENT TWO
TO THE
INTER-LOCAL AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
CITY OF LAREDO
FOR
NURSE-FAMILY PARTNERSHIP PROGRAM

ARTICLE I. INTRODUCTION 2

ARTICLE II. AUTHORITY AND OBJECTIVES 2

SECTION 2.01 AUTHORITY. 2
SECTION 2.02 OBJECTIVES. 2
SECTION 2.03 PURPOSE OF MODIFICATIONS TO AGREEMENT. 2
SECTION 2.04 EFFECTIVE DATE. 3

ARTICLE III. AMENDMENT TO THE OBLIGATIONS OF THE PARTIES 3

SECTION 3.01 MODIFICATIONS. 3

ARTICLE IV. AUTHORITY TO EXECUTE 4

Exhibit A: Additional Contract Requirements
Exhibit B: Reporting Requirements
Exhibit C: Performance Measures
Exhibit D: Contract Budget

STATE OF TEXAS
COUNTY OF TRAVIS

AMENDMENT TWO
TO THE
INTER-LOCAL AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
CITY OF LAREDO
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Article I. INTRODUCTION

Contractor acknowledges the transfer; pursuant to applicable provisions of Senate Bill 200, 84th Regular Session (2015); of this contract from the Texas Health and Human Services Commission (HHSC) to the Texas Department of Family and Protective Services (DFPS). HHSC or DFPS will, as deemed necessary by HHSC or DFPS, provide Contractor with any contract-related information changed or revised as a result of the transfer.

This Amendment Two to the HHSC Contract No 529-16-0069-00001 (the "Agreement") is between the Health and Human Services Commission ("HHSC"), an administrative agency within the executive department of the State of Texas, having its principal office at 4900 North Lamar Boulevard, Austin, Texas, 78751, and City of Laredo (CONTRACTOR), having its principal office at 1110 Houston Street, Laredo, Texas, 78040. HHSC and CONTRACTOR may be referred to in this Amendment individually as "Party" and collectively as the "Parties."

The Parties intend to modify the Agreement, as amended, subject to the following terms and conditions. The Parties agree that the modified terms and conditions will apply to the Services and Deliverables to be provided by CONTRACTOR unless further modified or amended by the Parties. This amendment may be referred to as "Amendment" or "Amendment Two" herein.

Article II. AUTHORITY AND OBJECTIVES

Section 2.01 ***Authority.***

In accordance with Section 6.02 of the Agreement, the Parties execute this Amendment Two.

Section 2.02 ***Objectives.***

It is the intent of HHSC to support the Nurse-Family Partnership Program in Webb County, Texas through the Agreement. CONTRACTOR is considered a recipient of state grant funds for the purposes of the Agreement. The purpose of this Amendment is to modify certain terms of the original Agreement.

Section 2.03 ***Modifications to Agreement.***

The Agreement is modified for the following purposes:

- To modify 2.07(a) "Term of the Agreement";
- To modify Section 4.01 "Total Cost";

- To modify Section 4.02(a) "General Payment Terms";
- To incorporate "Additional Contract Requirements" (Exhibit A to this Amendment);
- To incorporate "Reporting Requirements" (Exhibit B to this Amendment);
- To incorporate "Performance Measures" (Exhibit C to this Amendment); and
- To modify "Contract Budget" (Exhibit D to this Amendment).

Section 2.04 ***Effective Date.***

This Amendment is effective September 1, 2016.

Article III. Amendment to the Obligations of the Parties

Section 3.01 ***Modifications.***

The original Agreement remains in effect except as modified as listed below in this Amendment Two.

(a) Section 2.07(a) "Term of Agreement" is deleted in its entirety and replace with the following language:

The term of this Agreement begins September 1, 2015 and will expire on August 31, 2017 (the "Expiration Date") unless terminated sooner or extended pursuant to the terms and conditions of this Agreement.

(b) Section 4.01 "Total Cost" is deleted in its entirety and replaced with the following language:

Under Amendment Two, DFPS will add $521,159.00 to the previous contract amount of $521,158.60. The total cost of Services and Deliverables supplied by CONTRACTOR to DFPS during the Term of the Agreement will not exceed $1,042,317.60.

(c) Section 4.02(a) "General Payment Terms" is deleted in its entirety and replaced with the following language:

DFPS will reimburse actual costs of CONTRACTOR, based on approved performance, an amount up to but not to exceed $521,159.00 for the term of the funding period beginning September 1, 2016 and ending August 31, 2017. Payments will be made on a monthly cost reimbursement basis, in response to an invoice, purchase voucher and monthly deliverables being received and approved by DFPS. DFPS shall pay the CONTRACTOR an amount not to exceed the total agreed upon amount in the CONTRACTOR's approved budget as represented in Exhibit D of this Amendment.

(d) Exhibit E to the Agreement, "Additional Contract Requirements," is replaced in its entirety by Exhibit A, "Additional Contract Requirements," to this Amendment.

(e) Exhibit F to the Agreement, "Reporting Requirements," is replaced in its entirety by Exhibit B, "Reporting Requirements," to this Amendment.

(f) Exhibit G to the Agreement, "Performance Measures," as amended by Amendment One is replaced in its entirety by Exhibit C, "Performance Measures," to this Amendment.

(g) Exhibit D to this Amendment incorporates the modified "Contract Budget" into the Agreement.

Article IV. AUTHORITY TO EXECUTE

The Parties have executed this Amendment in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES	**CITY OF LAREDO**
SASHA RASCO **PREVENTION AND EARLY INTERVENTION (PEI) ASSISTANT COMMISSIONER**	**JESUS M. OLIVARES** **CITY MANAGER**
DATE: _____	**DATE:** _____

AMENDMENT TWO
TO THE
INTER-LOCAL AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
CITY OF LAREDO
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NURSE-FAMILY PARTNERSHIP PROGRAM

EXHIBIT A

ADDITIONAL CONTRACT REQUIREMENTS

The CONTRACTOR is responsible for and must ensure that each of the contract requirements stated below are met:

CONTRACTOR will implement the evidence-based home visiting program model(s) outlined in its approved budget according to the national model elements and requirements for each. Curricula, assessments, screening tools, data collection and home visit guidelines required by the program model(s) must be used.

CONTRACTOR's implementing Nurse-Family Partnership must contract directly with the Nurse-Family Partnership National Service Office (NFPNSO) and pay all applicable fees directly to NFPNSO.

CONTRACTOR's implementing Nurse-Family Partnership assumes responsibility for knowledge of and compliance with the Texas Nurse Practice Act, state laws, regulations, and licensing requirements pertaining to nursing practice and state laws and regulations pertaining to mandatory reporting.

CONTRACTOR must use the recommended data collection system required by the model developer. All required data must be entered directly into the applicable system and the CONTRACTOR must perform a quality check to ensure all data required by Texas Home Visiting (THV) is included and the data is accurate. This quality check must include timely review and response to THV-generated quality assurance reports. Data must be entered each month according to the program model(s) requirements and THV's guidance.

CONTRACTOR is required to participate in HRSA-required evaluation activities administered through THV and any contracted partners (if applicable).

CONTRACTOR is prohibited from engaging in research on program staff and/or client population without prior written authorization from THV, and the program model(s). This excludes THV required program evaluation.

CONTRACTOR will take all appropriate steps to maintain client confidentiality and obtain any necessary written client consents for data analysis or disclosure of protected health information, in accordance with applicable federal and state laws, including, but not limited to, authorizations, data use agreements, and business associate agreements, as necessary.

CONTRACTOR must provide flexible schedules to Home Visitors and Supervisors to allow for evening and weekend work to accommodate clients' schedules.

CONTRACTOR will monitor subcontractors according to program model(s) and/or THV guidance to ensure that subcontractors are adhering to the essential elements as it relates to this Agreement.

All CONTRACTOR staff that interacts with clients is required to complete the THV-approved training on reporting child maltreatment within 30 days of date of hire. CONTRACTOR is also responsible for ensuring that all staff is aware of their duty to report as outlined in the Texas Family Code, Chapter 261. Records acknowledging successful completion of the training by each staff member must be maintained by CONTRACTOR.

CONTRACTOR's staff vacancies must be filled within three months. Vacancies of over three (3) months will require a staffing plan approved by THV.

In order to ensure client health and safety, CONTRACTOR must follow THV requirements regarding conducting criminal background checks and maintaining records.

CONTRACTOR must complete ongoing trainings or meetings that are required by the program model(s) and/or THV.

CONTRACTOR must implement and complete Continuous Quality Improvement (CQI) projects as defined by THV guidance requirements.

If the CONTRACTOR is receiving HRSA funding they are required to use the following acknowledgement and disclaimer on all products produced by HRSA/THV grant funds: "This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (specify grant number, title, total award amount and percentage financed with nongovernmental sources). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government." CONTRACTORS are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA supported publications and forums describing projects or programs funded in whole or in part with HRSA funding. Examples of HRSA supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.

CONTRACTOR is prohibited from using the DFPS name, logo or insignia on forms or other materials related to THV funded services. This includes forms (e.g. consent forms) and materials that are distributed to the CONTRACTOR's clients.

CONTRACTOR's match goal for this budget period is 10% (cash match) of their total reimbursable expenditures. Full reimbursement is dependent on reaching this match goal.

Corrective Action:

Texas Home Visiting staff will provide continued support and consultation to CONTRACTOR throughout the term of the Agreement. At the discretion of the THV Program Manager, Corrective Action Plans may be requested if the CONTRACTOR fails to meet contract requirements.

All Corrective Action Plans must be approved by THV, prior to being implemented by the CONTRACTOR.

If the CONTRACTOR fails to implement their approved Corrective Action Plan, all or part of their monthly payment may be withheld.

AMENDMENT TWO
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CITY OF LAREDO
FOR
NURSE-FAMILY PARTNERSHIP PROGRAM

EXHIBIT B

REPORTING REQUIREMENTS

The reports listed below are due to your THV Project Manager by the last day of the month for the prior month. If the last day of the month falls on a weekend or holiday, all Reporting Requirements will be due on the next business day. Reports should be sent to the Texas Home Visiting mailbox at: HomeVisiting@dfps.state.tx.us.

1. CONTRACTOR will submit a Monthly Program Report using the template and guidance provided by THV.
2. CONTRACTOR will submit a monthly expenditure report using the format provided by THV for allowable expenses that includes an invoice and a scanned purchase voucher with an original signature.
3. CONTRACTOR will work with THV during that last month of the fiscal year to submit accurate year-end expenditures as soon as possible.

CONTRACTOR will report additional data elements as requested by THV.

CONTRACTOR will make all reasonable efforts to assure that all data elements are collected and reported to THV upon its request, or as soon as reasonably possible. Templates and data element requests will not constitute the entirety of deliverables and requirements required for submission by this Agreement.

AMENDMENT TWO
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EXHIBIT C

PERFORMANCE MEASURES

These performance measures assess operational components and indicate compliance with services required under the Texas Home Visiting Program. These measures were selected as critical elements in progress towards positive program outcomes.

OUTPUT MEASURES

CONTRACTOR shall meet all of the following outputs once program implementation has begun:

Output #1: The expected number of families served annually.

Indicator: The number of unduplicated families served in the 12-month budget period by all program models under which CONTRACTOR operates.
Target: 100
Data Source: THV database and/or program model databases.
Methodology: Count of the number of unduplicated mothers served by NFP or families served by other program models under which CONTRACTOR operates that received a minimum of one home visit during the 12-month budget period.

OUTPUT #2: Staff members are trained to deliver the evidence-based model.

Indicator: The percentage of staff that are trained in the evidence-based model within the timeframes required by the evidence-based models.
Target: 100%.
Data Source: Monthly reports.
Methodology: Total number of staff who are trained according to model requirements and timelines divided by the total number of staff providing services under this Agreement. Multiply by 100 and state as a percentage.

OUTPUT #3: Program will maintain family capacity throughout the contract term.

Indicator: The number of families served at any given point compared to the number of funded slots (Output #1).
Target: 100% with an allowable variance of 15%.
Data Source: THV database and/or program model databases.

Methodology: Total number of families served at each point in time divided by the total number of families that are funded under the Agreement. Multiply by 100 and state as a percentage.

OUTPUT #4: Families will remain engaged in the program for a minimum of one year.

Indicator: The percentage of families that leave the program prior to receiving 10 or 12-months of services (as applicable), and have not completed the program or aged out.
Target: 50%
Data Source: THV database and/or program model databases.
Methodology: Number of families who left the program prior to completing 10 or 12 months of services (as applicable based on program model) who have not completed the program, divided by the total number of families who have an enrollment date greater than 10 or 12 months in the past (as applicable based on model). Multiply by 100 and state as a percentage.

OUTPUT #5: If applicable, CONTRACTOR will lead or participate in a local early childhood coalition.

Indicator: The number of coalition activities that include appropriate cross-sector partners.
Target: 8
Data Source: Quarterly reports.
Methodology: Count of the number of coalition meetings or engagement activities that include appropriate cross-sector partners. Cross-sector partners will be established in partnership with THV.

OUTPUT #6: If applicable, the Early Development Instrument (EDI) will be used to identify community needs.

Indicator: The number of children by school in targeted neighborhoods that are assessed using the Early Development Instrument (EDI).
Target: Number equal to 70% of children in two targeted neighborhoods assessed.
Data Source: Reports prepared by the University of California Los Angeles.
Methodology: Count of the number of children by school in each targeted neighborhood that are assessed using the EDI.

OUTCOME MEASURES

CONTRACTOR shall meet two or more of the following outcome measures once program implementation has begun:

OUTCOME #1: Women will breastfeed for at least six months postpartum.

Indicator: Children receiving any breast milk at six months postpartum.
Target: 15%
Data Source: THV data collection system and/or program model databases.
Methodology: Number of children receiving any breast milk at six months postpartum divided by the total number of children six months postpartum. Multiply by 100 and state as a percentage.

OUTCOME #2: Children will attend recommended well-child visits.

Indicator: Percentage of children enrolled in home visiting who received the last recommended well-child visit based on the American Academy of Pediatrics (AAP) schedule.
Target: 80%

Data Sources: THV data collection system and/or program model databases.
Methodology: Number of children that received the last recommended well-child visit divided by the total number of children enrolled. Multiply by 100 and state as a percentage.

OUTCOME #3: Babies will be born at full term.

Indicator: Percentage of babies in the program that are born full term (after 37 weeks).
Target: 87%
Data Sources: THV data collection system and/or program model databases.
Methodology: The number of babies in the program born full term (after 37 weeks) divided by the total number of babies born. Multiply by 100 and state as a percentage.

OUTCOME #4: Primary caregiver(s) and/or family members will read, tell stories, or sing songs daily to or with their child(ren).

Indicator: Percentage of primary caregivers and/or family members reading, telling stories, or singing to or with their child(ren) daily at six months post enrollment or post birth.
Target: 80%
Data Sources: THV data collection system and/or program model databases.
Methodology: The number of primary caregivers and/or family members reading, telling stories, or singing to or with their child(ren) daily at six months post enrollment or post birth divided by the total number of primary caregivers who have been enrolled at least six months or post birth. Multiply by 100 and state as a percentage.

OUTCOME #5: Parent-child interaction will improve.

Indicator: Percentage of primary caregivers who show an increased parent-child interaction score on the Parenting Interactions with Children: Checklist of Observations Linked to Outcomes (PICCOLO) from enrollment to 12-months post enrollment, or the end of the program year for HIPPY.
Target: 80%
Data Sources: THV data collection system and/or program model databases.
Methodology: Subtract the overall score at enrollment from the overall score taken at 12-months post enrollment (or at the end of the program year for HIPPY) for each individual to get the measure of improvement. Count any individual with a measure of improvement greater than zero and divide by the total number of individuals assessed at 12-months post enrollment (or at the end of the program year for HIPPY). Multiply by 100 and state as a percentage.

OUTCOME #6: Primary caregiver(s) will exit the program working and/or attending an educational program.

Indicator: Percentage of primary caregivers exiting the program working and/or attending an educational program.
Target: 60%
Data Sources: THV data collection system and/or program model databases.
Methodology: Number of primary caregivers who exit the program working and/or attending an educational program divided by the number of primary caregivers exiting the program. Multiply by 100 and state as a percentage.

AMENDMENT TWO
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FOR
NURSE-FAMILY PARTNERSHIP PROGRAM

EXHIBIT D

CONTRACT BUDGET

Texas Department of Family and Protective Services

Form 2030
May 31, 2016

Budget for Purchase of Service Contracts

SUMMARY	**Contractor :**	City of Laredo Health Department
	Contract #	529-16-0069-00001B
	Funding Period :	9/01/2016 to 08/31/2017
	PAC #	38500
	Program :	Texas Home Visiting
	Original Approved 2030	
Cost Categories	(A.) **Reimbursable**	
(1A) Personnel - Salaries	$321,831.00	
(1B) Personnel - Fringe Benefits - by Employee	$0.00	
(1C) Personnel - Fringe Benefits - by Type	$148,685.00	
(2) Travel	$14,527.00	
(3) Supplies and Controlled Assets	$2,770.00	
(4) Capital Equipment (greater than $5K)	$0.00	
(5) Other Costs	$33,346.00	
(6) Contractual	$0.00	
Direct Costs Total	$521,159.00	
Indirect Costs Total	$0.00	
TOTAL	**$521,159.00**	

BUDGET

NURSE FAMILY PARTNERSHIP (NFP)
6104-HENF06

CATEGORIES		APPROVED BUD.
REVENUES		
HHSC GRANT REVENUE	$	521,159
CASH MATCH		52,116
TOTAL REVENUES	$	573,275
EXPENSES		
PERSONNEL	$	321,831
FRINGE BENEFITS		148,685
TRAVEL		14,527
EQUIPMENT		0
SUPPLIES		2,770
CONTRACTUAL		0
OTHER		33,346
SUB-TOTAL	$	521,159
CASH MATCH		52,116
TOTAL	$	573,275

ORDINANCE 2016-O-138

AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONTRACT AMENDMENT WITH THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION (HHSC) AND AMENDING THE FY 2015-2016 BUDGET BY APPROPRIATING ADDITIONAL REVENUES AND EXPENDITURES IN THE AMOUNT OF $12,852.00 FOR A TOTAL OF $573,275.00 FOR CONTINUATION OF THE NURSE FAMILY PARTNERSHIP (NFP) FOR THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) TO PROVIDE EVIDENCE-BASED NURSE HOME VISITATION FOR FIRST-TIME MOTHERS AND DEVELOPMENT AND PREVENTIVE CARE TO THEIR CHILDREN FOR THE PERIOD BEGINNING SEPTEMBER 1, 2016 THROUGH AUGUST 31, 2017.

WHEREAS, the Texas Health and Human Services Commission (HHS) has contracted with the City of Laredo Health Department (CLHD) for a Nurse-Family Partnership (NFP) to provide home visitation services for first-time mothers to enhance early and timely access to care, improve women's health outcome and improve children's growth, development and wellness as well as assure prevention of potential risks in women and child neglect and abuse; and

WHEREAS, Laredo has the third largest birth rate in the state of Texas and over 45% un/underinsured and/or medically indigent. It is also a health professions shortage area. Teen pregnancy is a critical unmet need with 334 recorded teen pregnancies in 2009. Late prenatal care is also a problem with over 60% of maternity patients seen in the second or early third trimester, increasing the risk of infant mortality and reducing the positive birth outcomes for the mother and newborn child; and

WHEREAS, a project such as the NFP integrated into the CLHD maternity and prevention routine services will greatly improve outcomes, assure the continuum of care and link first time mothers, their children and their families to all social services needed to improve the quality of life.

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

Section 1: The City Manager is hereby authorized to accept the contract amendment with the Texas Health and Human Services Commission (HHSC) and amend the FY 2015-2016 budget by appropriating additional revenues and expenditures in the amount of $12,852.00 for a total of $573,275.00 for continuation of the Nurse Family Partnership (NFP) for the City of Laredo Health Department (CLHD) to provide evidence-based nurse home

visitation for first-time mothers and development and preventive care to their children for the period beginning September 1, 2016 through August 31, 2017.

Section 2: The revenue accounts 226-0000-321-6301 and 226-0000-372-1100 are hereby increased by a total of $12,852.00 and the expenditure division 226-6104 with the project number HENF06 is hereby increased by $12,852.

Section 3: The City Manager is hereby authorized to make transfers within the budget as allowable under the Special Contract Provisions and General Provisions of the contract with HHSC to meet the necessary costs to accomplish the scope of work for the program.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances **17.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Anil Gupta, Owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2016-O-139 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lot 1, Block 1, Anil and Associates Subdivision Phase 1, located at 9110 McPherson Road, Suite 1; providing for publication and effective date.

District VI

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Charlie San Miguel at the regular Council Meeting of September 6, 2016.

BACKGROUND

Council District: VI – The Honorable Charlie San Miguel

Proposed use: Amusement redemption machine establishment

Site: Amusement redemption machine establishment

Surrounding land uses: North of the site are the Tuscany apartments and the Tuscany commercial strip (including Fred Loya Insurance, Swisher & Martin Realty and Marmoles & Canteras), Pollo Palenque, multi-family uses and single-family uses. On the east are single-family residences; O'Reilly Auto Parts; Family Dollar; condominiums and apartments. To the south are Whataburger; Roberto Martinez, MD; a vacant lot; We'll Wash Coin Laundry; mini-storage; Hollywood Garden and Nursery; single-family residences, and the McPherson Del Norte Center.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies McPherson Road as a Major Arterial and Shiloh Drive as a Modified Major Arterial.

Letters sent to surrounding property owners: 45 In Favor: 1 Opposed: 1

STAFF COMMENTS

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits amusement redemption machine establishments in zones B-4, M-1, M-2 and MXD. This property is currently zoned B-3. 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 use status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1of higher intensity.”

Staff supports the proposed Conditional Use Permit for the following reasons:

1. The proposed use is compatible with other uses along McPherson Road.
2. The property is near the intersection of McPherson Road and Shiloh Drive, two arterials.
3. The C.U.P. is an extension of an existing amusement redemption machine establishment.

Staff supports the Conditional Use Permit at this location and recommends the following provisions be attached if approved:

1. The C.U.P. shall be issued to Anil Gupta and Yam Ping Li, and is nontransferable.
2. The C.U.P. is restricted to operating hours from 11:00 a.m. through 2:00 a.m.
3. The C.U.P. is restricted to the site plan, Exhibit “B”, which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-3 District.
5. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
6. Off-site parking is prohibited.
7. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
8. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
9. Lighting of property shall be screened to avoid adverse impact on adjacent residential uses.
10. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
11. The sale and consumption of alcohol on premises is prohibited.
12. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
13. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
14. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
15. Banners and window signs are prohibited.

14. The C.U.P. shall be issued for ten (10) years from date of issuance.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **5** to **0** vote, recommended **denial** of the Conditional Use Permit.

STAFF RECOMMENDATION

Staff **supports** the proposed Conditional Use Permit.

Fiscal Impact

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

FINANCIAL IMPACT:

N/A

Attachments

Ordinance 2016-O-139
Zoning Map
Aerial Map
Zoning Overview Map
Future Land Use Map
Pictures
Survey and Exhibits

ORDINANCE NO. 2016-O-139

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR AN AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT ON LOT 1, BLOCK 1, ANIL AND ASSOCIATES SUBDIVISION PHASE 1, LOCATED AT 9110 MCPHERSON ROAD, SUITE 1; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for an amusement redemption machine establishment on Lot 1, Block 1, Anil and Associates Subdivision Phase 1, located at 9110 McPherson Road, Suite 1; 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 July 21, 2016; and,

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

WHEREAS, notice of 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 15, 2016, 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 an amusement redemption machine establishment on Lot 1, Block 1, Anil and Associates Subdivision Phase 1, located at 9110 McPherson Road, Suite 1.

Section 2: The Conditional Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The C.U.P. shall be issued to Anil Gupta and Yam Ping Li, and is nontransferable.
2. The C.U.P. is restricted to operating hours from 11:00 a.m. through 2:00 a.m.
3. The C.U.P. is restricted to the site plan, Exhibit “B”, which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-3 District.

5. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
6. Off-site parking is prohibited.
7. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
8. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
9. Lighting of property shall be screened to avoid adverse impact on adjacent residential uses.
10. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
11. The sale and consumption of alcohol on premises is prohibited.
12. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
13. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
14. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
15. Banners and window signs are prohibited.
14. The C.U.P. shall be issued for ten (10) years from date of issuance.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, Section 24.94.10, entitled "Revocation", according to the criteria and procedures described therein and below:

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

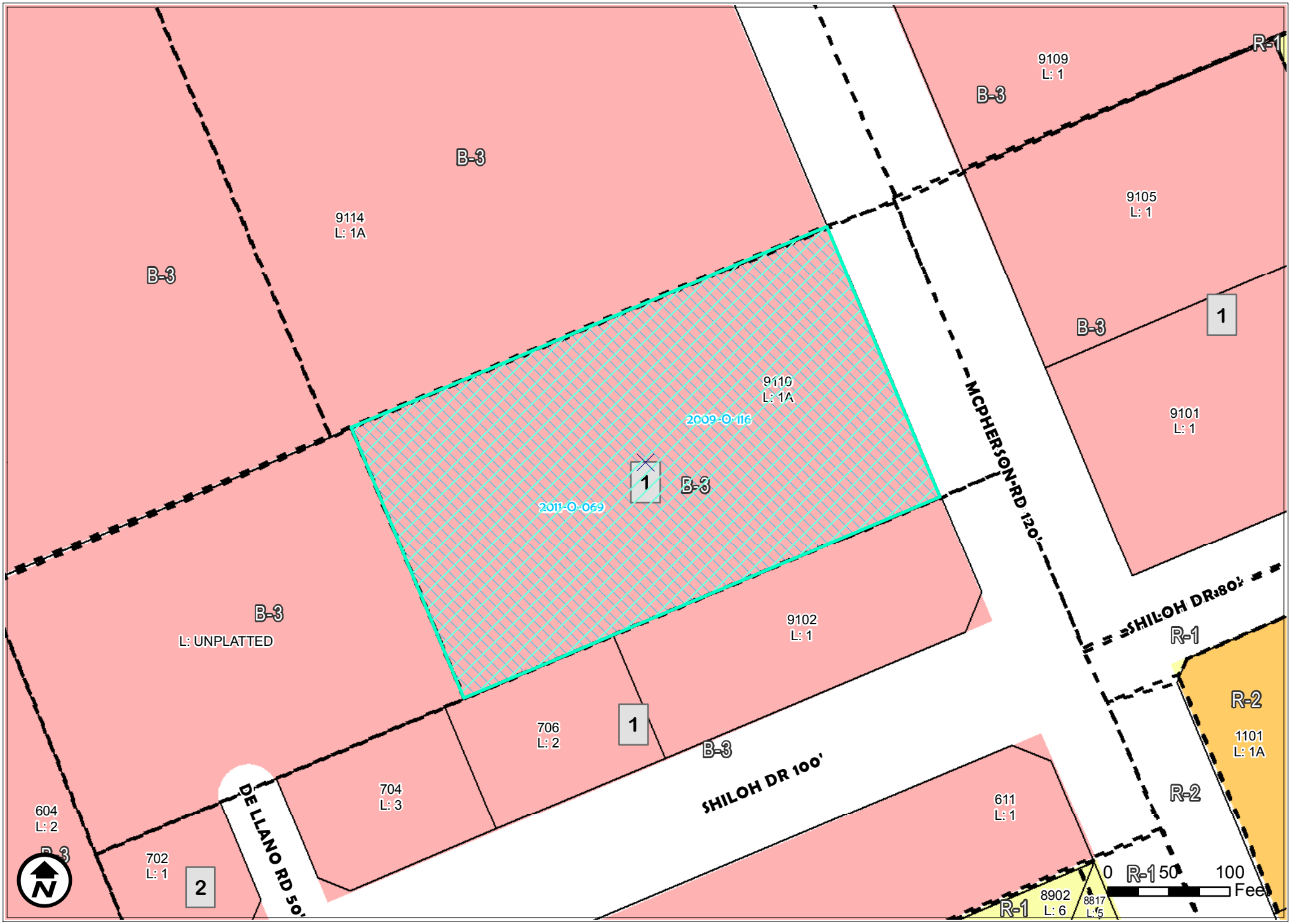
_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY



ZONING MAP
1 inch = 100 feet
Date: 7/6/2016

ZC-65-2016
COUNCIL DISTRICT 6
9110 MCPHERSON RD STE 1

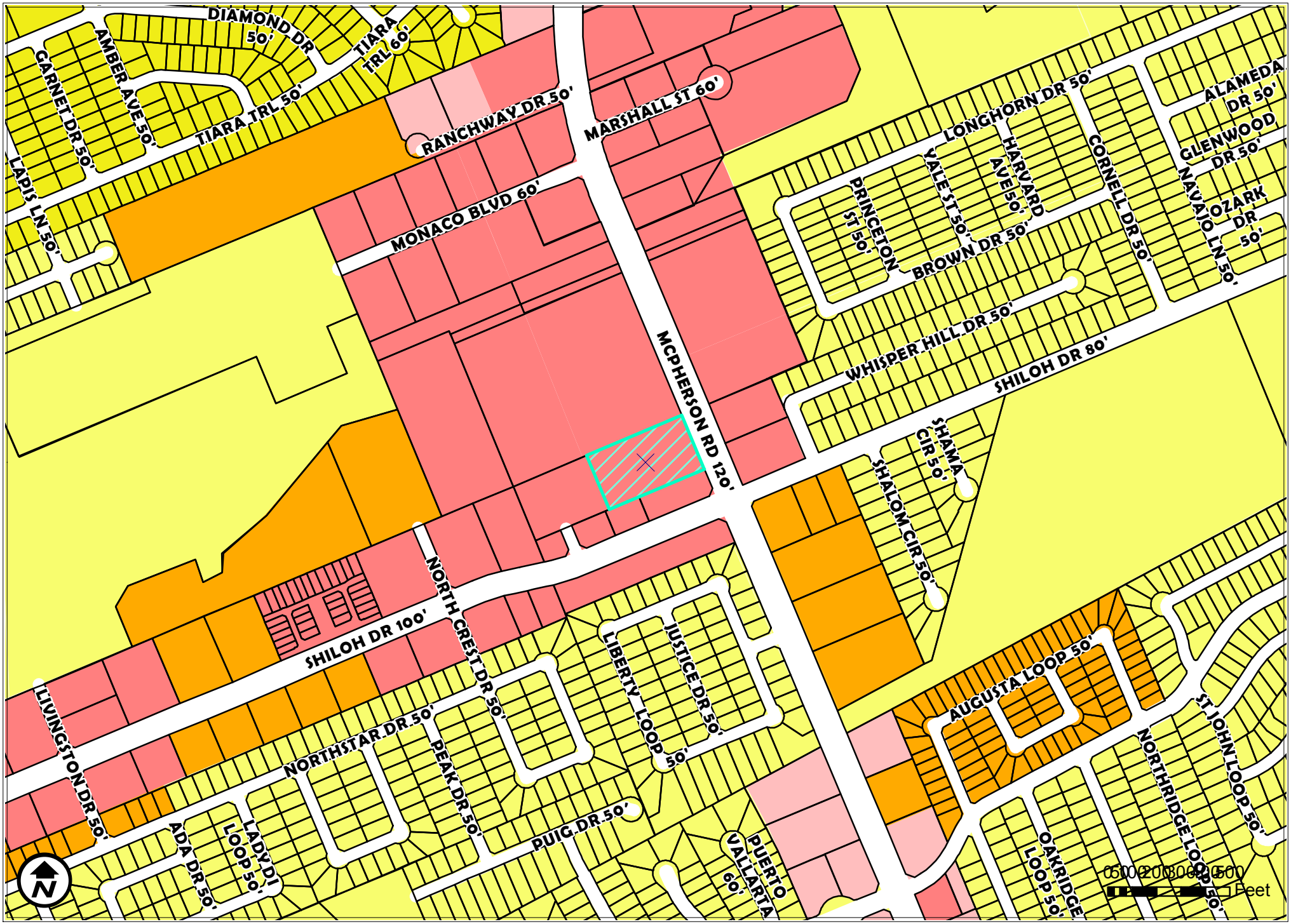
APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> AMUSEMENT REDEMPTION MACHINES

S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.

AERIAL MAP
1 inch = 100 feet
Date: 7/6/2016

ZC-65-2016
COUNCIL DISTRICT 6
9110 MCPHERSON RD STE 1

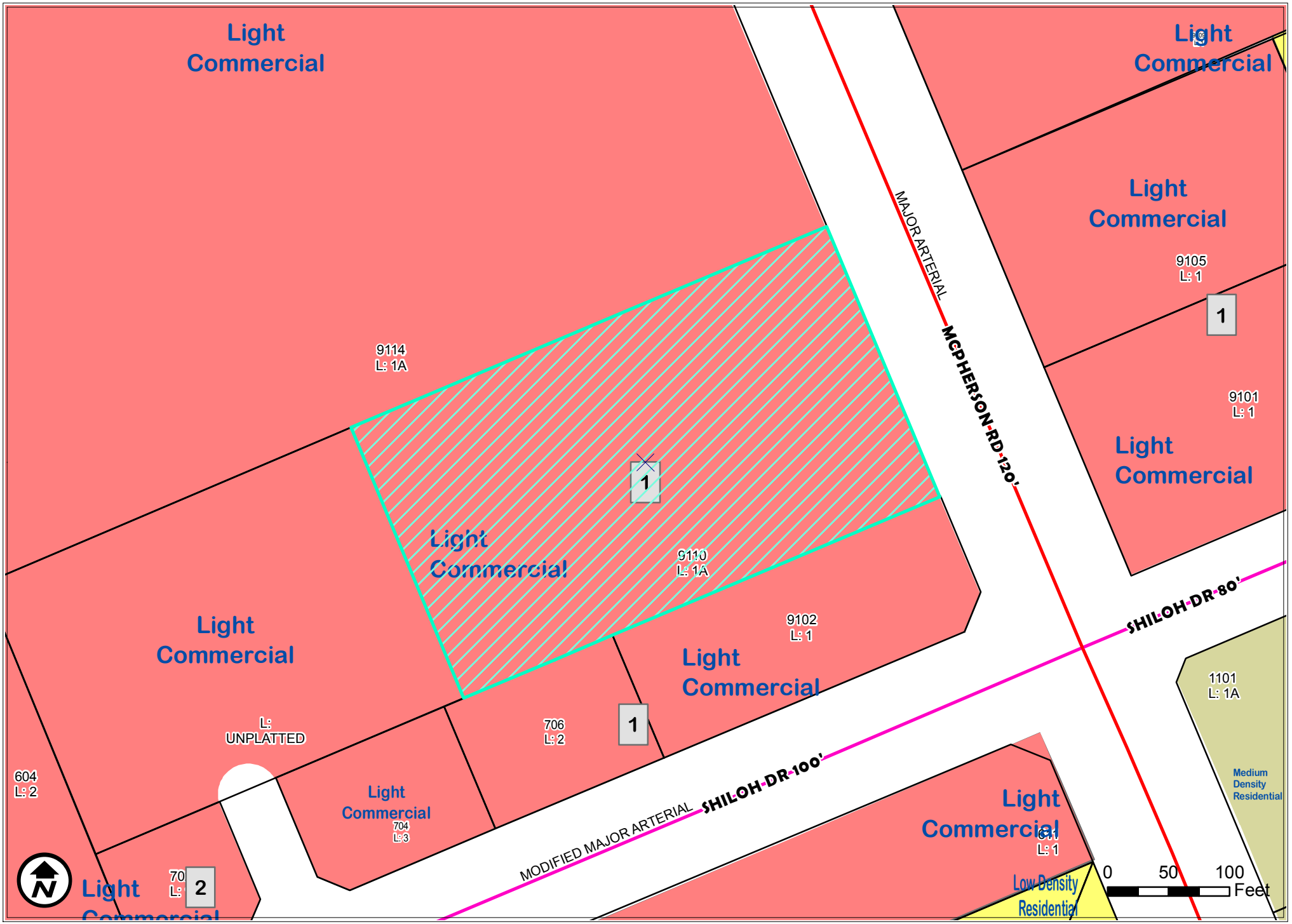
APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> AMUSEMENT REDEMPTION MACHINES



ZONING OVERVIEW
1 inch = 500 feet
Date: 7/6/2016

ZC-65-2016
COUNCIL DISTRICT 6
9110 MCPHERSON RD STE 1

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> AMUSEMENT REDEMPTION MACHINES

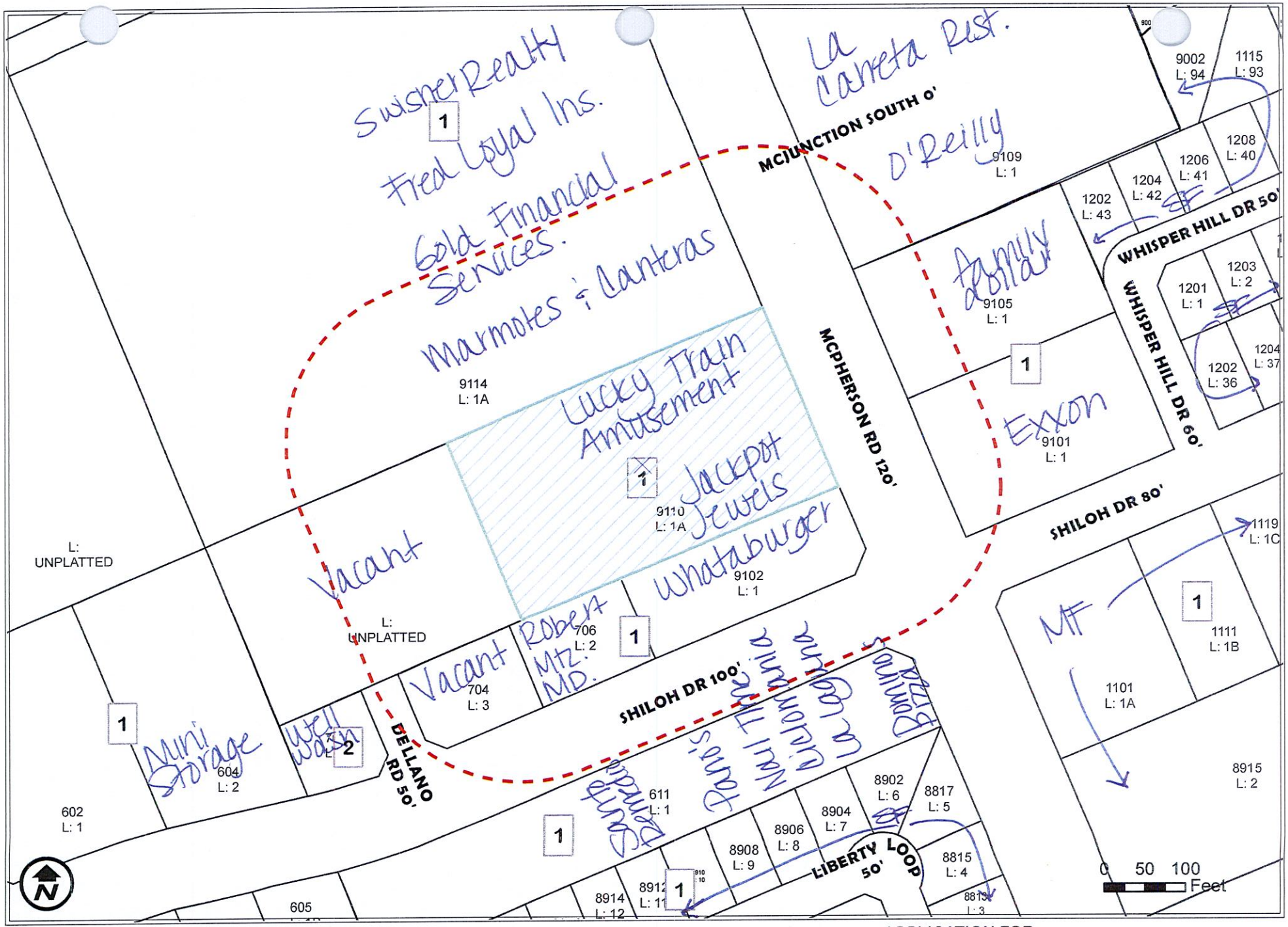


FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 7/6/2016

ZC-65-2016
COUNCIL DISTRICT 6
9110 MCPHERSON RD STE 1

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> AMUSEMENT REDEMPTION MACHINES

9110 McPherson Road
Suite 1
C.U.P. (Conditional Use Permit) for Amusement Redemption
ZC-65-2016



200' NOTIFICATION
1 inch = 150 feet
Date: 7/6/2016

ZC-65-2016
COUNCIL DISTRICT 6
9110 MCPHERSON RD STE 1

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> AMUSEMENT REDEMPTION MACHINES

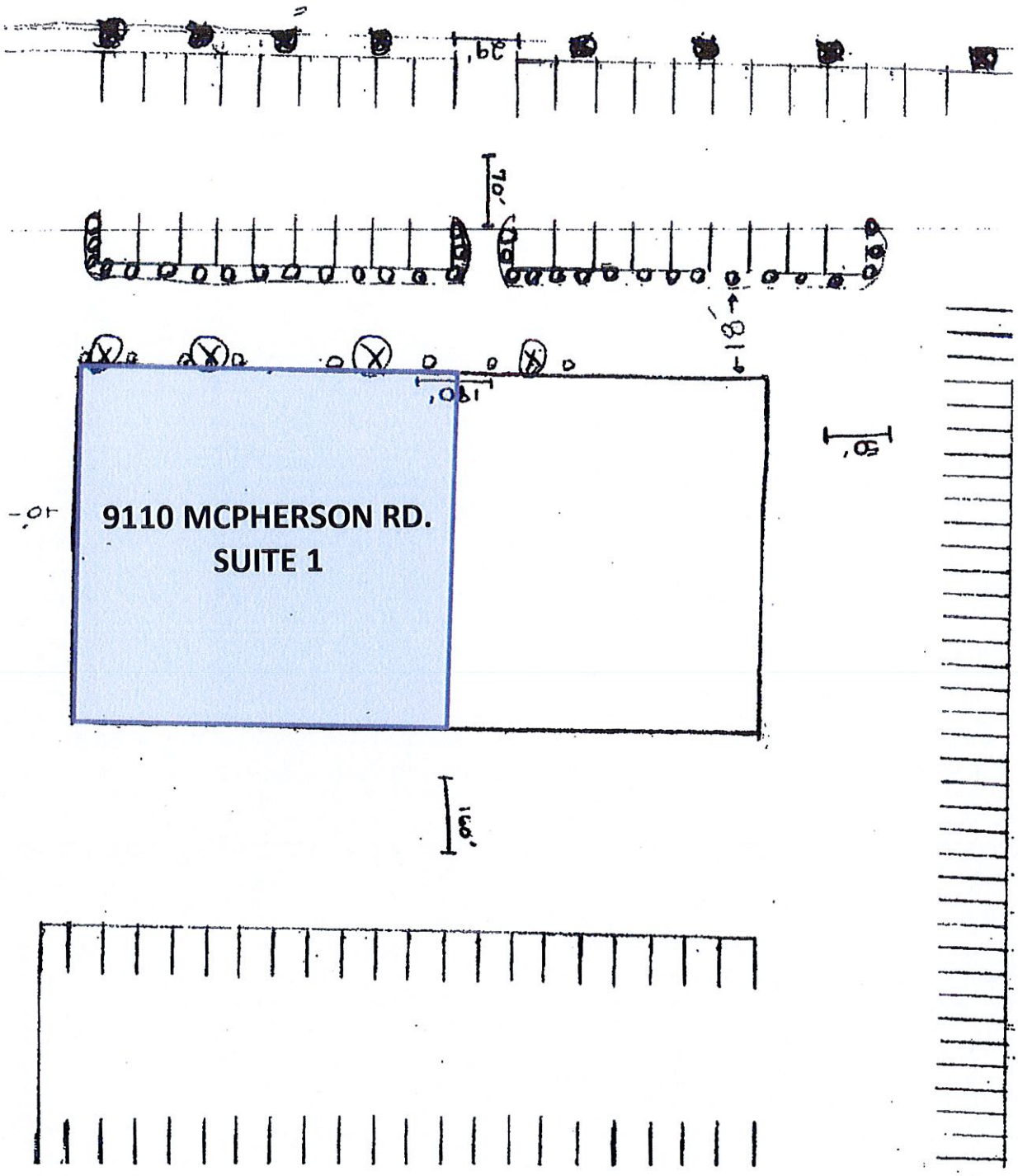


EXHIBIT "A"

Final Reading of Ordinances **18.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Julian A. Espinoza, Applicant; Pescadito Properties, LTD., Owner
Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2016-O-140 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Tattoo Shop on Lot 8 A, Block 664, Eastern Division, located at 4301 McPherson Road, Suite 103; providing for publication and effective date.

District IV

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Juan Narvaez at the regular Council Meeting of September 6, 2016.

BACKGROUND

Council District: IV – The Honorable Juan Narvaez

Proposed use: Tattoo Shop

Site: Vacant Commercial Suite

Surrounding land uses: North of the site is Pinguino's Snacks, Pano's Bakery, and a jeweler. East of the site are single-family residential uses, manufactured homes and multi-family residential uses. South of the site is a daycare, hair salon, and church. West of the site is Danny's Restaurant.

Comprehensive Plan: The Future Land Use Map recognizes this area Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies McPherson as a major arterial.

Letters sent to surrounding property owners: 32 In Favor: 3 Opposed: 0

STAFF COMMENTS

Staff does not support the proposed Conditional Use Permit for the following reasons:

1. The property is located on a B-3 district (Community Business District). The proposed use is not listed under Laredo Land Development Code Section 24.63 of the Permitted Uses, thus a Special Use Permit is required.
2. The property does not meet parking requirements for a commercial use including maneuverability on site.
3. The property is in near proximity to low-density single-family residential zones and uses.
4. The proposed use may introduce incompatible uses with the nearby single-family residential neighborhoods.

Staff does not support the Special Use Permit at this location but recommends the following provisions be attached if approved:

1. The S.U.P. shall be issued to Julian A. Espinoza, and is nontransferable.
2. The S.U.P. is restricted to the site plan, Exhibit “A”, which is made part hereof for all purposes.
3. Signage is limited to that allowed in a B-3 District.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property
6. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
7. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
8. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
9. Owner shall comply with Building, Health, Life and Safety, and all applicable codes and regulations as required.
10. The establishment shall not exceed the “Occupant Load” as set forth in the Certificate of Occupancy with Occupant Load.
11. Hours of operation shall be limited to 12 p.m. to 1 a.m

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **6** to **0** vote, recommended **approval** of the Conditional Use Permit.

STAFF RECOMMENDATION

Staff **does not support** the proposed Special Use Permit.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance 2016-O-140
Zoning Map
Aerial Map
Zoning Overview Map
Future Land Use Map
Pictures
Survey and Exhibits

ORDINANCE NO. 2016-O-140

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A TATTOO SHOP ON LOT 8A, BLOCK 664, EASTERN DIVISION, LOCATED AT 4301 MCPHERSON ROAD, SUITE 103; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a Tattoo Shop on Lot 8A, Block 664, Eastern Division, located at 4301 McPherson Road, Suite 103; 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 August 4, 2016; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** 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 September 6, 2016, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Special Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Special Use Permit may commence; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit for a Tattoo Shop on Lot 8A, Block 664, Eastern Division, located at 4301 McPherson Road, Suite 103.

Section 2: The Special Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. 1. The S.U.P. shall be issued to Julian A. Espinoza, and is nontransferable.
2. The S.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. Signage is limited to that allowed in a B-3 District.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

5. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property
6. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
7. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
8. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
9. Owner shall comply with Building, Health, Life and Safety, and all applicable codes and regulations as required.
10. The establishment shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
11. Hours of operation shall be limited to 12 p.m. to 1 a.m.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12, entitled "Enforcement and Revocation of Special Use Permits," according to the criteria and procedures described therein and below:

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:

(1) A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:

(a.) Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set out in the Special Use Permit as approved by the City Council.

(2) The activity authorized by the Special Use Permit commences prior to the institution of all conditions imposed by the Special Use Permit.

(3) The use for which the Special Use Permit was authorized does not commence within six months of the effective date of the Special Use Permit.

(a.) An extension of up to six months may be granted, for good cause shown, by the Building Services Director upon petition of the SUP holder.

(4) The use for which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

(5) In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

(b) Procedures:

(1) Should a City of Laredo Zoning Enforcement Official or Fire Official inspection reveal non-compliance with Laredo Land Development Code, Section 24.93.7.(b) or any of any additional express conditions of the Special Use Permit, Special Use Permit suspension/revocation procedures shall commence as below stipulated:

(a.) A Zoning Officer or Fire Official shall, upon discovery of special use permit non-compliance as per Subsection 24.93.7.(b), issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Special Use Permit for that location.

(b.) If non-compliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official or Fire Official shall issue written citation.

(c.) The requirement for the issuance of a written warning and grace period shall not apply to a citation issued as a result of a violation of the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load or the failure to, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges and said citation/s shall be filed for prosecution.

(d.) Should a citation result in a court, having jurisdiction or a jury finding the holder of the Special Use Permit guilty of a violation, or if a holder of an SUP pleads guilty, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 24 hours to be implemented as follows:.

i. The Zoning Officer or Fire Official shall immediately notify the Planning Director, in writing, of the result of the prosecution of the citation.

ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.

iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.

iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of Suspension" shall be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

(2) Upon the second conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use

Permit, within any twelve month period, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 72 hours. This provision shall be implemented in the same manner as set forth above in Section 24.93.12 (b) (1)(a-d).

(3) Upon the third conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, and subject to the revocation/suspension procedures set forth in Section 24.93.12 (b) (1)(a-d), the Special Use Permit will be revoked and the City shall proceed with its removal from the City of Laredo Zoning Map.

(a.) The Planning Director shall issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(b.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(c.) In the event the Special Use Permit Holder appeals the conviction, any suspension or revocation will be abated until the completion of the appeals process.

(4) For purposes of Section 24.93.7.(1), (2), or (3) above, a finding of guilt on more than one citation issued on the same day for the same location shall be counted as only one violation.

(5) In the event the Special Use Permit Holder appeals a conviction, any suspension or revocation will be abated until the completion of the appeals process.

(6) Effect of Other Violations (Habitual Offenses):

(a.) Twelve violations of City Ordinances which result in an adjudication of guilt (by trial to the court, by jury or by entering a plea of guilt) during any twelve month period shall result in the revocation of the Special Use Permit. The holder of said SUP may avail himself/herself of the remedy set forth in Section 24.93.12(b)(3)(b).

(b.) Should the twelve citations, issued during any twelve month period result in a court having jurisdiction or a jury find the holder of the Special Use Permit guilty of each violation or if a holder of an SUP pleads guilty to violation/s, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

(c.) The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(d.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(e.) In the event the Special Use Permit Holder appeals any of the convictions the revocation will be abated until the completion of the appeals process.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

_____
KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

ZONING MAP
1 inch = 100 feet
Date: 6/28/2016

ZC-54-2016
COUNCIL DISTRICT 4
4301 MCPHERSON RD STE 103

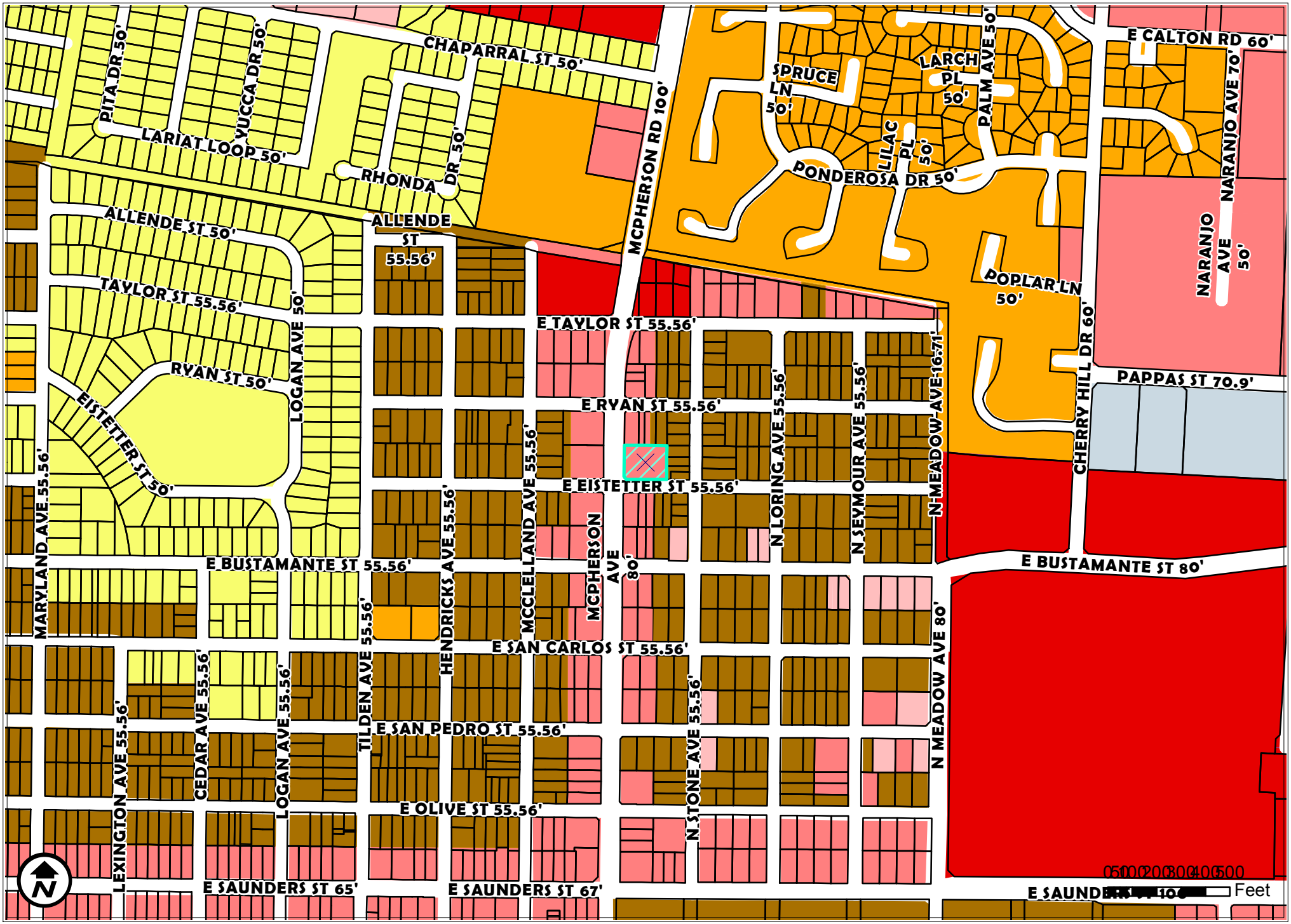
APPLICATION FOR
S.U.P. (CONDITIONAL USE PERMIT)
-> TATTOO SHOP

S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.

AERIAL MAP
1 inch = 100 feet
Date: 6/28/2016

ZC-54-2016
COUNCIL DISTRICT 4
4301 MCPHERSON RD STE 103

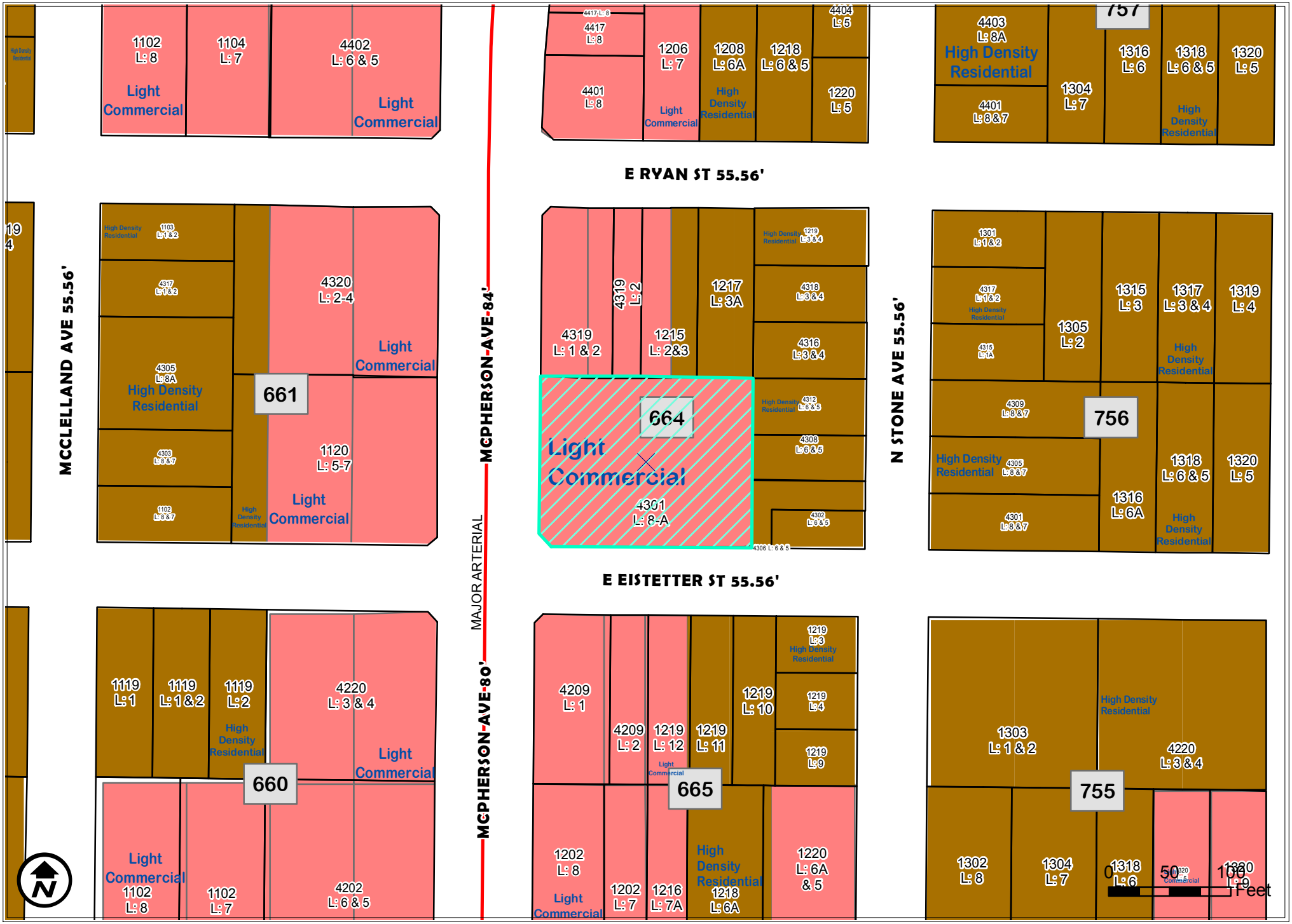
APPLICATION FOR
S.U.P. (CONDITIONAL USE PERMIT)
-> TATTOO SHOP



ZONING OVERVIEW
1 inch = 500 feet
Date: 6/28/2016

ZC-54-2016
COUNCIL DISTRICT 4
4301 MCPHERSON RD STE 103

APPLICATION FOR
S.U.P. (CONDITIONAL USE PERMIT)
-> TATTOO SHOP



FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 6/28/2016

ZC-54-2016
COUNCIL DISTRICT 4
4301 MCPHERSON RD STE 103

APPLICATION FOR
S.U.P. (CONDITIONAL USE PERMIT)
-> TATTOO SHOP

4301 McPherson Rd.
Suite #103
Special Use Permit for Tattoo Shop
ZC 54-2016

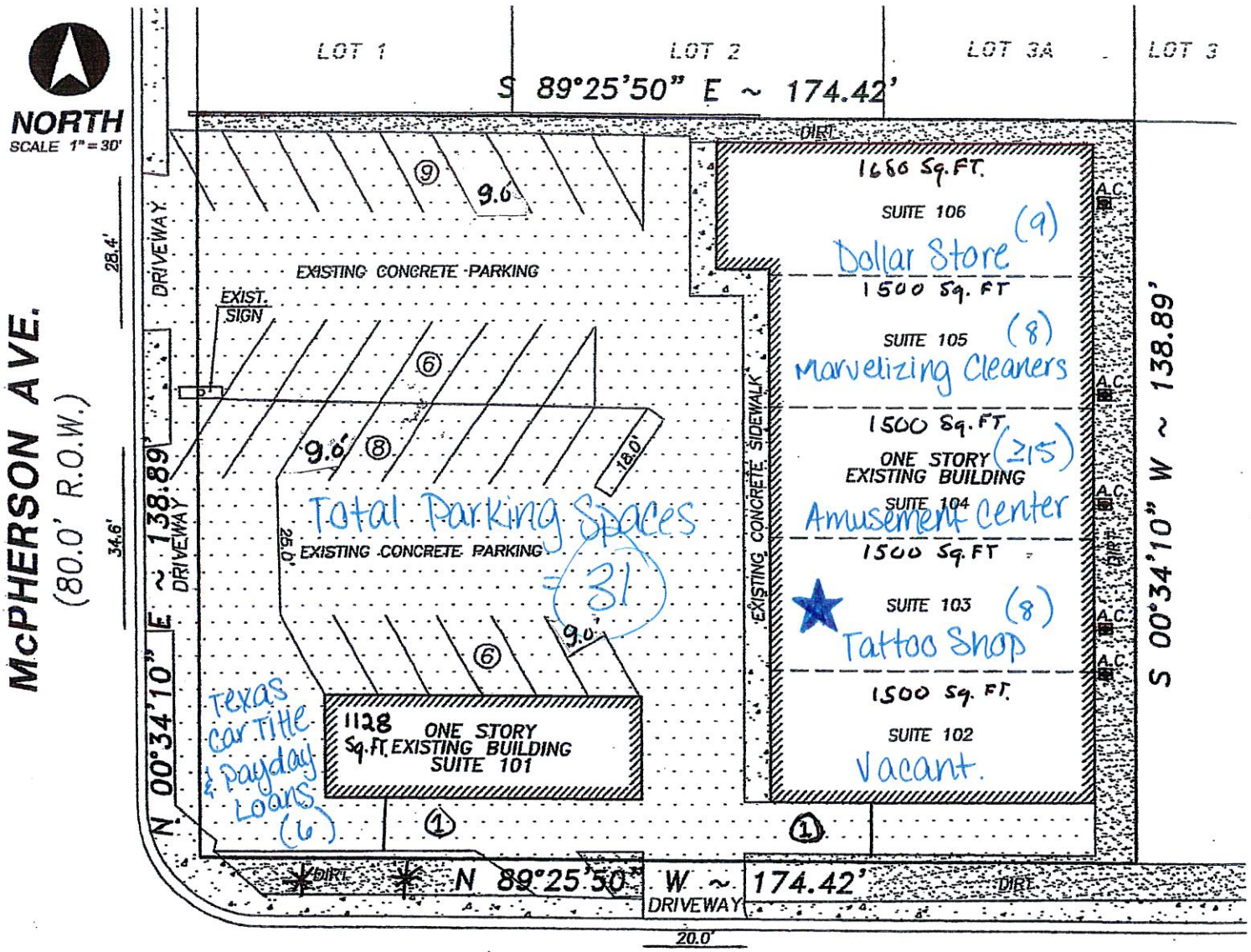
Side Parking along E. Eistetter St.

200' NOTIFICATION
1 inch = 100 feet
Date: 6/28/2016

ZC-54-2016
COUNCIL DISTRICT 4
4301 MCPHERSON RD STE 103

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> TATTOO SHOP

SITE PLAN
OF
4301 McPHERSON RD.



Available Parking = 31

Needed Parking = 46 (Not Counting Vacant lot)

4301 McPHERSON AVE.
LOT 8-A, BLOCK 664
EASTERN DIVISION
CITY OF LAREDO, WEBB COUNTY, TEXAS.

TEC ENGINEERS & CONSULTANTS INC.
TEXAS REGISTERED ENGINEERING FIRM F-005148
801 GUADALUPE ST. SUITE 101 LAREDO, TX. 78040
PH. (956)791-1220 FAX (956)753-7687

LEASE AGREEMENT

STATE OF TEXAS

COUNTY OF WEBB

This agreement commencing on August 1, 2016 between Wicked Ink, c/o Mr. Julian Espinoza with its principle office and place of business in Laredo, Webb County, Texas, herein called "Lessee", located at 4301 McPherson Ste 103, Laredo, Tex and Zepold Properties, LTD (Lessor) for consideration of the covenants herein contained on the part of the Lessee to be kept and performed, Lessor does hereby demise and lease unto Lessee:

(6) parking spaces located at the Danny's Restaurant parking at 4320 McPherson, Laredo , Texas located across the street from Lessee's place of business.

Term and Rent

Lease term is for the time the business is in operation. The monthly lease rate shall be a fixed amount of $250.00. Rent payments have no grace period and are due on the 1st of every month. Any rent after the end of each month is subject to a late fee of $25.00 for the first day and $5.00 for each day thereafter.

USE

Lessee shall use and occupy the premise for Parking only of his customers.

ENTIRE AGREEMENT

The foregoing constitutes the entire agreement between the parties and may be modified only by writing singed by both parties.

Signed this 1 day of August 2016.

Zepold Properties, LTD. (Lessor)

Lessor ----By: Roberto Gonzalez , Leasing Agent

Wicked Ink, Lessee

Lessee ----- Julian Espinoza

Final Reading of Ordinances **19.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Robert Eads, Assistant City Manager
Staff Source: Claudia San Miguel, Acting Transit General Manager

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SUBJECT

2016-O-142 Authorizing the City Manager to amend the FY 2016 Transit Capital Budget by increasing revenues and expenses in the amount of $316,630.00 in order to appropriate Capital, Rolling Stock, Program Administration and Operating Assistance approved by the Federal Transit Administration (FTA) Grant TX-2016-052-00.

PREVIOUS COUNCIL ACTION

On September 6, 2016, the City Council approved and authorized the City Manager to amend the Transit Capital budget in the amount of $316,630.

BACKGROUND

The 2016 Transit Capital Budget must be amended to appropriate funds by increasing revenues and expenses in the amount of $316,630 in order to appropriate Capital, Rolling Stock, Program Administration and Operating Assistance to the Federal Transit Administration FY 2016 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities grant program.

COMMITTEE RECOMMENDATION

To amend the 2016 Transit Capital Budget by increasing revenues and expenditures in the amount of $316,630.

STAFF RECOMMENDATION

Staff recommends approval of this amendment.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	Y
Source of Funds:	Grant
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

	Budget 2016	Proposed Amendment	Amended Budget 2016
Revenues:			
Grant	$0	$247,845	$247,845
Local Match	$0	$30,000	$30,000
Cash (RBC)	$0	$38,785	$38,785
Expenses:			
Rolling Stock	$0	$202,000	$202,000
Operating Assistance	$0	$65,570	$65,570
ADP Software	$0	$28,500	$28,500
Program Administration	$0	$20,560	$20,560

Attachments

Ordinance 2016-O-142

ORDINANCE NO. 2016-O-142

AUTHORIZING THE CITY MANAGER TO AMEND THE 2016 TRANSIT CAPITAL BUDGET BY INCREASING REVENUES AND EXPENSES IN THE AMOUNT OF $316,630 IN ORDER TO APPROPRIATE CAPITAL, ROLLING STOCK, PROGRAM ADMINISTRATION, AND OPERATING ASSISTANCE APPROVED IN THE FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT TX-2016-052-00.

WHEREAS, the City Council previously adopted the budget for fiscal year 2015-2016; and

WHEREAS, On September 6, 2016 the Laredo Mass Transit Board authorized the City Manager to apply the United States Department of Transportation (DOT), Federal Transit Administration (FTA) Grant No. TX-2016-052-00, Section 5310 in the amount of $316,630 to be used for capital, rolling stock, program administration and operating assistance for both Laredo Transit Management Inc., and Ruth B. Cowl Rehabilitation Center,

WHEREAS, The City Council finds it to be in the best interests of the City of Laredo, Texas, to amend the FY 2015-2016 Transit Capital Budget by increasing revenues and expenditures by $316,630 to be used for the purchase of Capital, Rolling Stock, Program Administration and Operating Assistance.

WHEREAS, a public hearing and introductory ordinance was held on September 6, 2016.

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

Section 1. The FY2015-2016 Transit Capital Budget is hereby amended to appropriate $316,630.

Section 2. The grant funds shall be deposited in the City of Laredo Transit Capital Fund.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

_____

PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. “BETO” RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:

BY_____
RAUL CASSO
CITY ATTORNEY

Final Reading of Ordinances **20.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Robert Eads, Assistant City Manager
Staff Source: Riazul I. Mia, P.E.. CFM

SUBJECT

2016-O-143 Amending the City of Laredo Code of Ordinances, Chapter 31 (Utilities), Division 5 (Rates and Charges), Article II (Sewers and Sewage Disposal), by renaming section 31-92 (Inside City Limits) to (Rates and Charges), by removing the rate cap for residential accounts over 30,000 gallons and charging the same rate as the tier for usage of 20,001 to 30,000 gallons; modifying the commercial rate by combining the existing tiers of 10,001 to 30,000 gallons and the 30,001 to 40,000 gallons into one tier of 10,001 to 40,000 gallons and keeping the rate of the 30,001 to 40,000 gallons rate; modifying the tiers of 150,001 to 300,000 gallons and the 300,001 to 600,000 gallons to match the residential rate tier for equal consumption and keeping the annual rate increases at a 2% as previously approved by City Council up until 2037. Creating section 31-102 (Fees) and moving the fees contents from Sec. 31-92 (Rates and Charges) to section 31-102, providing for publication and an effective date.

PREVIOUS COUNCIL ACTION

Approval of Introductory reading of ordinance by Council on September 6, 2016.

BACKGROUND

Residential sewer charges are based upon metered water consumption and currently the rate for 30,001 gallons and higher are $0.00 (per 1,000 gallons). Current Oct 2015 rates for sewer from 20,001 to 30,000 are $3.65 (per 1,000 gallons) and this change would maintain the Oct 2015 $3.65 rate above 20,001 gallons including above 30,001 gallons.

The table for commercial water rates has one rate tier from 10,001 to 40,000, whereas the commercial sewer rate tiers have both a 10,001 – 30,000 tier and a 30,001 – 40,000 tier. This change matches the commercial sewer tier to match the water tier volumes of 10,001 – 40,000. Previous commercial sewer rates for 150,000 through 600,000 was set below residential sewer rates, this change brings these two (2) ties to equal the residential rates for use above 20,001 gallons, namely $3.65 (per 1,000 gallons).

COMMITTEE RECOMMENDATION

Finance and Operations Committee

STAFF RECOMMENDATION

Approval of Final Ordinance.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	NA
Source of Funds:	NA
Account #:	NA
Change Order: Exceeds 25% Y/N:	NA

FINANCIAL IMPACT:

Attachments

Remove Sewer Cap

ORDINANCE NO 2016-O-143

Amending the City of Laredo Code of Ordinances, Chapter 31 (Utilities), Division 5 (Rates and Charges), Article II (Sewers and Sewage Disposal), by renaming section 31-92 (Inside City Limits) to (Rates and Charges), by removing the rate cap for residential accounts over 30,000 gallons and charging the same rate as the tier for usage of 20,001 to 30,000 gallons; modifying the commercial rate by combining the existing tiers of 10,001 to 30,000 gallons and the 30,001 to 40,000 gallons into one tier of 10,001 to 40,000 gallons and keeping the rate of the 30,001 to 40,000 gallons rate; modifying the tiers of 150,001 to 300,000 gallons and the 300,001 to 600,000 gallons to match the residential rate tier for equal consumption and keeping the annual rate increases at a 2% as previously approved by City Council up until 2037. Creating section 31-102 (Fees) and moving the fees contents from Sec. 31-92 (Rates and Charges) to section 31-102. Providing for publication and an effective date.

WHEREAS, the sewer system continues to grow at increased levels per year and the rehabilitation and improvements needed for existing infrastructure is critical; and

WHEREAS, funding the sewer system's capital expansion and improvement plan will require the issuance of revenue and other bonds, the repayment of which will come primarily from the revenues generated by the sewer system's user fees and charges.

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

ARTICLE II: SEWAGE AND SEWAGE DISPOSAL

DIVISION 5: RATES AND CHARGES

Sec. 31-92. ~~Inside City Limits~~ Rates and Charges

(a) Premises connected with system. Charges shall be paid by all persons owning or occupying premises which are connected with the sanitary sewage system in accordance with the following schedule of rates; and such charges as are hereinafter described are hereby levied and assessed, as hereinafter provided:

(1) Monthly sewer rate charges shall be based on metered water consumption as described on the following tables scheduled for annual adjustments beginning on October 1, 2008, and every year that follows up to 2037.

~~Sewer Rates within the City Limits~~ Residential:

			~~*FISCAL YEAR BEGINNING OCTOBER 1,*~~										
			~~*2008*~~		~~*2009*~~	~~*2010*~~	~~*2011*~~	~~*2012*~~	~~*2013*~~	~~*2014*~~	~~*2015*~~	~~*2016*~~	~~*2017*~~
~~*Residential Minimum Charge*~~													
~~0~~	~~to~~	~~2,000~~	~~gal~~	~~$8.50~~	~~$8.50~~	~~$8.50~~	~~$8.50~~	~~$8.50~~	~~$8.93~~	~~$9.10~~	~~$9.29~~	~~$9.47~~	~~$9.66~~
~~*Volumetric Rate*~~													
~~2,001~~	~~to~~	~~4,000~~	~~gal~~	~~$1.57~~	~~$2.29~~	~~$2.56~~	~~$2.77~~	~~$2.91~~	~~$3.05~~	~~$3.11~~	~~$3.18~~	~~$3.24~~	~~$3.30~~
~~4,001~~	~~to~~	~~10,000~~	~~gal~~	~~$1.59~~	~~$2.33~~	~~$2.61~~	~~$2.82~~	~~$2.96~~	~~$3.10~~	~~$3.17~~	~~$3.23~~	~~$3.29~~	~~$3.36~~
~~10,001~~	~~to~~	~~20,000~~	~~gal~~	~~$1.73~~	~~$2.45~~	~~$2.74~~	~~$2.96~~	~~$3.11~~	~~$3.27~~	~~$3.33~~	~~$3.40~~	~~$3.47~~	~~$3.54~~
~~20,001~~	~~to~~	~~30,000~~	~~gal~~	~~$1.85~~	~~$2.63~~	~~$2.94~~	~~$3.18~~	~~$3.34~~	~~$3.51~~	~~$3.58~~	~~$3.65~~	~~$3.72~~	~~$3.79~~
~~30,001~~	~~and~~	~~greater~~	~~gal~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
			~~*FISCAL YEAR BEGINNING OCTOBER 1,*~~										
			~~*2018*~~		~~*2019*~~	~~*2020*~~	~~*2021*~~	~~*2022*~~	~~*2023*~~	~~*2024*~~	~~*2025*~~	~~*2026*~~	~~*2027*~~
~~*Residential Minimum Charge*~~													
~~0~~	~~to~~	~~2,000~~	~~gal~~	~~$9.85~~	~~$10.05~~	~~$10.25~~	~~$10.46~~	~~$10.67~~	~~$10.88~~	~~$11.10~~	~~$11.32~~	~~$11.56~~	~~$11.78~~
~~*Volumetric Rate*~~													
~~2,001~~	~~to~~	~~4,000~~	~~gal~~	~~$3.37~~	~~$3.44~~	~~$3.51~~	~~$3.58~~	~~$3.65~~	~~$3.72~~	~~$3.80~~	~~$3.87~~	~~$3.95~~	~~$4.03~~
~~4,001~~	~~to~~	~~10,000~~	~~gal~~	~~$3.43~~	~~$3.50~~	~~$3.57~~	~~$3.64~~	~~$3.71~~	~~$3.78~~	~~$3.86~~	~~$3.94~~	~~$4.02~~	~~$4.10~~
~~10,001~~	~~to~~	~~20,000~~	~~gal~~	~~$3.61~~	~~$3.68~~	~~$3.75~~	~~$3.83~~	~~$3.91~~	~~$3.98~~	~~$4.06~~	~~$4.14~~	~~$4.23~~	~~$4.31~~
~~20,001~~	~~to~~	~~30,000~~	~~gal~~	~~$3.87~~	~~$3.95~~	~~$4.03~~	~~$4.11~~	~~$4.19~~	~~$4.27~~	~~$4.36~~	~~$4.45~~	~~$4.54~~	~~$4.63~~
~~30,001~~	~~and~~	~~greater~~	~~gal~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
			~~*FISCAL YEAR BEGINNING OCTOBER 1,*~~										
			~~*2028*~~		~~*2029*~~	~~*2030*~~	~~*2031*~~	~~*2032*~~	~~*2033*~~	~~*2034*~~	~~*2035*~~	~~*2036*~~	~~*2037*~~
~~*Residential Minimum Charge*~~													
~~0~~	~~to~~	~~2,000~~	~~gal~~	~~$12.01~~	~~$12.25~~	~~$12.50~~	~~$12.75~~	~~$13.00~~	~~$13.26~~	~~$13.53~~	~~$13.80~~	~~$14.07~~	~~$14.07~~
~~*Volumetric Rate*~~													
~~2,001~~	~~to~~	~~4,000~~	~~gal~~	~~$4.11~~	~~$4.19~~	~~$4.27~~	~~$4.36~~	~~$4.45~~	~~$4.54~~	~~$4.63~~	~~$4.72~~	~~$4.81~~	~~$4.81~~
~~4,001~~	~~to~~	~~10,000~~	~~gal~~	~~$4.18~~	~~$4.26~~	~~$4.35~~	~~$4.43~~	~~$4.52~~	~~$4.61~~	~~$4.71~~	~~$4.80~~	~~$4.90~~	~~$4.90~~
~~10,001~~	~~to~~	~~20,000~~	~~gal~~	~~$4.40~~	~~$4.49~~	~~$4.58~~	~~$4.67~~	~~$4.76~~	~~$4.86~~	~~$4.95~~	~~$5.05~~	~~$5.15~~	~~$5.15~~
~~20,001~~	~~to~~	~~30,000~~	~~gal~~	~~$4.72~~	~~$4.81~~	~~$4.91~~	~~$5.01~~	~~$5.11~~	~~$5.21~~	~~$5.31~~	~~$5.42~~	~~$5.53~~	~~$5.53~~
~~30,001~~	~~and~~	~~greater~~	~~gal~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~

Begin Gallons	End Gallons	Oct 2015	Oct. 2016	Oct. 2017	Oct. 2018	Oct. 2019	Oct. 2020	10/2021 & Forward Annual % Increase
0	2,000	$9.29	$9.47	$9.66	$9.85	$10.05	$10.25	2%
2,001	4,000	$3.18	$3.24	$3.30	$3.37	$3.44	$3.51	2%
4,001	10,000	$3.23	$3.29	$3.36	$3.43	$3.50	$3.57	2%
10,001	20,000	$3.40	$3.47	$3.54	$3.61	$3.68	$3.75	2%
20,001	30,000	$3.65	$3.72	$3.79	$3.87	$3.95	$4.03	2%
30,001	Greater	~~$0.00~~ $3.65	~~$0.00~~ $3.72	~~$0.00~~ $3.79	~~$0.00~~ $3.87	~~$0.00~~ $3.95	~~$0.00~~ $4.03	2%

Commercial:

			FISCAL YEAR BEGINNING OCTOBER 1,										
			2008		*2009*	*2010*	*2011*	*2012*	*2013*	*2014*	*2015*	*2016*	*2017*
Commercial/Multifamily Minimum Charge													
0	to	2,000	gal	$13.38	$18.35	$20.65	$21.68	$22.76	$23.90	$24.38	$24.87	$25.36	$25.87
Volumetric Rate													
2,001	to	4,000	gal	$1.25	$1.69	$1.89	$2.00	$2.10	$2.21	$2.32	$2.37	$2.41	$2.46
4,001	to	150,000	gal	$1.69	$1.89	$2.00	$2.10	$2.21	$2.32	$2.37	$2.41	$2.46	$2.51
10,001	to	30,000	gal	$1.77	$1.98	$2.10	$2.20	$2.31	$2.43	$2.48	$2.53	$2.58	$2.63
30,001	to	40,000	gal	$1.93	$2.16	$2.29	$2.41	$2.53	$2.65	$2.71	$2.76	$2.82	$2.87
40,001	to	150,000	gal	$2.00	$2.24	$2.37	$2.49	$2.62	$2.75	$2.80	$2.86	$2.91	$2.97
150,001	to	300,000	gal	$2.23	$2.49	$2.64	$2.78	$2.92	$3.06	$3.12	$3.19	$3.25	$3.31
300,001	to	600,000	gal	$2.46	$2.75	$2.92	$3.06	$3.22	$3.38	$3.44	$3.51	$3.58	$3.66
600,001	to	1,000,000	gal	$2.92	$3.27	$3.46	$3.63	$3.82	$4.01	$4.09	$4.17	$4.25	$4.34
1,000,001	to	greater	gal	$3.54	$3.96	$4.20	$4.41	$4.63	$4.86	$4.96	$5.06	$5.16	$5.26
			FISCAL YEAR BEGINNING OCTOBER 1,										
			2018		*2019*	*2020*	*2021*	*2022*	*2023*	*2024*	*2025*	*2026*	*2027*
Commercial/Multifamily Minimum Charge													
0	to	2,000	gal	$26.39	$26.92	$27.46	$28.00	$28.56	$29.14	$29.72	$30.31	$30.92	$31.54
Volumetric Rate													
2,001	to	4,000	gal	$2.51	$2.56	$2.61	$2.66	$2.72	$2.77	$2.83	$2.88	$2.94	$3.00
4,001	to	10,000	gal	$2.56	$2.61	$2.66	$2.72	$2.77	$2.83	$2.88	$2.94	$3.00	$3.06
10,001	to	30,000	gal	$2.68	$2.74	$2.79	$2.85	$2.90	$2.96	$3.02	$3.08	$3.14	$3.21
30,001	to	40,000	gal	$2.93	$2.99	$3.05	$3.11	$3.17	$3.23	$3.30	$3.36	$3.43	$3.50
40,001	to	150,000	gal	$3.03	$3.09	$3.15	$3.22	$3.28	$3.35	$3.41	$3.48	$3.55	$3.62
150,001	to	300,000	gal	$3.38	$3.45	$3.52	$3.59	$3.66	$3.73	$3.81	$3.88	$3.96	$4.04
300,001	to	600,000	gal	$3.73	$3.80	$3.88	$3.96	$4.04	$4.12	$4.20	$4.28	$4.37	$4.46
600,001	to	1,000,000	gal	$4.42	$4.51	$4.60	$4.70	$4.79	$4.89	$4.98	$5.08	$5.18	$5.29
1,000,001	to	greater	gal	$5.37	$5.47	$5.58	$5.70	$5.81	$5.93	$6.04	$6.16	$6.29	$6.41
			FISCAL YEAR BEGINNING OCTOBER 1,										
			2028		*2029*	*2030*	*2031*	*2032*	*2033*	*2034*	*2035*	*2036*	*2037*
Commercial/Multifamily Minimum Charge													
0	to	2,000	gal	$32.17	$32.81	$33.47	$34.14	$34.82	$35.52	$36.23	$36.95	$37.69	$37.69
Volumetric Rate													
2,000	to	4,000	gal	$3.06	$3.12	$3.18	$3.25	$3.31	$3.38	$3.45	$3.52	$3.59	$3.66
4,001	to	10,000	gal	$3.12	$3.18	$3.25	$3.31	$3.38	$3.45	$3.52	$3.59	$3.66	$3.66
10,001	to	30,000	gal	$3.27	$3.34	$3.40	$3.47	$3.54	$3.61	$3.68	$3.76	$3.83	$3.83
30,001	to	40,000	gal	$3.57	$3.64	$3.72	$3.79	$3.87	$3.94	$4.02	$4.10	$4.18	$4.18
40,001	to	150,000	gal	$3.70	$3.77	$3.84	$3.92	$4.00	$4.08	$4.16	$4.25	$4.33	$4.33
150,001	to	300,000	gal	$4.12	$4.20	$4.29	$4.37	$4.46	$4.55	$4.64	$4.73	$4.83	$4.83
300,001	to	600,000	gal	$4.54	$4.64	$4.73	$4.82	$4.92	$5.02	$5.12	$5.22	$5.32	$5.32

~~600,001~~	~~to~~	~~1,000,000~~	~~gal~~	~~$5.39~~	~~$5.50~~	~~$5.61~~	~~$5.72~~	~~$5.84~~	~~$5.96~~	~~$6.07~~	~~$6.20~~	~~$6.32~~	~~$6.32~~
~~1,000,001~~	~~to~~	~~greater~~	~~gal~~	~~$6.54~~	~~$6.67~~	~~$6.81~~	~~$6.94~~	~~$7.08~~	~~$7.22~~	~~$7.37~~	~~$7.52~~	~~$7.67~~	~~$7.67~~

Begin Gallons	End Gallons	Oct 2015	Oct. 2016	Oct. 2017	Oct. 2018	Oct. 2019	Oct. 2020	10/2021 & Forward Annual % Increase
0	2,000	$24.87	$25.36	$25.87	$26.39	$26.92	$27.46	2%
2,001	4,000	$2.37	$2.41	$2.46	$2.51	$2.56	$2.61	2%
4,001	10,000	$2.41	$2.46	$2.51	$2.56	$2.61	$2.66	2%
~~10,001~~	~~30,000~~	~~$2.53~~	~~$2.58~~	~~$2.63~~	~~$2.68~~	~~$2.74~~	~~$2.74~~	~~2%~~
~~30,001~~ 10,001	40,000	$2.76	$2.82	$2.87	$2.93	$2.99	$3.05	2%
40,001	150,000	$2.86	$2.91	$2.97	$3.03	$3.09	$3.15	2%
150,001	300,000	$3.19	~~$3.25~~ $3.72	~~$3.31~~ $3.79	~~$3.38~~ $3.87	~~$3.45~~ $3.95	~~$3.52~~ $4.03	2%
300,001	600,000	$3.51	~~$3.58~~ $3.72	~~$3.66~~ $3.79	~~$3.73~~ $3.87	~~$3.80~~ $3.95	~~$3.88~~ $4.03	2%
600,001	1,000,000	$4.17	$4.25	$4.34	$4.42	$4.51	$4.60	2%
1,000,001	Greater	$5.06	$5.16	$5.26	$5.37	$5.47	$5.58	2%

(2) There shall be no maximum monthly charges for residential and commercial users.

Sec. 31-93. - Metering devices.

(a)

The owner or occupant of any building connected to the sanitary sewage system using water from water wells or other sources shall be required to install at such owner's cost and expense a metering device in such sewage line and the charge at the rates set out in section 31-92 shall be based on the amount of flow into the sanitary sewage system as shown by such meter. Any such metering device so installed shall be approved by the city sewer system.

(b)

Any commercial user who uses metered water as a component of a manufactured product (such as an ice plant or bottling plant) may at his option install a metering device in such sewage line at his cost and expense and the charge at the above rates shall be based on the amount of flow into the sanitary sewage system as shown by such meter. Any such metering device so installed shall be approved by the city sewer system. If such

commercial user does not install a metering device, he shall be charged in accordance with the rate schedule set out in section 31-92 as to all metered water consumption.

Sec. 31-94. - Time of payment of charges.

The sewer charges set out in section 31-92 shall be due and payable monthly as water bills are paid to the city and shall be at the same place and within the same time such water bill is payable, and such charges shall be added to and billed with such water bill.

Sec. 31-95. - Penalty for nonpayment; deferred payment plan.

(a)

Penalty. Any person who shall fail to pay the sewer charges or rentals levied in this division and assessed within ten (10) days from the time same becomes due and payable shall be subject to have their water service discontinued by the board of the waterworks system, and in addition shall be subject to have their sewer disconnected from the city's sewer system and lines, and thereafter no sewer connection which has been disconnected for the nonpayment of charges shall again be connected for the same user until all costs incurred in the actual physical disconnect and reconnect shall have been paid, and delinquent sewer charges have been paid; provided that, no such sewer disconnection shall be made without first giving the users ten (10) days written notice.

(b)

Deferred payment plan.

(1)

Applicability. The deferred payment plan is applicable to all services billed by the utilities department including water, sewer, garbage, federal and state mandates, tax and any other services attached to the utilities bill in the future.

(2)

Eligibility. Individuals or business entities whose account is in arrears or who are unable to pay a billed amount are eligible to enroll in the deferred payment plan. Customers, however, are only eligible to use this recourse for one (1) bill at a time and are not eligible again until the full amount in a prior enrollment is liquidated.

(3)

Payment period. The maximum allowable repayment period for residential and commercial customers is twelve (12) months. For residential customers whose monthly agreed payment plus the average current bill exceeds three (3) times the average current bill, a longer repayment period shall be authorized by the utilities director, provided that the repayment period does not exceed thirty-six (36) months. This additional extended provision does not apply to commercial customers.

(4)

Duty to remain current. The customer shall remain in good standing throughout the life of the payment plan. Failure to pay the full amount billed each month, consisting of the current bill plus the agreed monthly amount to liquidate the prior

debt, shall result in disconnection of services and a requirement to pay the full amount owed in the plan, as a condition of reconnection.

Sec. 31-96. - Charges assessed against whom.

The charges levied and assessed in this division are and shall be levied and assessed against the person in whose name the water meter at such place, building, structure, business or establishment is listed and assessed.

Sec. 31-97. - Industrial waste cost recovery charges—Payment and agreement required.

(a)

Persons making discharges of industrial waste shall pay a charge to cover the cost of collection and treatment.

(b)

When discharges of industrial waste are approved by the approving authority, the city or its authorized representative shall enter into an agreement or arrangement providing:

(1)

Terms of acceptance by the city; and

(2)

Payment by the person making the discharge.

Sec. 31-98. - Same—Agreements.

(a)

If the volume or character of industrial waste to be treated by the city does not cause overloading the sewage collection, treatment or disposal facilities of the city, then prior to approval, the city and the person making the discharge shall enter into an agreement which provides that the discharger pay an industrial waste charge to be determined from the schedule of charges.

(b)

If the volume or character of the waste to be treated by the city requires that wastewater collection, treatment, or other disposal facilities of the city be improved, expanded, or enlarged in order to treat the waste, then prior to approval, the city and the person making the discharge shall enter into an agreement which provides that the discharger pay in full all added costs the city may incur due to acceptance of the waste.

(c)

The agreement entered into pursuant to paragraph (a) of this section shall include but not be limited to:

(1)

Amortization of all capital outlay for collecting and treating the waste, including new capital outlay and the proportionate part of the value of the existing system used in handling and treating the waste;

(2)

Operation and maintenance costs including salaries and wages, power costs, costs of chemicals and supplies, proper allowances for maintenance, depreciation, overhead, and office expense.

Sec. 31-99. - Same—Schedule of charges.

(a)

The director of the water and sewer department shall write the industrial cost recovery formula for charges, which formula shall be approved by the city council. The charges to be made shall be based on the guidelines supplied for implementation of the Federal Water Pollution Control Act and subject to review and approval by the Texas Water Commission.

(b)

The following formula for allocation or derivation of the industrial waste recovery charges, as recommended by the director of the water and sewer department, is approved:

$Ci=v_o\ Vi+b_o\ Bi=s_o\ Si$

Wherein the terms used are as follows:

Ci= Charge to industrial users (industrial waste cost recovery), $/month

v_o = Unit cost of transport and treatment chargeable to volume, $/1000 gal.

Vi= Volume of wastewater from industrial users, 1000 gal. $/1000 gal. month

b_o = Unit cost of treatment chargeable to BOD, $/mg/l.

B;sub\sub;= Amount of BOD from industrial users in mg/l times the quantity of flow in thousands of gallons

s_o = Unit cost of treatment (including sludge treatment), chargeable to SS in $/mg/l times the quantity of flow in thousands of gallons

s;sub\sub;= Amount of SS from industrial users expressed in mg/l

(c)

Initially, "b_o" and "s_o" are $0.003/milligram per liter.

Sec. 31-100. - Same—Adjustment of charges.

(a)

The city shall adjust industrial waste cost recovery charges at least annually to reflect changes in the characteristics of wastewater based on the results of sampling and testing.

(b)

Increases in charges shall be retroactive for two (2) billing periods and shall continue for six (6) billing periods unless subsequent tests determine that the charge should be further increased.

(c)

The city shall review at least annually the basis for determining charges and shall adjust the unit treatment cost in the formula to reflect increases or decreases in wastewater treatment costs based on the previous year's experience.

(d)

The city shall bill the discharger by the month and shall show industrial waste charges as a separate item on the regular bill for water and sewer charges. The discharger shall pay monthly in accordance with practices existing for payment of sewer charges.

Sec. 31-101. - Revenues; disposition.

From the money received and collected from sanitary sewer service charges and fees, the board of trustees shall first pay all cost of the operation and maintenance of the system and shall hold and conserve the balance of such funds, after payment of operation and maintenance costs, in a special fund subject to the order of the city council.

Sec. 31-102 Fees

~~(3)~~ 1. Sewer ~~clay~~ PVC pipe.
Twelve-inch—$30.00 per lineal foot
Eight-inch—$25.00 per lineal foot
Six-inch—$20.00 per lineal foot

~~(4)~~ 2. Sewers tap: Six-inch $1,927.80 each

~~(5)~~ 3. Locate sewer tap $250.00 each

~~(6)~~ 4. Sewer clean out $1,258.65

~~(7)~~ 5. Sewer Services

(a) Jetter –Vacuum Truck - $250.00 Service call (3Hrs Minimum) - $150.00 Additional Hour

(b) Vacuum Truck (5,000 Gal)- $250.00 Service Call (3hours Minimum)- $150.00 Additional Hour

(c) Dump Truck (12 cu. Yds) - $200.00 Service call (3hour Minimum) $150.00 Additional Cost

(d) CCTV Truck- $250.00 Service call (3hour) minimum) $150.00 Additional hour

(e) CCTV Truck- > 200 ft 6inch to 12-inch pipe inspection $2.50 linear ft.; CCTV Truck- > 200 ft 15inch to 21-inch pipe inspection $3.50 linear ft. ; CCTV Truck- > 200 ft 24 inch pipe inspection $4.50 linear ft.

(f) Pick Up Truck $120.00 per day

(g) Jetter Truck - $250.00 Service call (3 hours. Minimum) - $150.00 Additional hour

(h) Portable Jetter Equipment- $100.00 Service call (3 hours. Minimum)- $150.00

additional hour

(i) Sewer taps located- $300.00

(j) Line Locates - $150.00 service call

(k) Septic Tanks Disposal Fee - $40.00/1000 gallons

~~The rates and fees for outside the city limits shall be two (2) times those herein established for commercial rates and fees.~~

~~**(b)** The rates and fees for outside the city limits shall be two (2) times those herein established for commercial rate and fees.~~

Secs. 31-~~102~~ 103—31-112. - Reserved.

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 November 7, 2016, pursuant to the City Charter, Section 2.09 (B).

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE_____DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. REAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:

_____
RAUL CASSO
CITY ATTORNEY

Final Reading of Ordinances **21.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Robert Eads, Assistant City Manager
Staff Source: Riazul I. Mia, P.E., CFM

SUBJECT

2016-O-144 Amending the City of Laredo Ordinance #2016-O-086, Chapter 31 (Utilities), Division 3 (Rates and Charges), Article III (Water), section 31-141 (Water Availability), specifically section 1. a. by decreasing the square footage from 6,000 to 4,500 square feet; 1. b. from minimum of 6,000 to 4,500 square feet and increasing the cost from $500.00 to $1,000.00; 1. c. by increasing the cost from $750.00 to $1,500.00 and 1. d. by increasing the cost from $1,000.00 to $2,000.00; modifying 2. a. by removing one-half and adding one-third acre-feet and increasing the cost from $500.00 to $1,000.00; 2. b. by increasing the cost from $500.00 to $1,500.00 and 2. c. by increasing the cost from $500.00 to $1,500.00. Modifying (b) 2. for connection charges by adding a multifamily charge of $200.00 per unit per meter and moving the current (b) 2. to (b) 3, providing for publication and an effective date.

PREVIOUS COUNCIL ACTION

Approval of Introductory Ordinance by Council on September 6, 2016.

BACKGROUND

On February 2, 1987, the City Council approved Ordinance 87-O-25 and was never increased. The cost of water rights was $720/ac-ft in 1996 and $3000/ac-ft in 2015. City needs to acquire more water rights to meet the future demands and staff is recommending to increase the fees.
.

COMMITTEE RECOMMENDATION

Finance and Operations Committees

STAFF RECOMMENDATION

Approval of Final Final Ordinance.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	NA
Source of Funds:	NA

Account #: NA

Change Order: Exceeds 25% Y/N: NA

FINANCIAL IMPACT:

Attachments

Water Availability

ORDINANCE NO 2016-O-144

Amending the City of Laredo Ordinance #2016-O-086, Chapter 31 (Utilities), Division 3 (Rates and Charges), Article III (Water), section 31-141 (Water Availability), specifically section 1. a. by decreasing the square footage from 6,000 to 4500 square feet; 1. b. from minimum of 6,000 to 4,500 square feet and increasing the cost from $500.00 to $1,000.00; 1. c. by increasing the cost from $750.00 to $1,500.00 and 1. d. by increasing the cost from $1,000.00 to $2,000.00; modifying 2. a. by removing one-half and adding one-third acre-feet and increasing the cost from $500.00 to $1,000.00; 2. b. by increasing the cost from $500.00 to $1,500.00 and 2. c. by increasing the cost from $500.00 to $1,500.00. Modifying (b) 2. for connection charges by adding a multifamily charge of $200.00 per unit per meter and moving the current (b) 2. to (b) 3. Providing for publication and an effective date.

WHEREAS, the water system continues to grow at increased levels per year; and

WHEREAS, the City of Laredo continues to buy water rights to meet demand in the future and the cost of water rights continues to increase; and

WHEREAS, funding for future water rights' purchases will require an increase in the water availability fees.

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

ARTICLE III: WATER

DIVISION 3: RATES AND CHARGES

Sec. 31-141. Water Availability

Water availability charges applicable to all platted property.

(a)

Lot charges. In addition to all other charges provided for herein and in addition to all requirements of the subdivision ordinance or other ordinances regulating the subdivision or platting of land, there shall be an additional charge for the creation of every new lot as set forth below:

1.

Residential lots:

a.

For each lot that is under ~~6,000~~ 4500 square feet $300.00

b.

For each lot that is ~~6,000~~ 4500 to 7,999 square feet .....~~500.00~~ $1000.00

c.

For each lot that is 8,000 to 9,999 square feet .....~~750.00~~ $1500.00

d.

For each lot that is 10,000 square feet and over .....~~1, 000.00~~ $2,000.00

2.

Nonresidential lots (commercial lots):

a.

For each and every lot created which is less than one (1) acre, the equivalent of one-~~half~~ third acre-feet of municipal use water right, per lot.....$~~500.00~~ $1000.00

b.

For every lot which is greater than one (1) acre (any fractional acreage within such lot shall incur a proportionate charge), the equivalent of one-half acre-feet of municipal use water right, per acre .....~~500.00~~ $1500.00

c.

For every lot regardless of size created by a replat that has been previously paid under subsection 1. or 2. above, the equivalent of one-half acre-feet of municipal use water right, per lot .....~~500.00~~ $1500.00

(b)

Connection charges. For each connection to the water system or increase in meter size, the following charges will be collected at the time of connection, as shown below, except for a five-eighths and three-fourths meter connection to a lot of record as defined in section 24-61(b)(59)(ii) of the zoning ordinance, for which there shall be no charge.

1.

Residential lots (for which either the five-eighths by three-fourths inch or one-inch meter size applies) will pay a connection fee as follows:

Meter Size (inches)	**Lot Size (square feet)**	**Amount**
⅝ x ¾	**under 6,000**	**$300.00**
⅝ x ¾	**6,000—7,999**	**500.00**
⅝ x ¾	**8,000—9,999**	**750.00**
⅝ x ¾	**10,000 and over**	**1,000.00**
1	**any size lot**	**1,000.00**

2. Multifamily will be charged as $200 per unit per meter.

3. ~~2.~~ Nonresidential lots (commercial lots) excluding multifamily will have a connection fee based on the meter size:

Size of meter in inches:

⅝″ x ¾″ $500.00
1″ 1,000.00
1 ½″ 2,000.00
2 .....4,000.00
3 .....8,000.00
4 .....16,000.00
6 .....40,000.00
8….64,000.00

(c)

Excluded from the water availability charge are any lot or lots created prior to September 9, 1979, by a subdivision or a re-subdivision of land described by metes and bounds contained in an instrument of grant or conveyance legally executed, duly acknowledged and properly recorded at the county deeds records office, and filed on September 9, 1979, or afterwards within thirty (30) days from such date, which date is the publication date of the public notice printed on page 12A of the Laredo Times at the direction of the planning and zoning commission; and upon proof thereof to the appropriate city official or officials, such lot or lots shall be excluded from the water availability charge.

(d)

Prohibit the use of water rights to pay capital improvement contribution fees.

(e)

The city council hereby ratifies, adopts and approves the water availability charge as passed and approved by the waterworks board at its regular meeting of August 17, 1983.

(f)

Funds collected for water availability shall be allocated to a "water availability fund" in the city's annual budget and shall be used to purchase water, groundwater, or water rights and/or finance studies, secondary water supply and pilot programs which tend to diversify and augment the water supply. ~~The water availability fund shall at no time be depleted more than twenty (20) percent of the opening balance per budget year.~~

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 January 1, 2017, pursuant to the City Charter, Section 2.09 (B).

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE_____DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. REAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:

_____
RAUL CASSO
CITY ATTORNEY

Final Reading of Ordinances **22.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Monica Flores, Human Resources Director

SUBJECT

2016-O-145 An Ordinance of the City of Laredo, Texas, Amending Chapter 2, Article II, Division 6 (pay administration), of the City Code, specifically Section 2-87.7(c)(12)a, by providing for a 3% cost of living adjustment (COLA) to the existing wage schedule, except as otherwise stated in any Collective Bargaining Agreement; providing for a repealing clause; providing for a severability clause; and providing for an effective date of October 1, 2016.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On August 8-9, 2016, City Council held the budget workshop meetings, and by motion, instructed staff to proceed with the 3% Cost of Living Adjustment to the pay plan for FY 2016-2017.

BACKGROUND

During the Budget Workshop a proposal was given by staff for consideration. The proposal included a Cost of Living Adjustment of 2% and to continue with the current pay plan, except as otherwise stated in any collective bargaining agreement. City Council instead approved a motion to adopt a 3% cost of living adjustment as oppose to the 2% applying it to the existing wage schedule as amended.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this Ordinance as presented.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

3% Cost of Living Adjustments will be budgeted in all funds in FY 2016-2017.

Attachments

Exhibit 1

Final Ordinance 2016-O-145

CITY OF LAREDO
WAGE SCHEDULE
EFFECTIVE 10-01-16

	Grd	Minimum	Midpoint	Maximum
HOURLY	**R23**	8.34	11.26	14.18
BI-WEEKLY		667.20	900.80	1,134.40
MONTHLY		1,445.60	1,951.73	2,457.87
ANNUAL		17,347.20	23,420.80	29,494.40
HOURLY	**R24**	8.76	11.83	14.89
BI-WEEKLY		700.80	946.40	1,191.20
MONTHLY		1,518.40	2,050.53	2,580.93
ANNUAL		18,220.80	24,606.40	30,971.20
HOURLY	**R25**	9.20	12.42	15.64
BI-WEEKLY		736.00	993.60	1,251.20
MONTHLY		1,594.67	2,152.80	2,710.93
ANNUAL		19,136.00	25,833.60	32,531.20
HOURLY	**R26**	9.66	13.04	16.42
BI-WEEKLY		772.80	1,043.20	1,313.60
MONTHLY		1,674.40	2,260.27	2,846.13
ANNUAL		20,092.80	27,123.20	34,153.60
HOURLY	**R27**	10.24	13.83	17.41
BI-WEEKLY		819.20	1,106.40	1,392.80
MONTHLY		1,774.93	2,397.20	3,017.73
ANNUAL		21,299.20	28,766.40	36,212.80
HOURLY	**R28**	10.85	14.65	18.45
BI-WEEKLY		868.00	1,172.00	1,476.00
MONTHLY		1,880.67	2,539.33	3,198.00
ANNUAL		22,568.00	30,472.00	38,376.00
HOURLY	**R29**	11.50	15.53	19.55
BI-WEEKLY		920.00	1,242.40	1,564.00
MONTHLY		1,993.33	2,691.87	3,388.67
ANNUAL		23,920.00	32,302.40	40,664.00
HOURLY	**R30**	12.19	16.46	20.72
BI-WEEKLY		975.20	1,316.80	1,657.60
MONTHLY		2,112.93	2,853.07	3,591.47
ANNUAL		25,355.20	34,236.80	43,097.60
HOURLY	**R31**	13.04	17.61	22.17
BI-WEEKLY		1,043.20	1,408.80	1,773.60
MONTHLY		2,260.27	3,052.40	3,842.80
ANNUAL		27,123.20	36,628.80	46,113.60
HOURLY	**R32**	13.95	18.84	23.72
BI-WEEKLY		1,116.00	1,507.20	1,897.60
MONTHLY		2,418.00	3,265.60	4,111.47
ANNUAL		29,016.00	39,187.20	49,337.60
HOURLY	**R33**	14.93	20.16	25.38
BI-WEEKLY		1,194.40	1,612.80	2,030.40
MONTHLY		2,587.87	3,494.40	4,399.20
ANNUAL		31,054.40	41,932.80	52,790.40
HOURLY	**R34**	15.98	21.58	27.17
BI-WEEKLY		1,278.40	1,726.40	2,173.60
MONTHLY		2,769.87	3,740.53	4,709.47
ANNUAL		33,238.40	44,886.40	56,513.60
HOURLY	**R35**	17.10	23.09	29.07
BI-WEEKLY		1,368.00	1,847.20	2,325.60
MONTHLY		2,964.00	4,002.27	5,038.80
ANNUAL		35,568.00	48,027.20	60,465.60

	Grd	Minimum	Midpoint	Maximum
	R36	18.47	24.94	31.40
		1,477.60	1,995.20	2,512.00
		3,201.47	4,322.93	5,442.67
		38,417.60	51,875.20	65,312.00
	R37	19.95	26.94	33.92
		1,596.00	2,155.20	2,713.60
		3,458.00	4,669.60	5,879.47
		41,496.00	56,035.20	70,553.60
	R38	21.55	29.10	36.64
		1,724.00	2,328.00	2,931.20
		3,735.33	5,044.00	6,350.93
		44,824.00	60,528.00	76,211.20
	R39	23.27	31.42	39.56
		1,861.60	2,513.60	3,164.80
		4,033.47	5,446.13	6,857.07
		48,401.60	65,353.60	82,284.80
	R40	25.13	33.93	42.72
		2,010.40	2,714.40	3,417.60
		4,355.87	5,881.20	7,404.80
		52,270.40	70,574.40	88,857.60
	R41	27.14	36.64	46.14
		2,171.20	2,931.20	3,691.20
		4,704.27	6,350.93	7,997.60
		56,451.20	76,211.20	95,971.20
	R42	29.31	39.57	49.83
		2,344.80	3,165.60	3,986.40
		5,080.40	6,858.80	8,637.20
		60,964.80	82,305.60	103,646.40
	R43	31.65	42.73	53.81
		2,532.00	3,418.40	4,304.80
		5,486.00	7,406.53	9,327.07
		65,832.00	88,878.40	111,924.80
	R44	34.18	46.15	58.11
		2,734.40	3,692.00	4,648.80
		5,924.53	7,999.33	10,072.40
		71,094.40	95,992.00	120,868.80
	W44	35.55	48.00	60.44
		2,844.00	3,840.00	4,835.20
		6,162.00	8,320.00	10,476.27
		73,944.00	99,840.00	125,715.20
	R45	36.97	49.91	62.85
		2,957.60	3,992.80	5,028.00
		6,408.13	8,651.07	10,894.00
		76,897.60	103,812.80	130,728.00
	W45	38.45	51.91	65.37
		3,076.00	4,152.80	5,229.60
		6,664.67	8,997.73	11,330.80
		79,976.00	107,972.80	135,969.60

ORDINANCE NO. 2016-O-145

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 2, ARTICLE II, DIVISION 6 (PAY ADMINISTRATION), OF THE CITY CODE, SPECIFICALLY SECTION 2-87.7(C)(12)A, BY PROVIDING FOR A 3% COST OF LIVING ADJUSTMENT (COLA) TO THE EXISTING WAGE SCHEDULE, EXCEPT AS OTHERWISE STATED IN ANY COLLECTIVE BARGAINING AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE OF OCTOBER 1, 2016.

WHEREAS, the City Council shall fix and determine the salary range for each classified employee as it may from time to time determine; and

WHEREAS, in order to recognize the contributions of classified employees, the City Council desires to amend the salary schedule for non-represented employees by granting a 3% cost-of-living-adjustment (COLA), effective October 1, 2016.

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

Section 1: Chapter 2, Article II, Division 6 (Pay Administration) §2-87.7(c) (12)a is hereby amended as follows:

(12) Effective October ~~1, 2006~~ **1, 2016**, the city's wage schedule shall be amended as follows:

a. All rates of pay in all grades in the wage schedule will be increased by a cost-of-living increase of ~~two and one-half (2.5)~~ **three (3)** percent effective October ~~8, 2006~~ 1, 2016 (See Exhibit 1, incorporated **herein** ~~Ord. No. 2005-O-217~~ by reference).

Section 2: These amendments apply to all regular City of Laredo employees except the cooperative training program employees, who earn minimum wage, and those Firefighters and Police Officers governed by the terms of any Collective Bargaining Agreement.

Section 3. The provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

Section 4. Should any section, subsection, clause or phrase of this ordinance be declared unconstitutional or invalid by any court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full for force and effect.

PASSED AND APPROVED on this ____ day of _____, 2016.

_____
PETE SAENZ, MAYOR

ATTEST:

_____
HEBERTO L. "BETO" RAMIREZ
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

_____
BY: KRISTINA LAUREL HALE
FIRST ASSISTANT CITY ATTORNEY

Final Reading of Ordinances **23.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Horacio De Leon, Jr., Assistant City Manager

Staff Source: Dora A. Maldonado, RTA, CPM, Acting Tax Assessor-Collector

SUBJECT

2016-O-146 Providing that the property tax rate (revenue) be increased by the adoption of a tax rate of $0.637000 per $100 value, which is effectively a 3.68 percent increase in the tax rate (revenue). This tax rate, which has been the same since Tax Year 2004, will have a Maintenance and Operation Rate of $0.494068 per $100 value and a Interest and Sinking Fund Rate of $0.142932 per $100 value for the levy and the collection of General and Special Ad Valorem taxes for the City of Laredo for Tax Year 2016 and Fiscal Year 2016-2017. **(This will be the thirteenth year that the City would adopt this same rate.)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

Not Applicable.

PREVIOUS COUNCIL ACTION

On August 1, 2016, Council made a motion to approve the 2016 Certified Appraisal Roll from the Webb County Appraisal District for the development of the City's tax roll; accept the Effective and Rollback Tax Rate calculations for Tax Year 2016; and accept the tax rate of $.637000/$100 used in calculating property tax revenues for the 2016-2017 Proposed Budget. The First Public Hearing was held on August 15, 2016 and the Second on September 6, 2016.

BACKGROUND

Adoption of the ad valorem tax rate must be done in accordance with the truth-in-taxation guidelines of the State of Texas Property Tax Code. This includes the calculation and publication of the effective tax rate and the posting of notices and the holding of two public hearings, if the tax rate exceeds the lower of the rollback rate or effective tax rate.

The budget prepared by staff is based on the tax rate of $0.637000 per $100 value. The rate of $0.494068 per $100 value is being used for the operations portion of the budget and a rate of $0.142932 per $100 value is needed in order to service the tax supported debt requirements of the City.

Proposed Tax Rate	$0.637000 per $100 Value
Current Tax Rate	$0.637000 per $100 Value
Difference	$0.000000 per $100 Value

Proposed tax levy calculations are as follows:
2016 Certified Value Including WCAD Supplement 1 Changes.

Certified Taxable Value	12,471,846,370
Under ARB Review	19,082,403
Total Certified Taxable Value Tax Levy @ 0.637000/$100	12,490,928,773 79,567,216
Tax Freeze Levy Loss	(582,000)
Adjusted Levy	78,985,216

COMMITTEE RECOMMENDATION

Not Applicable.

STAFF RECOMMENDATION

To adopt a tax rate of $0.637000 per $100 value for Tax Year 2016 with a Maintenance and Operation Rate of $0.494068 per $100 value and a Interest and Sinking Fund Rate of $0.142932 per $100 value.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

This ordinance provides property tax revenue for the Maintenance and Operation of the City and payment of the Interest and Sinking Fund of Debt Service.

Attachments

Final Reading 2016-O-146

ORDINANCE 2016-O-146

PROVIDING THAT THE PROPERTY TAX RATE (REVENUE) BE INCREASED BY THE ADOPTION OF A TAX RATE OF $0.637000 PER $100 VALUE, WHICH IS EFFECTIVELY A 3.68 PERCENT INCREASE IN THE TAX RATE (REVENUE). THIS TAX RATE, WHICH HAS BEEN THE SAME SINCE TAX YEAR 2004, WILL HAVE A MAINTENANCE AND OPERATION RATE OF $0.494068 PER $100 VALUE AND AN INTEREST AND SINKING FUND RATE OF $0.142932 PER $100 VALUE FOR THE LEVY AND THE COLLECTION OF GENERAL AND SPECIAL AD VALOREM TAXES FOR THE CITY OF LAREDO FOR TAX YEAR 2016 AND FISCAL YEAR 2016-2017. (This will be the thirteenth year that the City would adopt this same rate.)

WHEREAS, there is hereby approved for the Tax Year 2016 a roll of total taxable value of $12,490,928,773 a tax freeze levy loss of $582,000, a tax levy of $78,985,216 and a tax rate of $0.637000 (Totals are based on certified and supplemental values provided by the Webb County Appraisal District (WCAD) on July 25, 2016 and August 30, 2016.) THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.75 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $.32; and

WHEREAS, there is hereby levied on all real and personal property in the City of Laredo taxable by law, for the Tax Year 2016 and the fiscal year beginning October 1, 2016 and ending September 30, 2017, a general ad valorem tax of $0.494068 cents on every $100.00 valuation thereof for the GENERAL FUND of the City with which to pay current expenses of the City of Laredo for said fiscal year; and

WHEREAS, there is hereby levied on every $100 valuation of all real and personal property, taxable by law in the City of Laredo for the Tax Year 2016 and the fiscal year beginning October 1, 2016 and ending September 30, 2017, an ad valorem tax of $0.142932 cents for SINKING FUND purposes to pay principal and interest on all outstanding City of Laredo bonds, not otherwise provided for; and

WHEREAS, Ordinance No. 2003-O-180 hereby granted a $30,000 homestead exemption to all persons over 65 years of age and claiming of such exemption by filing the necessary forms with the Chief Appraiser of Webb County; and

WHEREAS, Ordinance No. 2006-O-287 provides for the adoption of a limitation on the total amount of taxes that may be imposed by the City on the residence homestead of a disabled individual or an individual 65 years of age or older pursuant to Section 1-B(H),

Article VIII, Texas Constitution and in accordance with Subtitle C, Chapter 11, Section 11.261 of the Texas Property Tax Code; and

WHEREAS, the taxes hereby levied are due and payable as provided in Chapter 31 of the Texas Property Tax Code; and

WHEREAS, in accordance with Section 22.28 and 23.541 of the Texas Property Tax Code, the chief appraiser certified a value of $180,341,430 (personal property) and $1,974,303 (agricultural land) under which a 10% late rendition penalty of the total amount of taxes will be imposed on the property and included in the tax bill; and

WHEREAS, the taxes hereby levied are payable to the City of Laredo, Texas, at the Office of the City Tax Assessor-Collector, and no discount shall be allowed for the payment thereof; and

WHEREAS, Ordinance No. 2007-O-065 provides for the adoption of a split payment option pursuant to Section 31.03 (A) of the Property Tax Code; which allows a person who pays one-half of the current year property taxes before December 1st may pay the remaining one-half of the taxes without penalty and interest if paid before July 1st of the following year; and

WHEREAS, the City of Laredo shall have available all rights and remedies provided by law or approved by the governing body in the assessment of penalty and interest and enforcement of the collection of taxes hereby levied.

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

SECTION 1. That there is hereby approved for the Tax Year 2016 a roll of total taxable value of $12,490,928,773 a tax freeze levy loss of $582,000, a tax levy of $78,985,216 and a tax rate of $0.637000 (Totals are based on certified and supplemental values provided by the Webb County Appraisal District (WCAD) on July 25, 2016 and August 30, 2016.) THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.75 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $.32; and

SECTION 2. That there is hereby levied on all real and personal property in the City of Laredo taxable by law, for the Tax Year 2016 and the fiscal year beginning October 1, 2016 and ending September 30, 2017, a general ad valorem tax of $0.494068 cents on every $100.00 valuation thereof for the GENERAL FUND of the City with which to pay current expenses of the City of Laredo for said fiscal year; and

SECTION 3. That there is hereby levied on every $100 valuation of all real and personal property, taxable by law in the City of Laredo for the Tax Year 2016 and the fiscal year beginning October 1, 2016 and ending September 30, 2017, an ad valorem tax of $0.142932 cents for SINKING FUND purposes to pay principal and interest on all outstanding City of Laredo bonds, not otherwise provided for; and

SECTION 4. That Ordinance No. 2003-O-180 hereby granted a $30,000 homestead exemption to all persons over 65 years of age and claiming such exemption by filing the necessary forms with the Chief Appraiser of Webb County; and

SECTION 5. That Ordinance No. 2006-O-287 provides for the adoption of a limitation on the total amount of taxes that may be imposed by the City on the residence homestead of a disabled individual or an individual 65 years of age or older pursuant to Section 1-B(H), Article VIII, Texas Constitution and in accordance with Subtitle C, Chapter 11, Section 11.261 of the Texas Property Tax Code; and

SECTION 6. That the taxes hereby levied are due and payable as provided in Chapter 31 of the Texas Property Tax Code; and

SECTION 7. That in accordance with Section 22.28 and 23.541 of the Texas Property Tax Code, the chief appraiser certified a value of $180,341,430 (personal property) and $1,974,303 (agricultural land) under which a 10% late rendition penalty of the total amount of taxes will be imposed on the property and included in the tax bill; and

SECTION 8. That the taxes hereby levied are payable to the City of Laredo, Texas, at the Office of the City Tax Assessor-Collector, and no discount shall be allowed for the payment thereof; and

SECTION 9. That Ordinance No. 2007-O-065 provides for the adoption of a split payment option pursuant to Section 31.03 (A) of the Property Tax Code; which allows a person who pays one-half of the current year property taxes before December 1st may pay the remaining one-half of the taxes without penalty and interest if paid before July 1st of the following year; and

SECTION 10. That the City of Laredo shall have available all rights and remedies provided by law or approved by the governing body in the assessment of penalty and interest and enforcement of the collection of taxes hereby levied; and

SECTION 11. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the Texas Property Tax Code and the Charter of the City of Laredo.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF SEPTEMBER, 2016.

_____
PETE SAENZ, MAYOR

ATTEST:

_____
HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:
BY:

_____
RAUL CASSO
CITY ATTORNEY

Resolutions **24.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Jesus Olivares, City Manager
Initiated By: Jesus M. Olivares, City Manager

Staff Source: Horacio De Leon, Asst. City Manager; Rosario C. Cabello, Finance Director

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SUBJECT

2016-R-115 Adopting the 2017-2021 Capital Improvement Program of the City of Laredo.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

The Proposed 2017-2021 Capital Improvement Program (CIP) for the City of Laredo was submitted to City Council on July 26, 2016. A Public Hearing was held on September 6, 2016.

BACKGROUND

In conformance with section 6.05 of the City Charter, the proposed 2017-2021 Capital Improvement Program (CIP) was submitted to City Council on July 26, 2016. A public hearing was published on five separate days in a newspaper of general circulation on August 3-7, 2016. The CIP was also available in hard copy at two municipal offices. A public hearing was held on September 6, 2016.

COMMITTEE RECOMMENDATION

Planning and Zoning Commission recommended approval.

STAFF RECOMMENDATION

Adoption of this Resolution.

Fiscal Impact

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

FINANCIAL IMPACT:

N/A

Attachments

CIP

City of Laredo, Texas

Capital Improvement Program

FY 17 thru FY 21

PROJECTS BY FUNDING SOURCE

Source	Project#	Priority	FY 17	FY 18	FY 19	FY 20	FY 21	Total
2010 Utility Revenue Bond								
Laredo Colombia WWTP - 60,000 GPD Expansion	*09-WW-001*	5				50,000		*50,000*
2010 Utility Revenue Bond Total						**50,000**		***50,000***
2015 Utility Revenue Bond								
Asset Management Plan	*16-WW-006*	2	300,000					*300,000*
2015 Utility Revenue Bond Total			**300,000**					***300,000***
2017 Proposed CO								
DowntownTraffic and Streetlight Pole Replacement	*06-TRAF-016*	4	200,000					*200,000*
Operations & Maintenance Facility	*06-TST-005*	3	7,000,000					*7,000,000*
McPherson & Del Mar	*16-STR-001*	3	1,436,554					*1,436,554*
McPherson & Calton	*16-STR-002*	3	938,240					*938,240*
McPherson & International (NW, NE, SE)	*16-STR-005*	3	193,902					*193,902*
Calle del Norte & Springfield (NE)	*16-STR-007*	3	190,500					*190,500*
Traffic Signal Upgrade Design - McPherson Rd	*16-TRAF-03*	3	120,000					*120,000*
Springfield Extension-Shiloh North	*17-PLA-001*	5	5,037,736					*5,037,736*
2017 Proposed CO Total			**15,116,932**					***15,116,932***
2017 Utility Revenue Bond								
WWTP - Sombreretillo Creek (Northwest Laredo) WWTP	*06-WW-021*	3	1,000,000					*1,000,000*
Line Rehabilitation and Contingency Water Breaks	*07-WAT-003*	3	7,066,750					*7,066,750*
Sewer Rehabilitation & Contingency-sewer breaks	*07-WW-002*	3	5,850,000					*5,850,000*
Admin Bldg for Wastewater Treatment at SLWWTP	*13-WW-002*	5	500,000					*500,000*
Admin Bldg for Wastewater Treatment at NLWWTP	*13-WW-003*	5	160,300					*160,300*
Jefferson WTP Pump Improvements	*16-WAT-010*	3	360,000					*360,000*
Waterline Project - District 7	*16-WAT-024*	3	5,700,000					*5,700,000*
Water IT Improvement Projects	*17-WAT-001*	5	125,000					*125,000*
24" Sanitary Sewer Interconnection Project	*17-WW-008*	3	310,000					*310,000*
Del Mar 15" Sanitary Sewer Installation	*17-WW-009*	3	192,000					*192,000*
Cielito Lindo Lift Station Abandonment	*17-WW-010*	3	540,000					*540,000*
18" Sanitary Sewer along Del Mar Project	*17-WW-011*	3	54,400					*54,400*
Wastewater IT Improvement Projects	*17-WW-012*	5	285,000					*285,000*
South Laredo 54" Sanitary Sewer Coll Assessment	*17-WW-013*	3	610,000					*610,000*
AMI Expansion Project	*17-WW-015*	5	278,400					*278,400*
2017 Utility Revenue Bond Total			**23,031,850**					***23,031,850***
2018 Solid Waste Revenue Bond								
S. W. Equipment Replacement Plan FY2018	*18-SW-001*	3		2,945,000				*2,945,000*

Source	Project#	Priority	FY 17	FY 18	FY 19	FY 20	FY 21	Total
2018 Solid Waste Revenue Bond Total				**2,945,000**				***2,945,000***
2018 Utility Revenue Bond								
Line Rehabilitation and Contingency Water Breaks	*07-WAT-003*	3		7,700,000				*7,700,000*
Sewer Rehabilitation & Contingency-sewer breaks	*07-WW-002*	3		5,850,000				*5,850,000*
Zacate Creek WWTP Improvements	*11-WW-003*	3		7,000,000				*7,000,000*
Admin Bldg for Wastewater Treatment at NLWWTP	*13-WW-003*	5		1,202,000				*1,202,000*
18/24" WW Line	*14-WW-001*	3		600,000				*600,000*
Bismark/San Pedro Wtrline Project - District 2 & 4	*16-WAT-022*	3		1,900,000				*1,900,000*
NLWWTP 3 MGD Expansion	*16-WW-004*	3		2,500,000				*2,500,000*
Water IT Improvement Projects	*17-WAT-001*	5		180,000				*180,000*
Columbia WTP Upgrades	*17-WAT-002*	3		500,000				*500,000*
Sierra Vista Booster Pump # 3	*17-WAT-003*	3		250,000				*250,000*
SCADA Upgrades	*17-WAT-004*	3		500,000				*500,000*
Admin Building For Utilities Dept.	*17-WW-001*	5		2,000,000				*2,000,000*
South Laredo WWTP Improvements	*17-WW-002*	5		80,000				*80,000*
Wastewater IT Improvement Projects	*17-WW-012*	5		105,000				*105,000*
2018 Utility Revenue Bond Total				**30,367,000**				***30,367,000***
2019 Solid Waste Revenue Bond								
S. W. Equipment Replacement Plan FY2019	*19-SW-001*	3			2,810,000			*2,810,000*
2019 Solid Waste Revenue Bond Total					**2,810,000**			***2,810,000***
2019 Utility Revenue Bond								
Line Rehabilitation and Contingency Water Breaks	*07-WAT-003*	3			5,450,000			*5,450,000*
Sewer Rehabilitation & Contingency-sewer breaks	*07-WW-002*	3			5,850,000			*5,850,000*
Lyon Tank Improvements	*16-WAT-009*	3			4,500,000			*4,500,000*
8 MG Cuatro Vientos Booster Station	*16-WAT-017*	3			600,000			*600,000*
Water IT Improvement Projects	*17-WAT-001*	5			70,000			*70,000*
South Laredo WWTP Improvements	*17-WW-002*	5			260,000			*260,000*
North Laredo WWTP Improvements	*17-WW-003*	5			145,000			*145,000*
Vallecillo Road Sanitary Sewer System	*17-WW-005*	3			360,000			*360,000*
Wastewater IT Improvement Projects	*17-WW-012*	5			180,000			*180,000*
2019 Utility Revenue Bond Total					**17,415,000**			***17,415,000***
2020 Proposed CO								
Operations & Maintenance Facility	*06-TST-005*	3				4,000,000		*4,000,000*
2020 Proposed CO Total						**4,000,000**		***4,000,000***
2020 Utility Revenue Bond								
Line Rehabilitation and Contingency Water Breaks	*07-WAT-003*	3				6,000,000		*6,000,000*
Sewer Rehabilitation & Contingency-sewer breaks	*07-WW-002*	3				5,850,000		*5,850,000*
Unitec Waste Water Treatment Plant	*11-WW-002*	5					800,000	*800,000*
24" Waterline from IH 35 Mile 14 to Majestic	*16-WAT-001*	3				700,000		*700,000*
Lyon Tank Improvements	*16-WAT-009*	3				1,000,000		*1,000,000*
South Lyon Tank Demolition	*16-WAT-011*	3				1,000,000		*1,000,000*
Master Plan Update	*16-WAT-012*	5				500,000		*500,000*
24" Wtrline Loop 20 Lomas del Sur to Sierra Vista	*16-WAT-016*	3				130,000		*130,000*

Source	Project#	Priority	FY 17	FY 18	FY 19	FY 20	FY 21	Total
8 MG Cuatro Vientos Booster Station	*16-WAT-017*	3				6,000,000		*6,000,000*
McPherson Lift Station Upgrades	*16-WW-002*	3				4,447,000		*4,447,000*
McPherson Lift Station Upgrade - Force Main	*16-WW-003*	3				4,860,000		*4,860,000*
24" Waterline west side of Loop 20	*17-WAT-009*	3				250,000		*250,000*
Boring under Loop 20 project	*17-WAT-010*	3				500,000		*500,000*
Vallecillo Road Sanitary Sewer System	*17-WW-005*	3				3,600,000		*3,600,000*
Canal St. CIPP Project	*17-WW-006*	3				225,000		*225,000*
18" Sanitary Sewer along Del Mar Project	*17-WW-011*	3				500,000		*500,000*
Wastewater IT Improvement Projects	*17-WW-012*	5				130,000		*130,000*
2020 Utility Revenue Bond Total						**35,692,000**	**800,000**	***36,492,000***
2021 Certificate of Obligation								
Del Mar Widening (McPherson to BB Loop)	*06-STR-009*	5					1,757,000	*1,757,000*
2021 Certificate of Obligation Total							**1,757,000**	***1,757,000***
2021 Utility Revenue Bond								
Line Rehabilitation and Contingency Water Breaks	*07-WAT-003*	3					6,000,000	*6,000,000*
Sewer Rehabilitation & Contingency-sewer breaks	*07-WW-002*	3					5,850,000	*5,850,000*
Laredo Colombia WWTP - 60,000 GPD Expansion	*09-WW-001*	5					450,000	*450,000*
12" Water Reclamation Line to TAMIU & Uni-Trade	*14-WW-002*	3					2,300,000	*2,300,000*
Lyon Tank Improvements	*16-WAT-009*	3					1,000,000	*1,000,000*
NLWWTP 3 MGD Expansion	*16-WW-004*	3					24,000,000	*24,000,000*
Penitas WWTP Improvements	*17-WW-004*	5					700,000	*700,000*
2021 Utility Revenue Bond Total							**40,300,000**	***40,300,000***
Airport Fund								
Reconstruct Apron	*06-AIR-005*	4	300,000	305,000	444,444	470,000		*1,519,444*
Runway 17L/35R Extension	*06-AIR-012*	3			400,000			*400,000*
Instrument Landing System	*13-AIR-015*	3			300,000			*300,000*
Realign Taxiway A	*13-AIR-017*	3			250,000			*250,000*
Extend Runway 17L	*13-AIR-018*	3		600,000				*600,000*
Replace Tower Beacon	*13-AIR-019*	3	55,000					*55,000*
Construct New Taxiways and Demolish Old Taxiways	*15-AIR-001*	1		367,000	565,000			*932,000*
Demolish Runway 14/32	*15-AIR-002*	3		140,000				*140,000*
Taxiway E Widening	*15-AIR-003*	3		123,000				*123,000*
Reconstruct Perimeter Road	*15-AIR-004*	3		150,000	150,000	150,000		*450,000*
Perform BCA and EA	*15-AIR-005*	1		25,000	35,000			*60,000*
Airport Fund Total			**355,000**	**1,710,000**	**2,144,444**	**620,000**		***4,829,444***
CDBG								
Slaughter Park	*06-PARKS-044*	5	100,000					*100,000*
Sidewalks District VIII	*07-STR-016*	5	166,500					*166,500*
Demolition of Substandard Structures	*13-GG-001*	5	132,772					*132,772*
St. Vincent de Paul Section 202 Housing Impvmts	*13-GG-002*	5	166,500					*166,500*
Farias Recreation Area Improvements	*14-PARKS-004*	5	166,500					*166,500*
CDBG Total			**732,272**					***732,272***
Developer Contribution								

Source	Project#	Priority	FY 17	FY 18	FY 19	FY 20	FY 21	Total
SE - 16" Water Line on Future Arterial	*06-WAT-006*	5	300,000	300,000	300,000			*900,000*
SE - 16" Water Line on Future Vallecillo Rd.	*06-WAT-007*	5	400,000	400,000				*800,000*
Traffic Signal at United HS and International	*07-TRAF-005*	3		180,000				*180,000*
Vallecillo Road Sanitary Sewer System	*17-WW-005*	3				1,000,000		*1,000,000*
Developer Contribution Total			**700,000**	**880,000**	**300,000**	**1,000,000**		***2,880,000***
FAA								
Airport Noise Compatibility Program	*06-AIR-003*	3	4,000,000					*4,000,000*
Reconstruct Apron	*06-AIR-005*	4	3,000,000	2,700,000	4,000,000	4,300,000		*14,000,000*
Runway 17L/35R Extension	*06-AIR-012*	3				7,800,000		*7,800,000*
Construct Air Traffic Control Tower	*07-AIR-001*	3	10,000,000					*10,000,000*
Instrument Landing System	*13-AIR-015*	3			3,000,000			*3,000,000*
Realign Taxiway A	*13-AIR-017*	3			5,000,000			*5,000,000*
Extend Runway 17L	*13-AIR-018*	3		6,000,000				*6,000,000*
Replace Tower Beacon	*13-AIR-019*	3	500,000					*500,000*
Construct New Taxiways and Demolish Old Taxiways	*15-AIR-001*	1		3,303,000	5,085,000			*8,388,000*
Demolish Runway 14/32	*15-AIR-002*	3		1,260,000				*1,260,000*
Taxiway E Widening	*15-AIR-003*	3		1,107,000				*1,107,000*
Reconstruct Perimeter Road	*15-AIR-004*	3		1,350,000	1,350,000	1,350,000		*4,050,000*
Perform BCA and EA	*15-AIR-005*	1		150,000	315,000			*465,000*
FAA Total			**17,500,000**	**15,870,000**	**18,750,000**	**13,450,000**		***65,570,000***
FTA								
Bus Shelters	*06-TST-001*	5	25,000					*25,000*
Operations & Maintenance Facility	*06-TST-005*	3	14,000,000			10,000,000		*24,000,000*
Heavy Duty Buses and Paratransit Vans	*08-TST-006*	3	452,600	259,000	259,000	259,000	259,000	*1,488,600*
Transit Facilities Improvements	*10-TST-004*	5	3,315,000					*3,315,000*
FTA Total			**17,792,600**	**259,000**	**259,000**	**10,259,000**	**259,000**	***28,828,600***
Hotel/Motel Fund								
Federal Court House Renovations	*14-GG-003*	5	1,300,000					*1,300,000*
Hotel/Motel Fund Total			**1,300,000**					***1,300,000***
Land In-Kind Match								
Airport Noise Compatibility Program	*06-AIR-003*	3	100,000					*100,000*
Land In-Kind Match Total			**100,000**					***100,000***
NPDES								
NCP pond improvement	*15-DR-001*	5	50,000					*50,000*
NPDES Total			**50,000**					***50,000***
Solid Waste Revenue Bond								
S.W. Equipment Replacement Plan FY 2020	*20 -SW-001*	3				2,955,000		*2,955,000*
Solid Waste Equipment Replacement FY 2021	*21 SW 001*	3					3,455,000	*3,455,000*
Solid Waste Revenue Bond Total						**2,955,000**	**3,455,000**	***6,410,000***

Source	Project#	Priority	FY 17	FY 18	FY 19	FY 20	FY 21	Total
Sports and Community Venue Tax Fu								
Sports Complex	*14-PARKS-009*	5	15,000,000					*15,000,000*
Sports and Community Venue Tax Fund Total			**15,000,000**					***15,000,000***
State Infrastructure Bank (SIB) Loan								
Hachar Parkway (Ph 1)	*15-STR-005*	3		24,140,000				*24,140,000*
Hachar Parkway (Ph 2)	*17-STR-001*	3		17,830,000				*17,830,000*
State Infrastructure Bank (SIB) Loan Total				**41,970,000**				***41,970,000***
State-TPWD								
NCP pond improvement	*15-DR-001*	5	350,000					*350,000*
State-TPWD Total			**350,000**					***350,000***
System Revenue								
Country Club Drainage	*09-DR-001*	3	50,000					*50,000*
Federal Court House Renovations	*14-GG-003*	5	100,000					*100,000*
Natatorium	*14-PARKS-010*	5	4,000,000					*4,000,000*
El Pico WTP Erosion Control & Upgrade	*16-WAT-002*	3	50,000	50,000	50,000			*150,000*
Smart Customer Mobile	*17-WAT-005*	5	86,400					*86,400*
Meter Test Bench Program	*17-WAT-007*	3	54,300					*54,300*
Water Rights	*17-WAT-011*	n/a	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	*5,000,000*
Smart Customer Mobile	*17-WW-014*	5	86,400					*86,400*
Meter Test Bench System	*17-WW-016*	5	54,300					*54,300*
System Revenue Total			**5,481,400**	**1,050,000**	**1,050,000**	**1,000,000**	**1,000,000**	***9,581,400***
Transit Sales Tax								
Bus Shelters	*06-TST-001*	5		25,000	25,000	25,000		*75,000*
Heavy Duty Buses and Paratransit Vans	*08-TST-006*	3	334,400	65,000	65,000	65,000	65,000	*594,400*
Support Vehicle Replacements	*08-TST-009*	5	60,000	60,000				*120,000*
Transit Facilities Improvements	*10-TST-004*	5	828,000					*828,000*
Vehicle Lifts Replacement for the shop	*17-TST-002*	3	75,000					*75,000*
Transit Sales Tax Total			**1,297,400**	**150,000**	**90,000**	**90,000**	**65,000**	***1,692,400***
TWDB								
Manadas Creek WWTP 4.75 MGD	*07-WW-003*	3		48,000,000				*48,000,000*
24" Waterline West Side of IH 35	*13-WAT-004*	5			5,395,000			*5,395,000*
South Laredo WWTP Exp 12 to 18 mgd	*16-WW-011*	3	10,000,000	12,000,000				*22,000,000*
24" Waterline along Loop 20	*17-WAT-008*	3					2,491,000	*2,491,000*
24" Waterline west side of Loop 20	*17-WAT-009*	3					2,500,000	*2,500,000*
Boring under Loop 20 project	*17-WAT-010*	3					5,000,000	*5,000,000*
TWDB Total			**10,000,000**	**60,000,000**	**5,395,000**		**9,991,000**	***85,386,000***
TxDOT								
Scott/Sanchez Grade Separation	*11-TX-002*	n/a			406,534			*406,534*

Source	Project#	Priority	FY 17	FY 18	FY 19	FY 20	FY 21	Total
San Bernardo Avenue	*12-TX-005*	n/a			450,000			*450,000*
McPherson & Del Mar	*16-STR-001*	3	505,445					*505,445*
McPherson & Calton	*16-STR-002*	3	203,829					*203,829*
McPherson & Hillside	*16-STR-003*	3		247,834				*247,834*
McPherson & Shiloh (NW, SW, NE)	*16-STR-004*	3		87,347				*87,347*
McPherson & International (NW, NE, SE)	*16-STR-005*	3	306,098					*306,098*
Jacaman/Fenwick & McPherson	*16-STR-008*	3		282,371				*282,371*
Traffic Signal Upgrade Design - McPherson Rd	*16-TRAF-03*	3		720,000				*720,000*
TxDOT Total			**1,015,372**	**1,337,552**	**856,534**			***3,209,458***
TxP&W								
Riverside Drive Drainage Improvements	*06-DR-021*	5					1,400,000	*1,400,000*
TxP&W Total							**1,400,000**	***1,400,000***
Unfunded/Proposed CO								
Airport Noise Compatibility Program	*06-AIR-003*	3	300,000					*300,000*
Reconstruct Apron	*06-AIR-005*	4		45,000				*45,000*
Cemetery Land Acquisition	*06-CEM-001*	3	1,500,000					*1,500,000*
Fire Station #3 - San Bernardo Ave.	*06-FIRE-003*	3				2,576,289		*2,576,289*
Fire Station #5 - Bartlett	*06-FIRE-004*	3		2,760,503				*2,760,503*
Fire Station #16 - Unitech	*06-FIRE-006*	3					3,743,984	*3,743,984*
Fire Station #15 - Hwy 59	*06-FIRE-007*	3			3,503,717			*3,503,717*
Parking Lot Resurface	*06-HTH-007*	5	550,000	50,000	400,000	390,000		*1,390,000*
Heritage/San Jose Park	*06-PARKS-024*	5		775,000				*775,000*
Bartlett Extension to Hwy 83	*06-STR-005A*	5			8,500,000			*8,500,000*
Springfield North Extension	*06-STR-028*	5			5,037,000			*5,037,000*
Vidaurri Avenue Paving (Scott to Jefferson)	*06-STR-031*	5				2,000,000		*2,000,000*
Traffic Signal - Mayberry @ Springfield	*06-TRAF-010*	5					175,000	*175,000*
DowntownTraffic and Streetlight Pole Replacement	*06-TRAF-016*	4		200,000	200,000	200,000		*600,000*
North Central Park (West)	*07-PARKS-006*	5		3,000,000	3,000,000			*6,000,000*
Vital Statistics Vault & Server Room	*08-HTH-011*	5	333,000	40,000	20,000			*393,000*
San Isidro Branch Library	*08-LIB-002*	5	350,000	3,355,000				*3,705,000*
ITS - School Flasher Comm Upgrade	*09-TRAF-009*	5			150,000			*150,000*
Fire Fitness Center	*11-FIRE-008*	5					2,016,497	*2,016,497*
Warning Beacon - FM1472 at Verde Blvd	*13-TRAF-001*	3		100,000				*100,000*
Warning Beacon - Municipal Golf Course	*13-TRAF-002*	3			100,000			*100,000*
Traffic Signal - Ejido Ave and Lomas Del Sur	*13-TRAF-003*	3				150,000		*150,000*
Traffic Signal - Ejido and Sierra Vista	*13-TRAF-004*	3			150,000			*150,000*
Traffic Signal - Communication Upgrade	*13-TRAF-005*	3	100,000	100,000	100,000	100,000		*400,000*
Traffic Signal - Bartlett and Hillside	*13-TRAF-007*	3	150,000					*150,000*
Traffic Signal - Ejido and Pita Mangana	*13-TRAF-009*	3		150,000				*150,000*
Traffic Signal - Ejido and Chacota	*13-TRAF-010*	3					150,000	*150,000*
Traffic Signal - Killam and Sara	*13-TRAF-011*	3				150,000		*150,000*
Traffic Signal - LED Complete Retrofit	*13-TRAF-012*	4			20,000	20,000		*40,000*
800 MHz Radios	*14-GG-002*	5	1,672,755					*1,672,755*
McPherson & Hillside	*16-STR-003*	3		991,338				*991,338*
McPherson & Shiloh (NW, SW, NE)	*16-STR-004*	3		349,386				*349,386*
Jacaman/Fenwick & McPherson	*16-STR-008*	3		1,129,485				*1,129,485*
Traffic Signal Upgrade Design - McPherson Rd	*16-TRAF-03*	3		160,000				*160,000*
District 3 - Ornamental Sign Poles	*16-TRAF-04*	5	400,000					*400,000*
Zacate Creek Flood Plain Study	*17-DR-001*	3				1,000,000		*1,000,000*
Manadas Hike & Bike Trail	*17-DR-002*	5					2,750,000	*2,750,000*

Source	Project#	Priority	FY 17	FY 18	FY 19	FY 20	FY 21	Total
Park Shade Replacements	*17-Parks-002*	4				250,000	250,000	*500,000*
Playground Equipment-Various Parks	*17-Parks-003*	n/a				250,000	250,000	*500,000*
Police Fence Project	*17-POL-001*	3	300,000					*300,000*
Construction of NewPD Annex Bldg.	*17-POL-002*	3	6,600,000					*6,600,000*
Parking Lot / Repairs	*17-POL-003*	3	250,000					*250,000*
Prefab Insulated Metal Bldg/Gym Space	*17-POL-004*	3	50,000					*50,000*
CNG Heavy Duty Buses 40'	*17-TST-003*	3	5,170,000					*5,170,000*
Fare Box Upgrade	*17-TST-004*	4	261,000					*261,000*
Northwest and Southeast Command Posts	*18-POL-001*	3		6,600,000				*6,600,000*
Unfunded/Proposed CO Total			**17,986,755**	**19,805,712**	**21,180,717**	**7,086,289**	**9,335,481**	***75,394,954***
United ISD								
Natatorium	*14-PARKS-010*	5	9,000,000					*9,000,000*
United ISD Total			**9,000,000**					***9,000,000***
US DOT-Transportation Bill								
WTB U S Customs Exit Booth Expansion and Fast Lane	*16-BR-001*	n/a	5,000,000					*5,000,000*
US DOT-Transportation Bill Total			**5,000,000**					***5,000,000***
GRAND TOTAL			**142,109,581**	**176,344,264**	**70,250,695**	**76,202,289**	**68,362,481**	***533,269,310***

Motions **25.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Jesus Olivares, City Manager
Initiated By: Jesus M. Olivares, City Manager

Staff Source: Robert A. Eads, Assistant City Manager

SUBJECT

Authorizing the City Manager to enter into a partnership with the Consortium for Apprenticeship Partners in Economic Development (CAPED) by providing support in the amount not to exceed $45,000.00 for FY 2016-2017. CAPED works with local agencies and also streamlines efforts between Texas Education Agency, Texas Higher Education Coordinating Board, Texas Workforce Commission and their respective counterparts - a fully integrated system in order to accomplish a more efficient education system leading into sustainable regional careers pathways. Funding is contingent upon availability in the FY 16-17 General Fund Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The Consortium for Apprenticeship Partners in Economic Development (CAPED) is an industry-driven consortium of economic development, education and workforce leaders and academic institution leaders which seek to collaborate to implement best practices through the creation of public-private partnerships for business workforce talent development and retention through apprenticeship programs for a highly skilled workforce in key binational industries. Apprenticeships are a proven business-learning model that will attain fast-track results to multiple problems facing our nation today.

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:

Funding is contingent upon availability in the FY16-17 General Fund budget (101-9810-593-5526).

Attachments

CAPED Abstract
CAPED Budget
CAPED Program Info

ABSTRACT

The Consortium for Apprenticeship Partners in Economic Development (CAPED) is an industry-driven consortium of economic development, education and workforce leaders and academic institution leaders which seek to collaborate to implement best practices through the creation of public-private partnerships for business workforce talent development and retention through apprenticeship programs for a highly skilled workforce in key binational industries. Apprenticeships are a proven business-learning model that will attain fast-track results to multiple problems facing our nation today.

Locally: in full support and working with LISD, CTE, UISD, CTE, LCC, TAMIU, UTHSC, LDF, Laredo Chamber, City of Laredo and Webb County (see attached letters).

Statewide: working with streamlining of efforts between Texas Education Agency, Texas Higher Education Coordinating Board, Texas Workforce Commission and their respective counterparts – a fully integrated system in order to accomplish a more efficient education system leading into sustainable regional career pathways.

Purpose for Approach:

1. Season professionals exiting the stage (baby boomer generation retiring in high numbers) and community leaders are scrambling to plan for the future to begin filling the void of seasoned professionals leaving the workforce.
2. $1.3 trillion in student loan debt, 25% in default, 29% in deferment.
3. 60% of students that graduate cannot find a job in their field of study.
4. Texas youth unemployment rate is 10.8% (ages 18-24)

Innovative Solutions:

1. Implement Registered Apprenticeship in key regional industries and align apprenticeship programs to strengthen key industries in the region and create customized training for career pathways which will create longevity and sustainability.
2. Leverage seasoned professionals (retirees) for mentorship programs to help prepare the next generation of leaders.
3. Create public-private partnerships that will offer to pay for a student's contingent upon student staying with the apprenticeship company for a minimum of 3-5 years.
4. Implement soft skills training at the middle school level with continuing courses through high school.
5. Leverage long-distance learning for training in highly skilled demand jobs where specialized instructors are not available in certain regions of the State.
6. Propose incentives for employers similar to other state's offering a tax-credit for employers who hire apprentices.

PRIORITY PILOT PROJECTS in electrical industry, international trade and logistics and healthcare.

Key Stakeholders – discussions with key stakeholders for a period of almost two years have been fruitful and embraced to develop and design apprenticeship programs in demand occupations

Regional Support in South Texas – discussions with elected officials and key community leaders in support of this effort have led to introducing city and county resolutions in support of initiative:

The Honorable Henry Cuellar
The Honorable Judith Zafirrini
The Honorable Tracy King
The Honorable Richard Raymond
Mayor Pete Saenz
Jesus M. Olivares
Judge Tano Tijerina
Commissioner Julian Alvarez
TWS, Rogelio Trevino
LDF, Oliva Varela

City of Laredo CONSORTIUM FOR APPRENTICESHIP PARTNERS IN ECONOMIC DEVELOPMENT Project Managment Costs (2016-2017)			
PROJECT MANAGEMENT			
Community Development: Praesel Consulting Fees to promote, expand and market City for Economic Development efforts through education & training of a highly skilled workforce; Human Capital (workforce development through apprenticeship programs)	**$ 45,000**		
	$ 45,000		
Administration			
CAPED Public Relations, Marketing, Communications and Outreach efforts for implementation - video image campaign production for industry apprenticeship programs in Laredo's key industries (construction, electircal, healthcare, international trade & logistics, areospace, manufacturing, etc.)			$ 8,500
Travel during Legislative Session; monitor legislation on apprenticeship-tax credits bill, (draft attaced in process for amendments; meetings with Texas Education Agency, Texas Higher Education Coordinating Board, Texas Workforce Commission and members of the Texas legislature).			$ 6,500
Rent & Utilities			$ 10,000
Website Maintenance and Hosting Fees www.caped.us			$ 2,400
Computers & Office Equipment; supplies			$ 5,100
Recommendations, presentations to inudstry leaders in Laredo-Webb County to incorporate apprenticeship programs, roundtable discussion meetings, conferences, working groups, Think Tank efforts.			$ 2,500
Program Grant Writers (skills develoment fund; Texas Innovative Academies; Workforce Innovation Opportunity Act)			$ 2,700
Apprenticeship Soft Skills Training Program Materials; Mentorship Trainining; long-distance learning efforts strategic to teaching skills necessary for region.			$ 7,300
TOTAL EXPENDITURES			**$ 45,000**

CAPED

Consortium for Apprenticeship Partners in Economic Development

Registered, State of Texas, nonprofit 501(c)3. www.caped.us

STEAMLINE EFFORTS – WEBB COUNTY – CITY OF LAREDO – LDF – CHAMBER STRATEGIC ALLIANCES, LOCAL-STATE-FEDERAL ELECTED OFFICALS

Key Industries: *Banking, Education, Energy, Construction, Manufacturing, Healthcare, Hospitality, Homeland Security, International Trade, Retail;* ***Strenathen:*** *Aerospace, Aviation, Technology, et. al.*

Sylvia O. Praesel, M.A.
Founder/Director/Consultant

LEADERSHIP TEAM:
Mercurio Martinez
LAREDO COMMUNITY COLLEGE, Chair

LEADERSHIP TEAM:
Erasmo Villarreal
Workforce Development

SOFT SKILLS TRAINING
Business Industry Hub

- Laredo Development Foundation /chamber
- Professional & Personal Development Skills Training
- Business Etiquette
- Customer Service
- Youth Ethics & Leadership

Leverage Industry retirees for knowledge transfer & ***Mentorship Programs***

Board of Directors (15 max.)
Integrated Multidisciplinary Industry Team

1. Julie Bazan, Healthcare
2. Me mo Castro, M&M Cargo, Logistics
3. Rick Garza, LISD
4. Jorge Gonzalez, FalconSure, Insurance Agent
5. Adriana Hernandez, JobCorps
6. Jorge Leal – Laredo Medical Center, Asst. Chief Officer
7. Dr. Julio Madrigal – TAMIU, Director Special Programs
8. Javier Montemayor – UISD Board, Attorney
9. Javier Moctezuma – Business & Education
10. Gonzalo Prida – International Trade
11. Erasmo Villarreal, Government/Community

Private Sector Partners
BP Newman Investments
Falcon Bank
LED Electric Lighting Contractors
Gateway Healthcare
GEMCO USA
HR Employment Solutions
International Bank of Commerce
Laredo Medical Center
Multimodal Logistics
Prolamsa Steel Manufacturing
Slay Engineering
et. al.

Public Sector Partners (LEA)
Secondary Schools
Laredo ISD
United ISD
Charter Schools
Magnet School
Private Schools
Webb County Consolidated
Other Regional ISDs

Post-Secondary Colleges, Technical Schools and Universities
Texas A&M International University
UT Health Science Center
Laredo Community College
Other – Long-distance learning

Public Partners/Workforce/ Alliances
Texas Education Agency (TEA)
Texas Higher Education Coordinating Board (THECB)
Texas Workforce Commission (TWC)
Texas Workforce Solutions of South Texas

Grant Writers

TWC Assistance

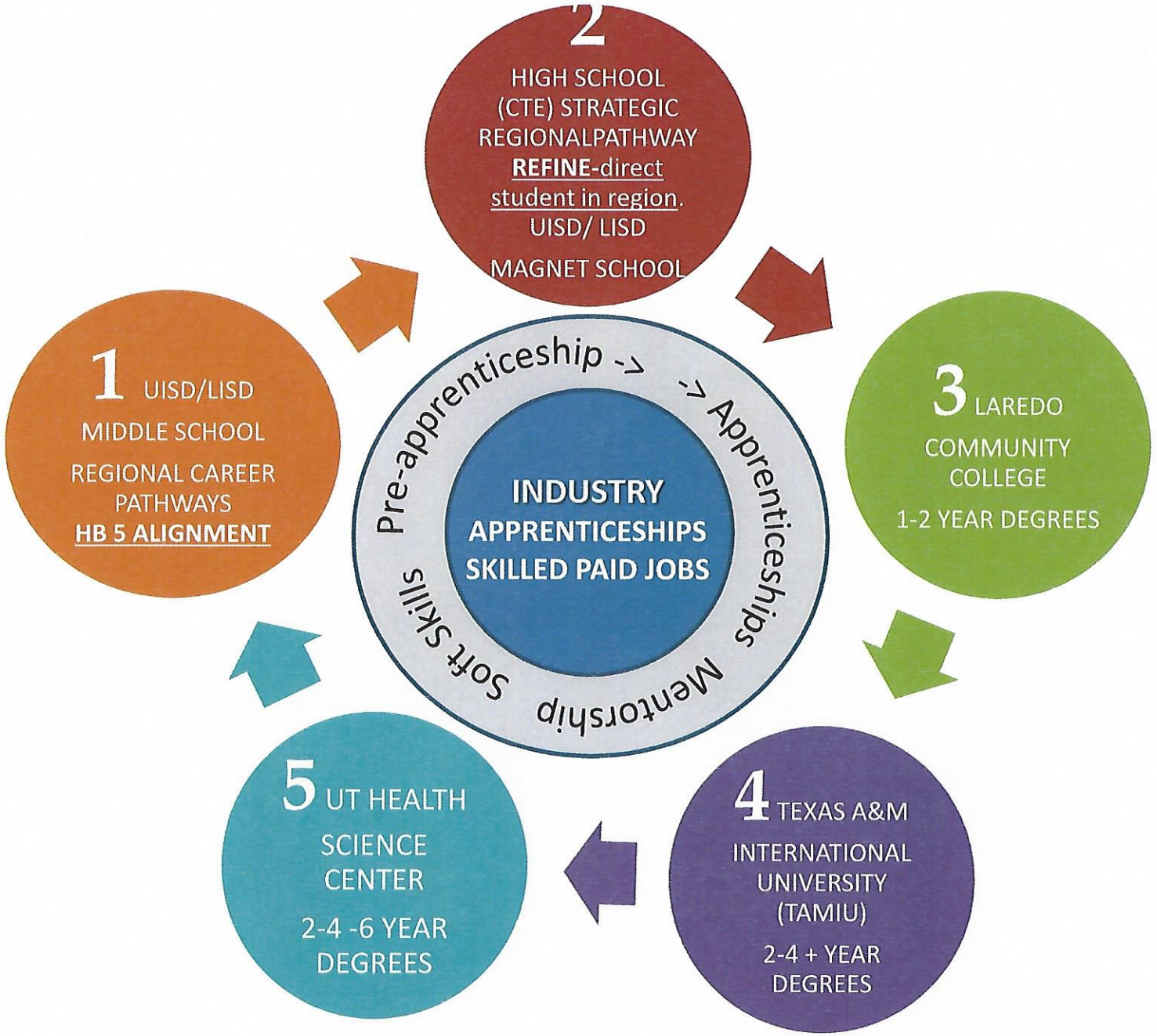
Standing Committees
- Legislative & Research
- Curriculum Development

Advisory Board Members (unlimited)
Maria Eugenia Calderon – TAMIU Binational Center
Mary Capello, Attorney, Executive Mentorship
Blas Castaneda, Workforce Development
Conchita Hickey, TAMIU Dean, University College
Guillermo Dominguez, TAMIU School of Engineering
Betty Flores – Business & Government
Elmo Lopez – Gateway Community Healthcare
Lic. Francisco Marquez, International Trade
Dr. Lorenzo Reyes, Jr., Business & Higher Education
Leodoro Martinez, Eagle ford Consortium
Mercurio Martinez, Jr. – LCC, Business & Education
Dr. Fred Solis, LCC, Assoc. VP, Instruction
Rogelio Trevino –Tx. Workforce Solutions, South Texas
David Newman – Business & Hospitality
Rodney H. Rodriguez, LCC Economic Dev. Ctr.
Rogelio Trevino, Workforce Solutoins
Roxanne Vedia, LCC, Dean of Workforce

Community Organizations
Area HealthCare Education Center (AHEC)
Job Corps
Laredo Chamber of Commerce
Laredo Development Foundation
Assoc. of Laredo Forwarding Agents, Inc. (ALFA)
Laredo Manufacturing Assoc.
et. al.

CAPED, Organizational Chart, updated 8/8/2016
By: Sylvia Praesel

Consortium for Apprenticeship Partners in Economic Development (CAPED)
South Texas Region Pilot Project – A Regional Approach



By Sylvia O. Praesel

Motions **26.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Arturo Garcia

SUBJECT

Authorizing the City Manager to execute all necessary documents for the purchase of the surface only of a vacant residential lot legally described as Lot 27, Block 1, Unit VII, Riverhill Subdivision, located at 626 Bouganvillea St. Said lot is being purchased for donation to Habitat for Humanity in support of the development of affordable housing. The purchase amount shall not exceed $23,000.00 plus applicable closing costs. Funding for this purchase is being made available through the Capital Improvement Fund.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

District 3 Councilman Alex Perez is supporting the work of Habitat for Humanity and its mission to provide affordable housing to deserving families. In an effort to help this mission, the councilman is purchasing a residential lot in Riverhill Subdivision from Mr. Chris Haynes at a reduced price for the purpose of having Habitat for Humanity construct a new house for a deserving family. The lot located at 626 Bouganvillea St. will be donated to Habitat for that purpose. Said lot will be purchased for an agreed amount of $23,000, upon council approval. Funding for this purchase is being made available through the Capital Improvement Fund.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of Motion

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	y
Source of Funds:	
Account #:	40243105359101

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Attachments

Lot aerial

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626 Bouganvillea St.

02/02/2015

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer; Yvette Limon, Acting Bridge Manager

SUBJECT

Consideration for approval to award a professional services contract to Structural Engineering Associates, San Antonio, Texas, for an amount of $111,840.00 for the World Trade Bridge US Customs Exit Booth Expansion for conceptual planning for installation of new weigh-in-motion scales at the immediate departure location of all existing federal land port of entry exit control booths and for the study of the potential future commercial free and secure truck lane. Design work is to be done on a fast track basis. Funding is available in the Bridge Construction Fund.

PREVIOUS COUNCIL ACTION

On June 6, 2016, City Council approved the selection of consultants for the World Trade Bridge US Customs Exit Booth Expansion for design, preparation of plans and specifications, and authorization to negotiate a professional services contract.

BACKGROUND

Scope of services include the following major tasks, and the associated professional services fee for each major task outlined item is included on the attached spreadsheet. As noted below in the scope outline, all submittals will be made in an electronic format and distributed either via email, or dropbox account. The performance of professional services for this conceptual planning phase will be in general compliance with City of Laredo and State of Texas design codes and standards, along with the most current version of the CBP design guide for land ports of entry.

1. Initial conceptual planning meeting (1 each included)
   *Discuss new WIM layout at existing exit booths
   *Discuss data/it connections for new WIM locations
   *Discuss fast required components
   *Discuss potential fast locations/layout
2. Prepare initial conceptual layout (1 each submittal included)
   *Secure CAD files for existing LPOE (from others)
   *Obtain current aerial photo of existing LPOE (from others)
   *Insert results from initial meeting onto layout
   *Prepare initial conceptual layout exhibit (electronic for distribution)
3. Follow-up conceptual planning meetings (4 each included)
   *Review initial conceptual layout
   *Review major conceptual components

*Identify any new project components needed/desired
*Discussion and refinement of conceptual layout
*Review of opinion of probable cost (3rd and 4th meetings)

4. Update conceptual layout after each meeting (4 each submittals included)
   *Prepare updated conceptual layout exhibit
   *Develop/update conceptual opinion of probable cost
5. Final conceptual planning meeting (1 each included)
   *Review and obtain consensus for conceptual layout
   *Review conceptual opinion of probable cost
   *Develop project design timeline
6. Prepare final conceptual layout submittal (1 each submittal included)
   *Finalize conceptual layout and distribute
   *Finalize conceptual opinion of probable cost and distribute
7. Prepare Federal 559 Donation Agreement Applications(s)
   *Prepare Draft 559 Application for WIM Portion of Project
   *Prepare Draft 559 Application for FAST Lane Portion of Project
   *Prepare Draft 559 Application for WIM
   *Prepare Draft 559 Application for FASE Lane

Design work is to be done on a fast track basis.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	Y
Source of Funds:	
Account #:	553-4050-585-9201
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Attachments

Site Map and Proposal Submitted by Structural Engineering Associates

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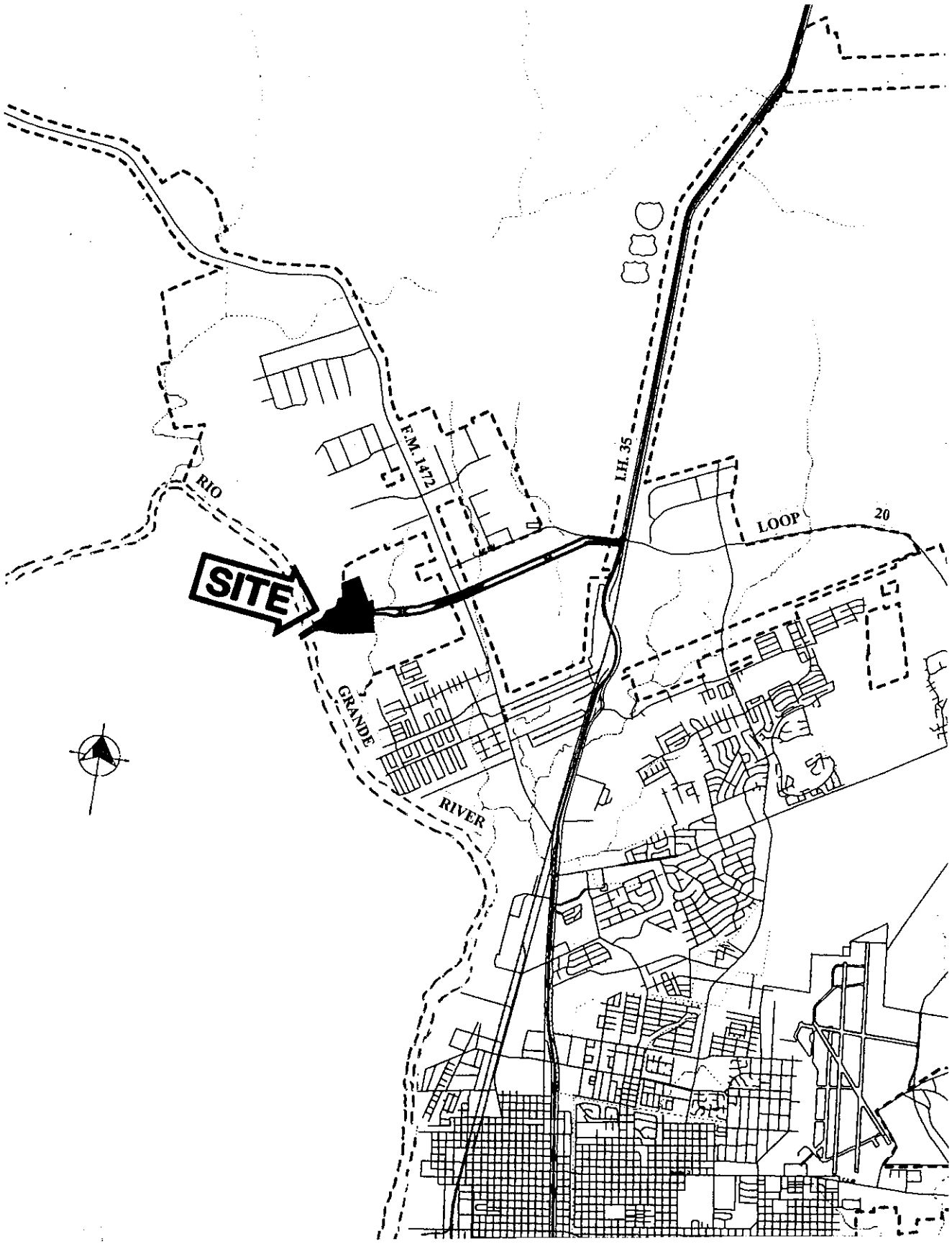

CONSIDERATION FOR APPROVAL TO AWARD A PROFESSIONAL SERVICES CONTRACT FOR THE WORLD TRADE BRIDGE US CUSTOMS EXIT BOOTH EXPANSION

City Council Meeting September 19, 2016	**CITY OF LAREDO** **ENGINEERING DEPARTMENT** 1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496	AGENDA ITEM

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

DAVID T. COVARRUBIAS, P.E.
SALVADOR H. LOPEZ
SIDNEY "SID" A. MIELKE, P.E.
DAVID A. ROCHA, P.E.
ERIC H. JAHELKA, P.E.
ADRIAN M. ROMERO, P.E.
MELVIN K. LARA, P.E.
ALVARO J. LOPEZ, P.E.
DANIEL M. MORALES, P.E.
BINAYA SHRESTHA, P.E.

JOHNNIE C. CHING, P.E.
CHARLES F. GARZA
ERNEST J. MECHE, P.E.
ALLEN G. SHIAU, P.E.
WILLIAM "MAC" M. GLEESON, P.E.
SAM O. PALOMERO, P.E.
MD NURUL AMIN, P.E.
JOHNNY E. MARTINEZ, P.E.
DANIEL B. RODRIGUEZ, P.E.

August 22, 2014

Mr. Robert Ramirez, P.E.
The City of Laredo
1110 Houston Street
Laredo, Texas 78040

REF: World Trade Bridge – U.S. Customs Exit Booth Expansion (Revised 09-13-16)

Dear Robert,

We appreciate the selection of our SEA Team for this high profile project. As a result of the scope development meeting in June 2016, we have prepared this conceptual scope of work and the associated professional services fee proposal.

The scope of work includes conceptual planning for installation of new weigh-in-motion scales at the immediate departure location of all existing federal land port of entry exit control booths. Further conceptual planning layouts and meetings for study of the potential future commercial Free and Secure Truck lane are also included. We anticipate that we will have to coordinate the conceptual planning activities with not only the City of Laredo, but also representatives of the United States Customs and Border Protection (CBP).

SCOPE OF SERVICES

Our detailed scope of services include the following major tasks, and the associated professional services fee for each major task outline item is included on the attached spreadsheet. As noted below in the scope outline, all submittals will be made in an electronic format and distributed either via email, or dropbox account. The performance of professional services for this conceptual planning phase will be in general compliance with City of Laredo and State of Texas design codes and standards, along with the most current version of the CBP design guide for land ports of entry.

A. Initial Conceptual Planning Meeting (1 each included)
   - Discuss new WIM layout at existing Exit Booths
   - Discuss data/IT connections for new WIM locations
   - Discuss FAST required components
   - Discuss potential FAST locations/layout

B. Prepare Initial Conceptual Layout (1 each submittal included)
   - Secure CAD files for existing LPOE (from others)
   - Obtain current aerial photo of existing LPOE (from others)
   - Insert results from initial meeting onto layout
   - Prepare Initial Conceptual Layout Exhibit (Electronic for distribution)

C. Follow-up Conceptual Planning Meetings (4 each included)
   - Review Initial Conceptual Layout
   - Review major conceptual components
   - Identify any new project components needed/desired
   - Discussion and refinement of Conceptual Layout
   - Review of Opinion of Probable Cost (3rd and 4th meetings)

D. Update Conceptual Layout after each meeting (4 each submittals included)
   - Prepare updated Conceptual Layout Exhibit
   - Develop/update Conceptual Opinion of Probable Cost

E. Final Conceptual Planning Meeting (1 each included)
   - Review and obtain consensus for Conceptual Layout
   - Review Conceptual Opinion of Probable Cost
   - Develop project design timeline

F. Prepare Final Conceptual Layout Submittal (1 each submittal included)
   - Finalize Conceptual Layout & Distribute
   - Finalize Conceptual Opinion of Probable Cost & Distribute

G. Prepare Federal 559 Donation Agreement Application(s)
   - Prepare Draft 559 Application for WIM Portion of Project
   - Prepare Draft 559 Application for FAST Lane Portion of Project
   - Finalize Draft 559 Application for WIM
   - Finalize Draft 559 Application for FASE Lane

PROFESSIONAL SERVICES FEE

Our proposed "Not to Exceed" professional services fee to perform the noted scope of services is **$ 111,840.00**. We are prepared to execute a standard City of Laredo contract for professional services.

EXCLUSIONS

Some items which we consider specific exclusions from this fee proposal include:

- Any and all efforts required for amendments to or changes of the Presidential Permit for the World Trade International Bridge.
- Travel and/or meetings at other locations than in Laredo, Texas, and meetings other than specifically identified within our fee proposal.
- Field Surveying or data collection. Any aerial photographs or LPOE layouts to be provided by others
- Development of preparation of design development and construction plans and specifications, bid phase services, or construction phase or construction administration services.
- Any and all efforts required to obtain any permits or permissions from any governmental agency, including follow-up coordination and planning beyond 559 Program Application.
- All environmental testing, documentation or clearances.
- Geotechnical engineering and report.
- All document printing or reprographic services, including preparation of "As Built" drawings.
- All utility coordination.

As per the request from the City of Laredo on 09-13-16, we have added item G. above to prepare the Program 559 Donation Agreement Applications for both the WIM installation and the FAST LANE portions of the project. In order to accomplish this effort, basically during the month of October, 2016, we have added King Advising, LLC to our team. King Advising is led by Jim King the retired former Assistant Administrator for GSA in Region 7 (Fort Worth), and prior to that Jim with Director for the GSA Center for Border Station Expertise for many years. Also working with Jim King for this effort will be David Randolph, the retired Coordinator for Mexican Affairs, at the U.S. Department of State. Since their retirements from federal service both Jim and David have continued to consult with owners and operators of crossings and bridges on the U.S./Mexico border. Their addition to the SEA will ensure that we have access to GSA, CBP at the national level, and the U.S. Department of State, as needed for swift application development.

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, P.E.
Senior Project Project Manager

Cc: Mr. David T. Covarrubias, P.E., SEA

Via email 09-13-16, original via Lone Star Overnite

CITY OF LAREDO
WORLD TRADE BRIDGE - U.S. CUSTOMS EXIT BOOTH EXPANSION
CONCEPTUAL PLANNING PHASE ONLY

STRUCTURAL ENGINEERING ASSOCIATES, INC.
PROPOSED MANHOURS/FEES - TOTAL FEE PROPOSAL

22-Aug-16
REVISED 13-Sep-16

Task Description	Project Manager	Sr. Stuctural Engineer	Structural Engineer	Jr. Eng'r/ EIT	CADD Operator	Clerical	Total Hours	Total Fee
A. INITIAL CONEPTUAL PLANNING MEETING (1 each included)								
SEA	8		8				16	$2,640.00
Frank Architects								$700.00
CEC								$900.00
B. PREPARE INITIAL CONCEPTUAL LAYOUT (1 each included)								
SEA	4		4				8	$1,320.00
Frank Architects								$1,400.00
CEC								$4,800.00
C. FOLLOW-UP CONCEPTUAL PLANNING MEETINGS (4 each included)								
SEA	20		20				40	$6,600.00
Frank Architects								$2,800.00
CEC								$3,500.00
D. UPDATE CONCEPTUAL LAYOUT AFTER PLANNING MEETINGS (4 each updates included)								
SEA	20		16				36	$6,020.00
Frank Architects								$1,400.00
CEC								$6,600.00
E. FINAL CONCEPTUAL PLANNING MEETING (1 each includede)								
SEA	8		8				16	$2,640.00
Frank Architects								$700.00
CEC								$900.00
F. PREPARE FINAL CONCEPTUAL LAYOUT SUBMITTAL (1 each final plan included)								
SEA	8		4				12	$2,060.00
Frank Architects								$3,000.00
CEC								$900.00
G. PREPARE 559 DONATION APPLICATION DOCUMENT(S)								
SEA	32		12				44	$7,660.00
KING ADVISING								$35,000.00
H. OVERALL PROJECT MANAGEMENT								
SEA	40		20				60	$10,300.00
CONTINGENCY ALLOWANCE								$10,000.00
	132	0	84	0	0	0	216	
Hourly Rates	$185.00	$185.00	$145.00	$104.00	$86.00	$74.00		**$111,840.00**

NOTE: SEE WRITTEN SCOPE OF WORK LETTER, DATED AUGUST 22, 2016 FOR MORE SCOPE DESCRIPTIONS AND EXCLUSIONS TO THE SCOPE OF WORK. IT IS ASSUMED THAT ALL MEETINGS WILL BE HELD AT CITY OF LAREDO CITY HALL

FRANK ARCHITECTS INC

August 19, 2016

Sid Mielke, P.E.
Structural Engineering Associates, Inc.
3838 NW Loop 410
San Antonio, Texas 78229

A/E PROPOSAL

A. Project:
World Trade Bridge Exit Booth Expansion – Conceptual Phase

B. Project Scope of Work:
Scope of work per attached SEA memorandum dated 08.08.16.

C. Compensation:
Architectural fees for this project shall be based on an hourly compensation of **($175) per hour**, with a not to exceed amount of ten thousand dollars **($10,000.00)**. Normal Architectural services related to the attached scope of work are included in this proposal. Invoices will be submitted monthly. The amount invoiced will be calculated pursuant to the hourly amount of work completed to date basis.

D. 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 2009, and TDLR Texas Accessibility Standards. Basic services will be broken down in the following phases:

1. Initial Conceptual Planning Meeting:	$700.00
a. Discuss new WIM layout at existing Exit Booths	
b. Discuss data/IT connections for new WIM locations	
c. Discuss FAST required components	
d. Discuss potential FAST locations/layout	
2. Prepare Initial Conceptual Layout:	$1,400.00
a. Secure CAD files for existing LPOE	
b. Obtain current aerial photo of existing LPOE	
c. Insert results from initial meeting onto layout	
d. Prepare Initial Conceptual Layout Exhibit (Electronic for distribution)	
3. Follow-up Conceptual Planning Meetings	$2,800.00
a. Review Initial Conceptual Layout	
b. Review major conceptual components	
c. Identify any new project components needed/desired	
d. Discussion and refinement of Conceptual Layout	
e. Review of Opinion of Probable Cost (3rd and 4th meetings)	
4. Update Conceptual Layout after each meeting:	$1,400.00
a. Prepare updated Conceptual Layout Exhibit	
b. Develop/update Conceptual Opinion of Probable Cost	
5. Final Conceptual Planning Meeting:	$700.00
a. Review and obtain consensus for Conceptual Layout	

b. Review Conceptual Opinion of Probable Cost
c. Develop project design timeline

6. Prepare Final Conceptual Layout Submittal $3,000.00
   a. Finalize Conceptual Layout & Distribute
   b. Finalize Conceptual Opinion of Probable Cost & Distribute

E. Basic Services NOT included in this proposal:

1. Civil Engineering.
2. Structural Engineering.
3. Mechanical, Electrical, Plumbing Engineering
4. Bidding Phase Services.
5. Construction administration (including site visits during construction).
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. Reprographic printing.

F. 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

G. Direct Reimbursable Expenses

Reimbursable expenses, such as reproductions, airline travel, car rental, car travel ($ 0.38 per mile), long distance telephone calls, computer plots, postage, deliveries, etc., are billed in addition to professional fees at 1.1 times the actual cost to Frank Architects Inc.

H. 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
Frank Architects Inc.

Client Approval:

Signature Date

Printed Name / Title

CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.

August 19, 2016

Structural Engineering Associates, Inc.
Sid Mielke, PE
3838 N.W. Loop 410
San Antonio, Texas 78229

RE: Proposal for Professional Services
World Trade International Bridge U.S. Customs Exit Booth Expansion

Dear Mr. Mielke:

Civil Engineering Consultants (CEC), appreciates the opportunity to present this proposal to provide surveying and engineering services as requested through the Conceptual Planning Phase for the proposed expansion of the U.S. Customs Exit Booth and the World Trade International Bridge in Laredo, Texas. Thus, unless otherwise instructed, the scope and principal elements of work for our services will include the following:

SCOPE OF WORK:

TASK 1 –INITIAL CONCEPTUAL PLANNING MEETING ($900.00)

1. *Attend a meeting to discuss new WIM layout at the existing exit booths, data/IT connections for new WIM locations, FAST required components, and potential FAST locations/layout.*

TASK 2 – PREPARE INITIAL CONCEPTUAL LAYOUT ($4,800.00)

1. *Obtain aerial photos of the WTB property from the City of Laredo.*
2. *Prepare a CAD base drawing with existing improvements based on the aerial photos.*
3. *Prepare the initial conceptual layout exhibit.*

TASK 3 – FOLLOW-UP CONCEPTUAL PLANNING MEETINGS ($3,500.00)

1. *Attend up to 4 meetings to review and discuss the initial conceptual layout, major conceptual components, identify any new project components, refinement of the conceptual layout and discussion of probable costs.*

TASK 4 – UPDATE CONCEPTUAL LAYOUT AFTER EACH MEETING ($6,600.00)

1. *Provide updates to the conceptual layout exhibit after each meeting (up to 4) as needed. Assist with any updates to the opinion of probable cost.*

TASK 5 – FINAL CONCEPTUAL PLANNING MEETING ($900.00)

1. *Attend a meeting to review and discuss the conceptual layout, opinion of probable cost and project design timeline.*

TASK 6 – FINAL CONCEPTUAL LAYOUT SUBMITTAL ($900.00)

1. *Assist with finalizing the conceptual layout and opinion of probable cost.*

FEE: Our not to exceed Fee Budget for these services for the Conceptual Planning Phase will be as follows:

- **Task 1 – Initial Conceptual Planning Meeting ($900.00)**
- **Task 2 – Prepare Initial Conceptual Layout ($4,800.00)**
- **Task 3 – Follow-Up Conceptual Planning Meetings ($3,500.00)**
- **Task 4 – Update Conceptual Layout After Each Meeting ($6,600.00)**
- **Task 5 – Final Conceptual Planning Meeting ($900.00)**
- **Task 6 – Final Conceptual Layout Submittal ($900.00)**

TOTAL FEE: $17,600.00

The Fee Budget for each Task is based on our estimate of the time required to complete the Task and our current standard hourly billing rates. Although CEC will not exceed the Total Fee stated above for the Scope of Work, we reserve the right to reallocate the Total Fee among the various tasks that make up the scope of work to account for the actual time used to complete each Task.

GOVERNMENTAL FEES: No governmental fees are expected for this project. If fees are required, CEC assumes the Owner will pay all governmental fees in excess of $500. CEC can pay fees that are less than $500, and if we do, we will 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.

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.

We appreciate the opportunity to serve you on this matter. 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.
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

Motions **28.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

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SUBJECT

Authorizing the City Manager to temporally transfer the emergency mobile morgue to Webb County under the care of Judge Tano Tijerina, Commissioners Court for the County Medical Examiner to assist with current emergency surge of fatalities.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Webb County for the Medical Examiner has an emergency surge and requires the use of mobile morgue.Under the Emergency Medical Task Force (EMTF) Response Mutual Aid Agreement and as per our Public Health Emergency Response Contracts with the Texas Department of state Health Services during an emergency we can deploy state purchased equipment for such response.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends that Council approve this Motion.

Fiscal Impact

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

FINANCIAL IMPACT:

None.

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Heberto L. Ramirez, Acting City Secretary

SUBJECT

Discussion with possible action to amend the Joint General/Special Elections Early Voting Schedule “Exhibit F” as presented by the Webb County Elections Administrator and approved by the Webb County Commissioners Court on September 12, 2016.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

On August 15, 2016 the City Council adopted Ordinance No. 2016-O-105 ordering a General City Election on Tuesday, November 8, 2016 for: The Election of City Officials; a Special Elections for the submission of proposed Laredo City Charter amendments; Designating polling places; Designating a runoff date; providing for publication; and, authorizing the City Manager to enter into contract with the Webb County Elections Administrator for the purpose of conducting a Joint Election with the City of Laredo and other matters relating thereto.

On September 12, 2016, Webb County Commissioners Court amended the Early Voting Schedule. Attached is “Exhibit F” revised on September 12, 2016.

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

Attachments

Exhibit F

EXHIBIT F
(REVISED – SEPT. 12, 2016)

NOVEMBER 8, 2016
JOINT GENERAL/SPECIAL ELECTIONS
EARLY VOTING SCHEDULE

MAIN EARLY VOTING SITE

Billy Hall, Jr. Administrative Building, 1110 Washington St.

Monday,	Oct. 24 thru Friday,	Oct. 28, 2016	8:00 am to 5:00 pm
Saturday,	Oct. 29, 2016		8:00 am to 8:00 pm
Sunday,	Oct. 30, 2016		1:00 pm to 6:00 pm
Monday,	Oct. 31 thru Friday,	Nov. 04, 2016	8:00 am to 8:00 pm

PERMANENT BRANCH EARLY VOTING SITES

Finley Elementary School, 2001 Lowry Rd.

Monday,	Oct. 24 thru Friday,	Oct. 28, 2016	8:00 am to 5:00 pm
Saturday,	Oct. 29, 2016		8:00 am to 8:00 pm
Sunday,	Oct. 30, 2016		1:00 pm to 6:00 pm
Monday,	Oct. 31 thru Friday,	Nov. 04, 2016	8:00 am to 8:00 pm

Providence Health Center, 230 Calle Del Norte

Monday,	Oct. 24 thru Friday,	Oct. 28, 2016	8:00 am to 5:00 pm
Saturday,	Oct. 29, 2016		8:00 am to 8:00 pm
Sunday,	Oct. 30, 2016		1:00 pm to 6:00 pm
Monday,	Oct. 31 thru Friday,	Nov. 04, 2016	8:00 am to 8:00 pm

City Hall Annex Building, 1102 Bob Bullock Loop

Monday,	Oct. 24 thru Friday,	Oct. 28, 2016	8:00 am to 5:00 pm
Saturday,	Oct. 29, 2016		8:00 am to 8:00 pm
Sunday,	Oct. 30, 2016		1:00 pm to 6:00 pm
Monday,	Oct. 31 thru Friday,	Nov. 04, 2016	8:00 am to 8:00 pm

McKendrick, Ochoa, Salinas Library, 1920 Palo Blanco St.

Monday,	Oct. 24 thru Friday,	Oct. 28, 2016	8:00 am to 5:00 pm
Saturday,	Oct. 29, 2016		8:00 am to 8:00 pm
Sunday,	Oct. 30, 2016		1:00 pm to 6:00 pm
Monday,	Oct. 31 thru Friday,	Nov. 04, 2016	8:00 am to 8:00 pm

TEMPORARY BRANCH EV SITES

Henry Cuellar Library, 1701 Centeno Ln., Rio Bravo, Tx

Monday,	Oct. 24 thru Friday,	Oct. 28, 2016	8:00 am to 5:00 pm
Saturday,	Oct. 29, 2016		8:00 am to 8:00 pm
Sunday,	Oct. 30, 2016		1:00 pm to 6:00 pm
Monday,	Oct. 31 thru Friday,	Nov. 04, 2016	8:00 am to 8:00 pm

El Cenizo Community Center, 3519 Cecilia Ln., El Cenizo, Tx

Monday,	Oct. 24 thru Friday,	Oct. 28, 2016	8:00 am to 5:00 pm
Saturday,	Oct. 29, 2016		8:00 am to 8:00 pm
Sunday,	Oct. 30, 2016		1:00 pm to 6:00 pm
Monday,	Oct. 31 thru Friday,	Nov. 04, 2016	8:00 am to 8:00 pm

TEMPORARY MOBILE BRANCH EV SITES

Mobile Branch # 1 (WCISD)

WCISD Tax Office, 619 Ave F, Bruni, TX	Oct. 24	9:00 am to 5:00 pm
WCISD Tax Office, 619 Ave F, Bruni, TX	Oct. 25	9:00 am to 5:00 pm
WCISD Tax Office, 619 Ave F, Bruni, TX	Oct. 26	9:00 am to 5:00 pm
WCISD Tax Office, 619 Ave F, Bruni, TX	Oct. 27	9:00 am to 5:00 pm
WCISD Tax Office, 619 Ave F, Bruni, TX	Oct. 28	9:00 am to 5:00 pm
WCISD Tax Office, 619 Ave F, Bruni, TX	Oct. 29	9:00 am to 8:00 pm
Oilton Elem. Library, 300 Despain St, Oilton	Oct. 30	1:00 pm to 6:00 pm
Oilton Elem. Library, 300 Despain St, Oilton	Oct. 31	9:00 am to 8:00 pm
E. Salinas Comm. Ctr, 917 N. Main, Mirando	Nov. 01	9:00 am to 8:00 pm
E. Salinas Comm. Ctr, 917 N. Main, Mirando	Nov. 02	9:00 am to 8:00 pm
E. Salinas Comm. Ctr, 917 N. Main, Mirando	Nov. 03	9:00 am to 8:00 pm
E. Salinas Comm. Ctr, 917 N. Main, Mirando	Nov. 04	9:00 am to 8:00 pm

Mobile Branch # 2 (LISD)

Daiches Elementary, 1401 Green St.	Oct. 24	9:00 am to 5:00 pm
Daiches Elementary, 1401 Green St.	Oct. 25	9:00 am to 5:00 pm
Dovalina Elementary, 1700 W. Anna Ave.	Oct. 26	9:00 am to 5:00 pm
Gateway Comm. Health Ctr., 1515 Pappas St.	Oct. 27	9:00 am to 5:00 pm
MacDonnell Elementary, 1606 Benavides St.	Oct. 28	9:00 am to 5:00 pm
MacDonnell Elementary, 1606 Benavides St.	Oct. 29	9:00 am to 8:00 pm
Ligarde Elementary, 2800 S. Canada Ave.	Oct. 30	1:00 pm to 6:00 pm
Ligarde Elementary, 2800 S. Canada Ave.	Oct. 31	9:00 am to 8:00 pm
Santo Nino Elementary, 2702 Bismark St.	Nov. 01	9:00 am to 8:00 pm
Gateway Comm. Health Ctr., 2007 S Zapata Hwy	Nov. 02	9:00 am to 8:00 pm
Cigarroa High School, 2600 Zacatecas St.	Nov. 03	9:00 am to 8:00 pm
Cigarroa High School, 2600 Zacatecas St.	Nov. 04	9:00 am to 8:00 pm

Mobile Branch # 3 (UISD)

Juarez-Lincoln Elem, 1003 Espejo Molina Rd.	Oct. 24	11:00 am to 8:00 pm
Perez Elementary, 500 Sierra Vista Dr.	Oct. 25	11:00 am to 8:00 pm
Cuellar Elementary, 6431 Casa Del Sol	Oct. 26	11:00 am to 8:00 pm
Col. Santos Benavides, 10702 Kirby Dr.	Oct. 27	11:00 am to 8:00 pm
Bonnie Garcia Elem., 1453 Concord Hills	Oct. 28	11:00 am to 8:00 pm
Salinas Elementary, 1000 Century Dr.	Oct. 29	9:00 am to 8:00 pm
Malakoff Elementary, 2810 Havana Dr.	Oct. 30	1:00 pm to 6:00 pm
United High School, 2811 United Ave.	Oct. 31	9:00 am to 8:00 pm
L. B. J. High School, 5626 Cielito Lindo	Nov. 01	9:00 am to 8:00 pm
Alexander High School, 1600 E. Del Mar	Nov. 02	9:00 am to 8:00 pm

United South HS, 4001 Ave. Los Presidentes	Nov. 03	9:00 am to 8:00 pm
United 9th Grade Campus, 8800 McPherson Rd.	Nov. 04	9:00 am to 8:00 pm

Mobile Branch # 4 (LCC)

LCC – Kazen Center, W End Washington St.	Oct. 24	9:00 am to 6:00 pm
LCC – Kazen Center, W End Washington St.	Oct. 25	9:00 am to 6:00 pm
LCC – Kazen Center, W End Washington St.	Oct. 26	9:00 am to 6:00 pm
LCC – Kazen Center, W End Washington St.	Oct. 27	9:00 am to 6:00 pm
LCC – Kazen Center, W End Washington St.	Oct. 28	9:00 am to 12:00 pm
Doctor's Hospital, 10700 McPherson Rd.	Oct. 29	9:00 am to 8:00 pm
Doctor's Hospital, 10700 McPherson Rd.	Oct. 30	1:00 pm to 6:00 pm
Doctor's Hospital, 10700 McPherson Rd.	Oct. 31	9:00 am to 8:00 pm
LCC South - Zaffirini Library, 5500 S Zapata Hwy.	Nov. 01	9:00 am to 6:00 pm
LCC South - Zaffirini Library, 5500 S Zapata Hwy.	Nov. 02	9:00 am to 6:00 pm
LCC South - Zaffirini Library, 5500 S Zapata Hwy.	Nov. 03	9:00 am to 6:00 pm
LCC South - Zaffirini Library, 5500 S Zapata Hwy.	Nov. 04	9:00 am to 12:00 pm

Mobile Branch # 5 (COL)

City Hall of Laredo, 1110 Houston St.	Oct. 24	8:00 am to 5:00 pm
City Hall of Laredo, 1110 Houston St.	Oct. 25	8:00 am to 5:00 pm
City Hall of Laredo, 1110 Houston St.	Oct. 26	8:00 am to 5:00 pm
City Hall of Laredo, 1110 Houston St.	Oct. 27	8:00 am to 5:00 pm
City Hall of Laredo, 1110 Houston St.	Oct. 28	8:00 am to 5:00 pm
Laredo Medical Center, 1700 E. Saunders St.	Oct. 29	9:00 am to 8:00 pm
Laredo Medical Center, 1700 E. Saunders St.	Oct. 30	1:00 pm to 6:00 pm
Laredo Medical Center, 1700 E. Saunders St.	Oct. 31	9:00 am to 8:00 pm
Laredo Medical Center, 1700 E. Saunders St.	Nov. 01	9:00 am to 8:00 pm
Texas A&M Int'l, 5201 University Blvd	Nov. 02	9:00 am to 8:00 pm
Texas A&M Int'l, 5201 University Blvd.	Nov. 03	9:00 am to 8:00 pm
Texas A&M Int'l, 5201 University Blvd.	Nov. 04	9:00 am to 12:00 pm

City Council-Regular
Meeting Date: 09/19/2016
Staff Source: Horacio De Leon, Assistant City Manager; Nathan Bratton, Planning Director

SUBJECT
Authorizing the drafting of annexation agreements and service plans for the following:

Tract 1: 4G Investments, LLC Tract – 82.48 acres, more or less, located east of F.M 1472 and south of S.H. 255.
Petitioner:4G Investments, LLC. Eduardo A. Garza

Tract 2: Kansas City Southern Railway 359 Yard Tract – 54.20 acres, more or less, located east of E.G. Ranch Rd. and S.H. 359. Petitioner: The Texas Mexican Railway Company.

Tract 3: AFW Investments II, Ltd Tract – 20.34 acres, more or less, located north of S.H. 359 and east of E.G. Ranch Rd.
Petitioner: Patrick Farrell.

Tract 4: Cuauhtemoc Rodriquez Tract – 5.0 acres, more or less, located north of Del Mar Blvd. and east of Bob Bullock Loop (Loop 20). Carlos V. Mejia.

Tract 5: MOS Professional Building Inc. Tract – 7.61 acres, more or less, east of F.M 1472 and south of Pinto Valle Dr.
Petitioner: Roberto P. Martinez Jr

Tract 6: Reuthinger Living Trust Tract – 1,743.53 acres, more or less, west of I.H. 35 and north of Beltway Parkway.
Petitioner: Hortense R. Offerle, Trustee

Tract 7: Carriers Tract: - 0.31 Acres, more or less, south of Carriers Dr. and east of Resource Dr.
Petitioner: Subcarrier Communications, Inc.

PREVIOUS COUNCIL ACTION
None

BACKGROUND

Council approved the following annexation schedule
2016 Annexation Schedule
(Approved by City Council on July 18, 2016)

August 18, 2016 Application submittal deadline for requests for voluntary annexation.

September 6, 2016 Council authorization to draft annexation agreement and service plan for submitted annexation requests.

October 3, 2016 First public hearing before City Council on proposed annexations (Noticed bypublication on September 16th; not
less than ten or more than twenty days before the hearing).

October 17, 2016 Second Public hearing before City Council on proposed annexations (Noticed by publication on September
30th; not less than ten or more than twenty days before the hearing).

November 3, 2016 Planning and Zoning Commission review of proposed annexation and proposed zoning designations.

November 21, 2016 Introduction of an ordinance instituting annexation proceedings and adopting a service plan for the areas to be
annexed (Not more than forty nor less than twenty days from the date of public hearings. Proposed effective
date of annexation January 1, 2016).

December 5, 2016 Final reading of annexation ordinances.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval

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: 09/19/2016
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Dora Maldonado, Acting Tax Assessor-Collector

SUBJECT

Refund of property tax in the amount of $3,035.43 payable to Cynthia Rizo due to an overpayment. Tax account # 111-00544-030.

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 the refund exceeds $500, 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 $3,035.43. It will be paid from line item Revenue/Unapplied Payments #101-0000-222-0300.

Attachments

TAX REFUND

Refund No. 16 -

Tax Assessor - Collector
P.O. BOX 6548 1102 Bob Bullock Loop
Laredo, Texas 78042 - 6548

For Credit Refunds Only
101-0000-222-03-00(DEF.REV.)

Application for Tax Refund

Owner's name:	**Rizo Cynthia**
Present mailing address:	**2308 Santa Cleotilde Ave.**
City, town or post office/state/zip code:	**Laredo, TX 78040**
Refund payable to:(if different from above)	
Name:	
Mailing address:	
City, town or post office/state/zip code:	

Property legal description:	N 2/3 of 3 Blk 544 WD
Address or location of property:	2308 Santa Cleotilde Ave
Parcel number:	111-00544-030 / Tax ID 41050

Tax Payment Information:

Year for which refund is requested	Date of the tax payment	Amount of Taxes paid	Amount of tax refund requested
2015	1/06/15 thru 11/05/15	3,035.43	3,035.43

Total Refund	3,035.43

Taxpayer's reason for refund (attach supporting documentation):
Account has a credit of $3,035.43 due to several overpayments received from the office of Chapter 13 Bankruptcy Trustee, William Hietkamp. As per the trustee, all the creditors have been paid, the case is complete and the credit should be refunded to the debtors.

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct"

Cynthia Rizo — Signature

8/23/2014 — Date

If you make a false statement of this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Prepared by: [illegible] — 8/16/16 Date

This tax refund is ✓ Approved ____ Disapproved

Dora Maldonado — 9/1/2016 Date
Interim Tax Assessor-Collector

Motions **32.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Dora Maldonado, Acting RTA Tax Assessor-Collector

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SUBJECT

Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of August 2016, represent a decrease of $41,568.84. These adjustments are determined by the Webb County Appraisal District and by court orders.

PREVIOUS COUNCIL ACTION

Approves tax roll each year.

BACKGROUND

Under Section 26.09, Calculation of Tax, paragraph (e) of the Texas Property Tax Code, "the Assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amount of tax entered as approved by the governing body constitutes the unit's tax roll. It was the recommendation of the City Attorney and the Tax Collections Attorney, that adjustments be approved each month, in addition to the tax roll being accepted with adjustments.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Approval

Fiscal Impact

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

FINANCIAL IMPACT:

"Potential revenues will decrease due to a decrease in levy in the amount of $41,568.84".

Attachments

August 2016 Adjustments

ENTITY/YR	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
IN14 14	1014.21	.00	.00	40.95-	.00	.00	.00	.00
IN14 TOTALS	1014.21	.00	.00	40.95-	.00	.00	.00	.00
IN15 15	965.27	.00	.00	13.60-	.00	.00	.00	.00
IN15 TOTALS	965.27	.00	.00	13.60-	.00	.00	.00	.00
LARE 94	.00	.00	.00	29.68-	.00	.00	.00	.00
LARE 95	.00	.00	.00	13997.78-	.00	.00	.00	.00
LARE 09	.00	.00	.00	2289.92-	.00	.00	.00	.00
LARE 10	.00	.00	.00	3789.45-	.00	.00	.00	.00
LARE 11	.00	.00	.00	3121.30-	.00	.00	3121.30	3121.30-
LARE 12	.00	.00	.00	3213.66-	.00	.00	3590.23	3213.66-
LARE 13	.00	.00	.00	3213.66-	.00	.00	3213.66	3213.66-
LARE 14	.00	.00	.00	14881.95-	.00	.00	14870.55	15816.34-
LARE 15	.00	829.85	3876.86	36927.54-	4240.24	.00	51762.64	43277.17-
LARE TOTALS	.00	829.85	3876.86	81464.94-	4240.24	.00	76558.38	68642.13-
NSF 95	.00	.00	.00	15.00-	.00	.00	.00	.00
NSF TOTALS	.00	.00	.00	15.00-	.00	.00	.00	.00
OMIT 14	5338.12	.00	.00	240.91-	.00	.00	.00	.00
OMIT 15	13790.59	.00	.00	272.00-	.00	.00	.00	.00
OMIT TOTALS	19128.71	.00	.00	512.91-	.00	.00	.00	.00
RP09 09	.00	.00	.00	343.90-	.00	.00	.00	.00
RP09 TOTALS	.00	.00	.00	343.90-	.00	.00	.00	.00
RP14 14	533.81	.00	.00	24.09-	.00	.00	.00	.00
RP14 TOTALS	533.81	.00	.00	24.09-	.00	.00	.00	.00
RP15 15	1379.06	.00	.00	88.39-	52.19	.00	52.19	52.19-
RP15 TOTALS	1379.06	.00	.00	88.39-	52.19	.00	52.19	52.19-
RTN 15	50.00	.00	.00	.00	72.72	.00	.00	.00
RTN TOTALS	50.00	.00	.00	.00	72.72	.00	.00	.00
SUPP 11	279.96	.00	.00	.00	.00	.00	.00	.00
SUPP 12	2748.53	.00	.00	.00	.00	.00	.00	.00
SUPP 13	2716.24	.00	.00	.00	.00	.00	.00	.00
SUPP 14	2978.09	.00	.00	.00	.00	.00	.00	.00
SUPP 15	11318.55	.00	.00	217.56-	73.01	.00	7916.25-	7916.25-
SUPP TOTALS	20041.37	.00	.00	217.56-	73.01	.00	.00	7916.25-
TOTALS	43112.43	829.85	3876.86	82721.34-	4438.16	.00	76610.57	76610.57-

August 2016

2015	(36,927.54)
Prior	(44,537.40)
Omit	5,097.21
Omit P.	13,518.59
RP09	(343.90)
RP14	509.72
RP15	1,290.67
Supp	11,100.99
Supp P.	8,722.82
IN14	973.26
IN15	951.67
NSF	(15.00)
RTN	50.00
	(39,608.91)

2015	(36,927.54)
Prior	(44,537.40)
Omit	5,097.21
Omit P.	13,518.59
RP09	(343.90)
RP14	509.72
RP15	1,290.67
Supp	11,100.99
Supp P.	8,722.82
	(41,568.84) C.C. Agenda
IN14	973.26
IN15	951.67
NSF	(15.00)
RTN	50.00
	(39,608.91)

ENTITY/YR		BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
IN14 TOTALS		.00	.00	.00	.00	.00	.00	.00	
IN15 TOTALS		.00	.00	.00	.00	.00	.00	.00	
LARE	11	3121.30	.00	.00	.00	.00	.00	3121.30	TRANSFERS FROM
LARE	11	.00	.00	.00	.00	.00	3121.30-	3121.30-	TRANSFERS TO
LARE	12	3424.92	25.35	90.84	49.12	.00	.00	3590.23	TRANSFERS FROM
LARE	12	.00	.00	.00	.00	.00	3213.66-	3213.66-	TRANSFERS TO
LARE	13	3213.66	.00	.00	.00	.00	.00	3213.66	TRANSFERS FROM
LARE	13	.00	.00	.00	.00	.00	3213.66-	3213.66-	TRANSFERS TO
LARE	14	14870.55	.00	.00	.00	.00	.00	14870.55	TRANSFERS FROM
LARE	14	628.63-	75.41-	118.41-	123.34-	.00	14870.55-	15816.34-	TRANSFERS TO
LARE	15	.00	57.59	19.39	30.18	.00	722.69	829.85	PAYMENT REFUND
LARE	15	2856.94	342.83	171.41	505.68	.00	.00	3876.86	PAYMENT VOID
LARE	15	.00	.00	.00	.00	.00	4240.24	4240.24	CREDIT REFUND
LARE	15	41873.72	342.64	164.96	425.83	.00	8955.49	51762.64	TRANSFERS FROM
LARE	15	5967.68-	208.11-	152.04-	100.42-	.00	36848.92-	43277.17-	TRANSFERS TO
LARE	TOTALS	62764.78 ✓	484.89	176.15	787.05	.00	47349.67-	16863.20	
NSF	TOTALS	.00	.00	.00	.00	.00	.00	.00	
OMIT	TOTALS	.00	.00	.00	.00	.00	.00	.00	
RP09	TOTALS	.00	.00	.00	.00	.00	.00	.00	
RP14	TOTALS	.00	.00	.00	.00	.00	.00	.00	
RP15	15	.00	.00	.00	.00	.00	52.19	52.19	CREDIT REFUND
RP15	15	52.19	.00	.00	.00	.00	.00	52.19	TRANSFERS FROM
RP15	15	.00	.00	.00	.00	.00	52.19-	52.19-	TRANSFERS TO
RP15	TOTALS	52.19 ✓	.00	.00	.00	.00	.00	52.19	
RTN	15	.00	.00	.00	.00	.00	72.72	72.72	CREDIT REFUND
RTN	TOTALS	.00	.00	.00	.00	.00	72.72	72.72	
SUPP	15	.00	.00	.00	.00	.00	73.01	73.01	CREDIT REFUND
SUPP	15	7894.80-	17.06-	4.39-	.00	.00	.00	7916.25-	TRANSFERS TO
SUPP	TOTALS	7894.80- ✓	17.06-	4.39-	.00	.00	73.01	7843.24-	
	TOTALS	54922.17	467.83	171.76	787.05	.00	47203.94-	9144.87	

2015 38,762.98
PRIOR 24,001.80
Supp (7,894.80)
RP15 52.19

54,922.17

TAX ADJUSTMENT LISTING
8/01/16 - 8/31/16
BY TRANSACTION DATE
RECAP TOTALS BY ADJUSTMENT CODE

All account types
All roll codes

ADJ CODE	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
APCR	.00	.00	.00	.00	.00	.00	849.13	849.13-
CBR	.00	829.85	.00	.00	4438.16	.00	.00	.00
COOR	.00	.00	.00	6423.27-	.00	.00	.00	.00
DAU1	.00	.00	.00	.02-	.00	.00	.00	.00
IFRZ	1979.48	.00	.00	54.55-	.00	.00	.00	.00
NSF	.00	.00	3876.86	.00	.00	.00	.00	.00
OTAX	19128.71	.00	.00	.00	.00	.00	14969.72	14969.72-
OTHR	.00	.00	.00	.00	.00	.00	3070.24	3070.24-
QTLY	.00	.00	.00	.00	.00	.00	1474.14	1474.14-
REND	1912.87	.00	.00	112.48-	.00	.00	52.19	52.19-
RTN	50.00	.00	.00	.00	.00	.00	.00	.00
SCE	10486.26	.00	.00	15978.12-	.00	.00	28627.85	28627.85-
SCP	700.06	.00	.00	737.44-	.00	.00	382.20	382.20-
SDA	.00	.00	.00	627.31-	.00	.00	951.87	951.87-
SDNE	.00	.00	.00	2657.94-	.00	.00	55.29	55.29-
SDVH	.00	.00	.00	3596.98-	.00	.00	334.17	334.17-
SENV	955.50	.00	.00	.00	.00	.00	.00	.00
SEP	.00	.00	.00	200.34-	.00	.00	295.89	295.89-
SFRZ	1.99	.00	.00	217.56-	.00	.00	131.95	131.95-
SLAW	.00	.00	.00	24563.52-	.00	.00	5732.57	5732.57-
SO65	.00	.00	.00	5340.57-	.00	.00	175.19	175.19-
SPRO	143.08	.00	.00	718.60-	.00	.00	1273.36	1273.36-
SSPT	7012.83	.00	.00	7173.08-	.00	.00	7542.13	7542.13-
SVET	.00	.00	.00	165.12-	.00	.00	423.10	423.10-
TF	741.65	.00	.00	111.98-	.00	.00	111.98	111.98-
TRNF	.00	.00	.00	.00	.00	.00	10157.60	10157.60-
YEAR	.00	.00	.00	14042.46-	.00	.00	.00	.00
TOTALS	43112.43	829.85	3876.86	82721.34-	4438.16	.00	76610.57	76610.57-

YR/ADJ CODE	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
15 TOTALS	.00	.00	.00	.00	.00	.00	.00	
95 TOTALS	.00	.00	.00	.00	.00	.00	.00	
09 TOTALS	.00	.00	.00	.00	.00	.00	.00	
10 TOTALS	.00	.00	.00	.00	.00	.00	.00	
11	3121.30	.00	.00	.00	.00	.00	3121.30	TRANSFERS FROM
11	.00	.00	.00	.00	.00	3121.30-	3121.30-	TRANSFERS TO
11 TOTALS	3121.30	.00	.00	.00	.00	3121.30-	.00	
12	3213.66	.00	.00	.00	.00	.00	3213.66	TRANSFERS FROM
12	.00	.00	.00	.00	.00	3213.66-	3213.66-	TRANSFERS TO
12 TRNF	211.26	25.35	90.84	49.12	.00	.00	376.57	TRANSFERS FROM
12 TOTALS	3424.92	25.35	90.84	49.12	.00	3213.66-	376.57	
13	3213.66	.00	.00	.00	.00	.00	3213.66	TRANSFERS FROM
13	.00	.00	.00	.00	.00	3213.66-	3213.66-	TRANSFERS TO
13 TOTALS	3213.66	.00	.00	.00	.00	3213.66-	.00	
14	14870.55	.00	.00	.00	.00	.00	14870.55	TRANSFERS FROM
14	.00	.00	.00	.00	.00	14870.55-	14870.55-	TRANSFERS TO
14 OTHR	99.46-	11.91-	17.87-	19.36-	.00	.00	148.60-	TRANSFERS TO
14 TRNF	529.17-	63.50-	100.54-	103.98-	.00	.00	797.19-	TRANSFERS TO
14 TOTALS	14241.92	75.41-	118.41-	123.34-	.00	14870.55-	945.79-	
15	29476.58	.00	.00	.00	.00	.00	29476.58	TRANSFERS FROM
15	.00	.00	.00	.00	.00	29476.58-	29476.58-	TRANSFERS TO
15 APCR	.00	.00	.00	.00	.00	849.13	849.13	TRANSFERS FROM
15 APCR	849.13-	.00	.00	.00	.00	.00	849.13-	TRANSFERS TO
15 CBR	.00	57.59	19.39	30.18	.00	722.69	829.85	PAYMENT REFUND
15 CBR	.00	.00	.00	.00	.00	4438.16	4438.16	CREDIT REFUND
15 NSF	2856.94	342.83	171.41	505.68	.00	.00	3876.86	PAYMENT VOID
15 OTHR	2430.07	231.03	109.21	299.93	.00	.00	3070.24	TRANSFERS FROM
15 OTHR	2598.66-	140.60-	112.66-	.00	.00	69.72-	2921.64-	TRANSFERS TO
15 QTLY	1270.61	10.52	1.91	.00	.00	.00	1283.04	TRANSFERS FROM
15 QTLY	1283.04-	.00	.00	.00	.00	.00	1283.04-	TRANSFERS TO
15 REND	52.19	.00	.00	.00	.00	.00	52.19	TRANSFERS FROM
15 REND	.00	.00	.00	.00	.00	52.19-	52.19-	TRANSFERS TO
15 SSPT	7173.08	13.83	3.73	.00	.00	.00	7190.64	TRANSFERS FROM
15 SSPT	.00	.00	.00	.00	.00	7190.64-	7190.64-	TRANSFERS TO
15 TF	111.98	.00	.00	.00	.00	.00	111.98	TRANSFERS FROM
15 TF	.00	.00	.00	.00	.00	111.98-	111.98-	TRANSFERS TO
15 TRNF	1411.40	87.26	50.11	125.90	.00	8106.36	9781.03	TRANSFERS FROM
15 TRNF	9131.65-	84.57-	43.77-	100.42-	.00	.00	9360.41-	TRANSFERS TO
15 TOTALS	30920.37	517.89	199.33	861.27	.00	22784.77-	9714.09	
TOTALS	54922.17	467.83	171.76	787.05	.00	47203.94-	9144.87	

		PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	TRANSACTIONS THIS PERIOD ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
	BASE TAX BILLED	75,032,933.41		26,118.53	36,134.15-	10,015.62-	75,022,917.79
-	BASE TAX PAID	72,732,444.52	425,372.13	2,981.36-	27,939.01-	30,920.37-	73,126,896.28
-	BASE PAID FROM DEFERRED						
+/-	ADJUSTMENTS TO UNPAID TAX						
=	OUTSTANDING BASE TAX	2,300,488.89					1,896,021.51
	CHARGES LEVIED						
-	CHARGES PAID						
+/-	ADJUSTMENTS TO UNPAID CHARGES						
=	OUTSTANDING CHARGES						
OTHER PAID:							
	PENALTY	412,768.54	47,501.72	379.07-	138.82-	517.89-	459,752.37
	INTEREST	130,192.93	25,411.44	180.46-	18.87-	199.33-	155,405.04
	COLLECTION FEE	88,747.26	67,729.50	601.04-	260.23-	861.27-	155,615.49
	DISCOUNT						
	UNAPPLIED	96,828.51	30,142.68	155.55-	22,940.32	22,784.77	149,755.96
	DEFERRED						
	TOTAL PAID	73,460,981.76	596,157.47	4,297.48-	5,416.61-	9,714.09-	74,047,425.14

		PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	TRANSACTIONS THIS PERIOD ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
	BASE TAX BILLED	1096,900,190.86		40,520.15	80,129.06-	39,608.91-	1096,860,581.95
-	BASE TAX PAID	1090,975,479.10	479,438.60	2,663.45-	52,258.72-	54,922.17-	1091,399,995.53
-	BASE PAID FROM DEFERRED						
+/-	ADJUSTMENTS TO UNPAID TAX	2,734.03-					2,734.03-
=	OUTSTANDING BASE TAX	5,921,977.73					5,457,852.39
	CHARGES LEVIED						
-	CHARGES PAID						
+/-	ADJUSTMENTS TO UNPAID CHARGES						
=	OUTSTANDING CHARGES						
OTHER PAID:							
	PENALTY	21,377,042.46	53,105.80	340.92-	126.91-	467.83-	21,429,680.43
	INTEREST	7,071,090.40	52,225.09	170.76-	1.00-	171.76-	7,123,143.73
	COLLECTION FEE	10,888,113.51	79,339.22	546.18-	240.87-	787.05-	10,966,665.68
	DISCOUNT						
	UNAPPLIED	88,608.49	30,150.28	155.55-	47,359.49	47,203.94	165,962.71
	DEFERRED						
	TOTAL PAID	1130,400,333.96	694,258.99	3,876.86-	5,268.01-	9,144.87-	1131,085,448.08

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Horacio A. De Leon, Jr., Assistant City Manager

Staff Source: Heberto L. Ramirez, Information Services and Telecommunications Director

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SUBJECT

2016-R-108 Authorizing the City Manager to accept a grant in the amount of $2,464,520.00 from the Commission on State Emergency Communications to fund the 9-1-1 Program and Equipment budgets for the South Texas Region, including Jim Hogg, Starr, Webb, and Zapata Counties, for the period beginning September 1, 2016 through August 31, 2017.

PREVIOUS COUNCIL ACTION

None.

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 Commission on State Emergency Communications (CSEC) has awarded $2,464,520.00 to the City of Laredo 9-1-1 Regional Administration for FY 2017 for 9-1-1 Program and Equipment expenses.

This grant allocation allows the 9-1-1 Regional Administration to administer the 9-1-1 Program for the South Texas Region, including maintaining state compliance measures for the eight (8) Public Safety Answering Points (Laredo Police Department, Webb County Sheriff's Office, Jim Hogg County Sheriff's Office, Starr County Sheriff's Office, Rio Grande Police Department, Roma Police Department, Zapata County Sheriff's Office, and the Backup Training Center), maintaining the 9-1-1 Database, Equipment Replacement, and coordinating 9-1-1 Public Education efforts.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends approval of Resolution.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	Y
Source of Funds:	State Grant
Account #:	258
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Grant will be accounted for in fund 258- 9-1-1 Regional Fund.

Attachments

CC
Service Agreement
MOF
Resolution Final

COUNCIL COMMUNICATION

DATE:	**SUBJECT: RESOLUTION**
9/19/2016	**AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT IN THE AMOUNT OF $2,464,520.00 FROM THE COMMISSION ON STATE EMERGENCY COMMUNICATIONS TO FUND 9-1-1 PROGRAM AND EQUIPMENT BUDGETS FOR THE SOUTH TEXAS REGION, INCLUDING JIM HOGG, STARR, WEBB, AND ZAPATA COUNTIES, FOR THE PERIOD BEGINNING SEPTEMBER 1, 2016 THROUGH AUGUST 31, 2017.**

INITIATED BY:	**STAFF SOURCE:**
Horacio A. De Leon, Jr., Assistant City Manager	Heberto L. Ramirez, Information Services and Telecommunications Director

PREVIOUS COUNCIL ACTION:
None.

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.

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FINANCIAL IMPACT:
None.

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION**:
N/A	Staff recommends approval of Resolution.

COMMISSION ON STATE EMERGENCY COMMUNICATIONS
THE AUTHORITY ON EMERGENCY COMMUNICATIONS IN TEXAS

333 Guadalupe Street * Suite 2-212 * Austin * Texas 78701-3942

August 11, 2015

Mr. Jesus M. Olivares
City Manager
City of Laredo
1110 Houston Street
Laredo, TX 78040

RE: FY 2016 - 2017 Contract for 9-1-1 Service

Dear Mr. Olivares:

The 84th Texas Legislature appropriated funds to the Commission on State Emergency Communications (Commission) for statewide 9-1-1 services in FY 2016 – 2017.

In accordance with Health and Safety Code, Chapter 771, the Commission has reviewed and approved the FY 2016 – 2017 City of Laredo (Laredo) and South Texas Development Council (South Texas) 9-1-1 regional strategic plans and has allocated funding to fulfill the regional plans.

Enclosed is the FY 2016 – 2017 Contract for 9-1-1 Service. A summary of the approved RPC 9-1-1 strategic plan costs and funding allocations are made part of this contract by way of Attachment A, *Recipient 9-1-1 Costs Summary*. The contract is provided in triplicate originals. Each party to the contract should sign and execute all originals. Laredo and South Texas should each retain one fully executed original for its files and return one fully executed original to the Commission as soon as possible.

According to Commission policy, start-up funding will be provided to the RPC during the first quarter of each fiscal year of the contract, contingent upon receipt of the executed contract, annual certification of inter-local agreements, and annual certification of assets and report on disposition of equipment. The Commission will not disburse any FY 2016 – 2017 funds to any RPC until these requirements have been met.

As always, if you have questions or need further information, please feel free to contact me at 512/305-6938.

Sincerely,

Kelli Merriweather
Executive Director

cc: Ms. Amanda Tienda, MPA, 9-1-1 Program Manager/City of Laredo
Ms. Rosario Cabello, Financial Services Director/City of Laredo
Mr. Roberto Mendiola, Executive Director/South Texas Development Council

Enclosures

Contract for 9-1-1 Service

Article 1. Parties and Purposes

1.1 The Texas Commission on State Emergency Communications ("Commission") is charged by law with the responsibility to oversee the provision of 9-1-1 service throughout the state, and South Texas Development Council ("RPC") is charged with the responsibility to provide 9-1-1 service in its region. Providing 9-1-1 service requires a partnership among and cooperative efforts by the Commission, the RPC, and the local governments represented on the RPC's governing body.

1.2 Health and Safety Code Section 771.078 requires the Commission and the RPC to contract for the provision of 9-1-1 service. Per the statute and Commission Rule 251.12, *Contracts for 9-1-1 Service*, a contract must provide for:

(a) the reporting of financial information regarding administrative expenses by regional planning commissions in accordance with generally accepted accounting principles;

(b) the reporting of information regarding the current performance, efficiency, and degree of implementation of emergency communications services in each regional planning commission's service area;

(c) the collection of efficiency data on the operation of 9-1-1 answering points;

(d) standards for the use of answering points and the creation of new answering points;

(e) quarterly disbursements of money due under the Contract, except as provided by Subdivision (f);

(f) the Commission to withhold disbursement to a regional planning commission that does not follow a standard imposed by the Contract, a Commission rule, or a statute; and

(g) a means for the Commission to give an advance on a quarterly distribution under the Contract to a regional planning commission that has a financial emergency.

1.3 The City of Laredo ("City") is a municipality located in the RPC's region. Pursuant to the terms of this Contract for 9-1-1 Service ("Contract"), the City shall administer the RPC's approved regional 9-1-1 strategic plan ("approved strategic plan") on behalf of the RPC and its constituent governments.

1.4 The Commission, RPC, and City enter into this Contract to clarify and better define the rights and duties of each in carrying out their individual and collective responsibilities under applicable law. Whenever this Contract imposes obligations upon the RPC, such obligations shall be the responsibility of the City, in its capacity as administrator of the approved strategic plan, unless the language of the Contract clearly indicates a contrary intent. The RPC is not relieved of its responsibilities under either this Contract or the approved strategic plan.

Article 2. Compliance with Applicable Law

2.1 The RPC and the City shall comply with all applicable federal and state laws ("applicable law") in carrying out its approved strategic plan that has been approved by the Commission.

2.2 Applicable law, as defined in the prior section, includes but is not limited to 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 Chapter 783 (Uniform Grant and Contract Management, including Uniform Grant Management Standards [UGMS] Title 34, Part 1, Chapter 20, Subchapter I), Chapter 441, Subchapter J (Preservation and Management of Local Government Records Act), Chapter 2260 (Resolution of Certain Contract Claims Against the State), and Chapter 771 (Interlocal Cooperation Act); and Texas Local Government Code Chapter 391 (Regional Planning Commissions).

2.3 The City, in its capacity as administrator of the approved strategic plan, shall repay any allocated and distributed equalization surcharge and 9-1-1 service fees (collectively, "9-1-1 funds") expended by the RPC in noncompliance with applicable law. Such reimbursement shall be made in accordance with established Commission policies and procedures. The City, in its capacity as administrator of the approved strategic plan, shall advise the Commission in writing of its efforts to recover 9-1-1 funds in accordance with Article 4.1 herein.

2.4 In accordance with Health and Safety Code Section 771.078(c)(6), the Commission may withhold disbursement of funds to the RPC, or to the City in its capacity as administrator of the approved strategic plan, for failing to follow a standard imposed by this Contract or applicable law.

2.5 The City, in its capacity as administrator of the approved strategic plan, shall maintain, at a minimum, a separate investment account for all 9-1-1 funds received. The City, in its capacity as administrator of the approved strategic plan, shall utilize an accounting system that complies with applicable law, including specifically the requirements in UGMS, Subpart C – Post Award Requirements, Section .20 – Standards for Financial Management Systems – which requires recipients of state funds to maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Article 3. Monitoring Compliance

3.1 The RPC and the City, in its capacity as administrator of the approved strategic plan, recognizes that the Commission reserves the right to perform monitoring of the RPC, the City, and/or the performing local governments or Public Safety Answering Points (PSAPs) for compliance with applicable law, and the RPC and the City agree to cooperate fully with such monitoring.

3.2 The City, in its capacity as administrator of the approved strategic plan, recognizes that the Commission reserves the right to monitor City financial procedures and

validate financial reimbursement requests for compliance with applicable law, accuracy, completeness, and appropriateness, prior to the Commission distributing allocated 9-1-1 funds.

Article 4. Standard Interlocal Agreement with Local Governments

4.1 The City, in its capacity as administrator of the approved strategic plan, shall use interlocal agreements between itself and its local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. These agreements must, at a minimum, provide for compliance with applicable law by including provisions that:

(a) the City, in its capacity as administrator of the approved strategic plan, will provide 9-1-1 funds to the local governments on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments are complete, accurate, and appropriate;

(b) the City, in its capacity as administrator of the approved strategic plan, 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;

(c) the local governments shall reimburse the City and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law;

(d) reimbursement of 9-1-1 funds under subsection (c) 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 the Commission;

(e) address the City's ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service ("9-1-1 equipment");

(f) require the City to maintain a current inventory of all 9-1-1 equipment;

(g) require a control system to be developed by the local government to ensure adequate safeguards to prevent loss, damage, or theft of 9-1-1 equipment;

(h) require reimbursement to the City and/or the Commission for damage to 9-1-1 equipment; other than ordinary wear and tear;

(i) the local governments will maintain adequate fiscal records and supporting documentation of all 9-1-1 funds reimbursed to such local governments for 9-1-1 service consistent with applicable law and generally accepted accounting principles, and as approved in the RPC's current approved Strategic Plan;

(j) the Commission or its duly authorized representative shall have access to and the right to examine 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 activities related to the agreements;

(k) the local government will provide 9-1-1 service as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan; and

(l) funding of 9-1-1 service is contingent on appropriations made to the Commission by the Texas Legislature, and if 9-1-1 funds are not made available to the City by the Commission or if legally available 9-1-1 funds are exhausted, then the City will not be obligated to provide the reimbursements contemplated by this Contract.

Article 5. Competitive Procurement and Contract Administration

5.1 The City, in its capacity as administrator of the approved strategic plan, may purchase goods or a service only if the RPC complies with the same provisions for purchasing goods or a service that are equivalent to the provisions applying to a local government, including Local Government Code Chapter 252, Purchasing and Contracting Authority of Municipalities.

5.2 The City shall include a specific, detailed statement of work, including appropriate benchmarks to evaluate compliance, in all contracts with vendors, local governments, PSAPs, and others paid from 9-1-1 funds.

5.3 The City shall implement and/or maintain a contract administration management system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

5.4 The City shall maintain sufficient records detailing the history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price, as outlined in the records retention requirements in UGMS.

Article 6. Allocation and Use of 9-1-1 Funds

6.1 In accordance with applicable law, the Commission shall allocate 9-1-1 funds appropriated to the Commission to the City, in its capacity as administrator of the approved strategic plan, solely for use in carrying out its Commission-approved strategic plan. Funds will be distributed to the City quarterly, according to current Commission payment methodology as set forth in Commission policy, unless the City is in substantial noncompliance with any applicable law or provision of this Contract. The City shall utilize the money allocated only for providing 9-1-1 service within the RPC's jurisdiction.

6.2 None of the 9-1-1 funds appropriated to the Commission and allocated to the City, in its capacity as administrator of the approved strategic plan, may be used to replace or fund a reserve for future replacement of 9-1-1 equipment.

6.3 The City shall assist the Commission in creating a comprehensive statewide 10-year equipment replacement schedule for submittal to the Legislative Budget Board no later than November 1st of each calendar year.

6.4 As provided by Health & Safety Code Section 771.078(d), not more than ten percent (10%) of the money received by the City may be used by the City for indirect costs. In this subsection, "indirect costs" means costs that are not directly attributable to a single action of the City. (Note: In administering this subsection, the Office of the Comptroller is required to use federal Office of Management and

Budget circulars A-87 and A-122 or any rules relating to the determination of indirect costs adopted under Texas Government Code Chapter 783.)

6.5 As provided by Health & Safety Code Section 771.078(f), upon request from the RPC, the Commission shall provide the RPC or the City with documentation and financial records of the amount of money collected in its region or of an amount of money allocated to the RPC in accordance with Health & Safety Code Section 771.078 and this Contract.

Article 7. 9-1-1 Funds Distribution

7.1 Per Health and Safety Code Section 771.078(c), the Commission will make quarterly distributions due under this Contract to the City, in its capacity as administrator of the approved strategic plan. The initial quarterly distribution, made in accordance with PPS 001: Regional Program Start Up Funding by September 30 of each fiscal year.

7.2 If the City's quarterly distribution is depleted before the end of a fiscal quarter, a financial emergency funding request may be submitted by the City to the Commission (see Article 8. RPC Emergency Funding).

7.3 Notwithstanding initial Start Up Funding, reimbursement of expenditures reported by the City shall be made on a fiscal quarter basis in accordance with PPS 004: Reimbursement of Program Expenditures.

7.4 Per PPS 014: Asset Inventory Reporting and PPS 017: Certification of Interlocal Agreements, the Commission will not disburse any funds under this contract prior to the receipt of (1) annual submission of the certification of assets and report on the disposition of equipment; and (2) annual certification of interlocal agreements, respectively.

7.4 Any remaining 9-1-1 funds provided by the Commission to the City from the prior fiscal year, ending on August 31st, shall be returned to the Commission no later than October 30th of the current fiscal year.

Article 8. RPC Emergency 9-1-1 Funding

8.1 Notwithstanding the requirements in Article 7, the Commission may distribute, in accordance with Commission PPS 005: Emergency Funding, allocated 9-1-1 funds to the City, in its capacity as administrator of the approved strategic plan, upon demonstration that a financial emergency exists that will compromise the provision of 9-1-1 service or impact public safety.

8.2 The Commission shall consider a financial emergency as a situation in which the City requires additional funding to sustain the operation of 9-1-1 systems and their administration, as well as to meet contractual obligations as provided for in the RPC's approved strategic plan; and that, without the disbursement of the additional funds, would result in a compromise of the 9-1-1 system or impact public safety. A financial emergency would arise, and public safety compromised, if the 9-1-1 system was terminated due to non-payment of invoices.

8.3 Emergency 9-1-1 funds may be disbursed based upon the documented expenditures creating the need. The provision of emergency 9-1-1 funds will be used for specific operational and administrative expenses identified in the supporting documentation provided by the City.

8.4 The Commission will review the request for compliance with the current approved strategic plan and applicable law. Upon approval of the request, the Commission will disburse the necessary 9-1-1 funds, not to exceed the total allocated to the RPC in its Commission-approved strategic plan.

Article 9. Strategic Planning

9.1 In accordance with applicable law, the RPC, and the City on behalf of the RPC, shall develop a strategic plan for the establishment and operation of 9-1-1 service throughout its region. The 9-1-1 service must meet the standards established by the Commission. A strategic plan must describe how 9-1-1 service is to be administered. The RPC's Commission-approved strategic plan, as amended, is incorporated in its entirety herein by reference only.

9.2 The RPC, and the City on behalf of the RPC, must update its strategic plan at least once during each state fiscal biennium, and must include the following:

(a) A description of how money allocated to the region is to be allocated throughout the region served by the RPC;

(b) Projected financial operating information for the two state fiscal years following the submission of the plan;

(c) Strategic planning information for the five state fiscal years following submission of the plan; and

(d) A Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the Government Code.

9.3 The RPC, and the City on behalf of the RPC, shall submit a strategic plan, or amendment to its plan, to the Commission for review and approval or disapproval, as required by Health & Safety Code Section 771.056, Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, PPS 033: Regional Planning Commission Strategic Planning, and PPS 008: Plan Amendments. The Commission, consistent with applicable law, shall consider the appropriateness of the strategic plan or amendment thereto in satisfying the standards set by the Commission, the cost and effectiveness of the strategic plan or amendment, as well as the appropriateness of the strategic plan or amendment in context with overall statewide 9-1-1 service.

9.4 The Commission shall notify the RPC and the City, in its capacity as administrator of the approved strategic plan, of the approval or disapproval of the strategic plan submission, or amendment to the plan, in accordance with applicable law.

9.5 If the strategic plan or amendment thereto is approved, the Commission shall allocate 9-1-1 funds to the City, in its capacity as administrator of the approved strategic plan, in accordance with the terms of this Contract and applicable law.

9.6 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations executed by the parties is incorporated herein as Attachment A Method

of Finance, *Recipient 9-1-1 Costs Summary* (the "MOF"), as revised and re-executed as a result of approved amendments to RPC's strategic plan.

Article 10. Reporting Requirements

10.1 Per Health and Safety Code Section 771.078(c), the City, in its capacity as administrator of the approved strategic plan, shall submit financial and performance reports regarding 9-1-1 service and administration to the Commission. The RPC shall report information in accordance with applicable law, Commission rules, and PPS'. The City shall submit the following information to the Commission, at least once per quarter of each fiscal year:

(a) Financial information regarding administrative and program expenses per PPS 004: Reimbursement of Program Expenditures and PPS 006: Financial Expenditure Reporting; and,

(b) Information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC per PPS 013: Quarterly Performance Reporting.

10.2 The City, in its capacity as administrator of the approved strategic plan, shall be responsible for collecting and reporting efficiency data on the operation of each of the PSAPs within its region. The City shall submit such information to the Commission at least once per quarter of each fiscal year, according to applicable law per PPS 013: Quarterly Performance Reporting.

Article 11. Use and Creation of Public Safety Answering Points

11.1 The City, in its capacity as administrator of the approved strategic plan, shall comply with the minimum standards and guidelines established by Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, for the use of PSAPs and the creation of PSAPs per PPS 026: Adding a Public Safety Answering Point.

Article 12. Dispute Resolution

12.1 The dispute resolution process provided for in Government Code Chapter 2260, Subsection F, shall be used by the Commission, the City, and the RPC to attempt to resolve disputes arising under this Contract. Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the RPC's proposed or approved strategic plan, or this Contract.

12.2 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 themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 12, until they have exhausted the procedures set out in this Article 12.

12.3 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 parties agree to appoint their representatives and hold the first negotiating meeting within 15 calendar days of receipt of the request.

The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

12.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to mediation by an administrative law judge employed by the State Office of Administrative Hearings (SOAH) per Government Code Chapter 2009.

12.5 Within 45 calendar days after the effective date of this Contract, the Commission agrees to contract with SOAH to mediate any future disputes between the parties described in Article 12.1. Each party agrees to pay one-half the total fee and expenses SOAH charges for conducting a mediation, and the Commission agrees that the City's share of the total is an allowable cost reimbursable to the City under this Contract.

12.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.

12.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Texas Government Code Section 2260.102.

12.8 Nothing in this Article 12 shall be considered as a waiver of sovereign immunity.

Article 13. Miscellaneous Provisions

13.1 The City shall work with the Commission and local governments to develop, maintain and regularly monitor the operation and the provision of 9-1-1 service and to develop and implement risk assessment processes in accordance with PPS 013: Quarterly Performance Reporting; and PPS 031: Local Monitoring

13.2 When the City becomes aware of the need for additional training or expertise relating to the planning, development, implementation or operation of 9-1-1 service, by the City or the local governments in the RPC's areas, the City shall notify the Commission promptly so that all parties may address the need in a timely manner.

13.3 Unless otherwise directed by the Commission, the City shall arrange for the performance of an annual financial and compliance audit of its financial statements and internal control environment according to the requirements of UGMS and the Texas Single Audit Circular, as established by the Office of the Comptroller (Title 34, Part 1, Chapter 20, Subchapter I, Rule 20.432) pursuant to Government Code Chapter 783. The City and the RPC shall be liable to the Commission for any costs disallowed as a result of the audit of its financial statements and internal control environment.

13.4 The RPC and the City recognize the right of the State Auditor's Office to review and/or audit the RPC's and the City's documentation and accounts relevant to the state-funded 9-1-1 program as authorized by applicable law. Such an audit or review is considered separate and apart from audits required by UGMS.

13.5 The City shall provide, at a minimum, the Commission with all reports and/or information as required by applicable law.

13.6 In the event of any conflict between any provision in this Contract and an adopted Commission rule or policy, present or future, the Commission rule or policy shall take precedence.

13.7 This Contract sets forth all of the representations, promises, agreements, conditions, and understandings between the RPC, the City and the Commission relating to the subject matter of the Contract, and supersedes any prior or contemporaneous representations, promises, agreements, conditions, or understandings, whether oral or written, in any way relating to the subject matter hereof.

13.8 Any alterations, additions, or deletions to the terms of this Contract, except as provided via an approved amendment to the RPC's approved strategic plan, shall be made by amendment hereto in writing and executed by both parties to this Contract.

13.9 This Contract takes effect on September 1, 2015, and shall terminate on August 31, 2017.

AGREED TO:

Kelli Merriweather — 8/11/15
Kelli Merriweather — Date
Executive Director
Texas Commission on State Emergency Communications
333 Guadalupe, Suite 2-212
Austin, Texas 78701-3942

Jesus M. Olivares — 8-24-15
Jesus M. Olivares — Date
City Manager
City of Laredo
1110 Houston Street
Laredo, Texas 78040

Roberto Mendiola — 9/14/15
Roberto Mendiola — Date
Executive Director
South Texas Development Council
1002 Dicky Lane
Laredo, TX 78043

ATTACHMENT "A" - Method of Finance
FY 2016-2017 RECIPIENT 9-1-1 COSTS SUMMARY
Summary Costs Approved for Allocation for the: South Texas Development Council - City of Laredo, Administrator

Regional Planning Commisson 9-1-1 Program Budget	Appropriation Year 2016				Appropriation Year 2017			
	Strategy 1 - Network Operations & Equip. Replacement			Totals	Strategy 1 - Network Operations & Equip. Replacement			Totals
	Program	Administration	Equipment Replacement		Program	Administration	Equipment Replacement	
Original Budget	$2,395,630	$0	$85,000	$2,480,630	$1,811,809	$0	$652,711	$2,464,520
Current Approved Budget	$2,395,630	$0	$85,000	$2,480,630	$1,811,809	$0	$652,711	$2,464,520

Method of Finance	Strategy 1 - Network	Strategy 1 - Equipment	Totals		Strategy 1 - Network	Strategy 1 - Equipment	Totals
Appropriated Service Fees	$2,395,630	$85,000	$2,480,630		$1,811,809	$652,711	$2,464,520
Total Service Fee Method of Finance	$2,395,630	$85,000	$2,480,630		$1,811,809	$652,711	$2,464,520
Appropriated Equalization Surcharge	$0	$0	$0			$0	$0
Total Surcharge Method of Finance	$0	$0	$0		$0	$0	$0
Total Method of Finance	$2,395,630	$85,000	$2,480,630		$1,811,809	$652,711	$2,464,520

With my signature below, I agree to and acknowledge the Approved Budget limits described as the "Current Approved Budget" shown for each Appropriation Year above.

Kelli Merriweather, Executive Director - CSEC — Date: 8/11/15

Jesus M. Olivares, City Manager, City of Laredo — Date: 8-18-15

Prepared by Julie Warton

RESOLUTION NO. 2016-R-108

AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT IN THE AMOUNT OF $2,464,520.00 FROM THE COMMISSION ON STATE EMERGENCY COMMUNICATIONS TO FUND 9-1-1 PROGRAM AND EQUIPMENT BUDGETS FOR THE SOUTH TEXAS REGION, INCLUDING JIM HOGG, STARR, WEBB, AND ZAPATA COUNTIES, FOR THE PERIOD BEGINNING SEPTEMBER 1, 2016 THROUGH AUGUST 31, 2017.

WHEREAS, on September 21, 2015, City Council adopted the 9-1-1 Regional Administration fiscal year 2015-2016 annual budget; and

WHEREAS, the City of Laredo will accept a grant from the Commission on State Emergency Communications (CSEC) to fund the 9-1-1 Program and Equipment budgets for the South Texas Region; and

WHEREAS, the Commission on State Emergency Communications approved the FY 2016 and FY 2017 Strategic Plan for South Texas 9-1-1 Region, as administered by the City of Laredo; and

WHEREAS, the Strategic Plan authorizes expenses for all administrative, program, and capital budgets for South Texas Region, including Jim Hogg, Starr, Webb and Zapata Counties; and

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

Section 1:
The City of Laredo 9-1-1 Regional Administration will accept a grant from the Commission on State Emergency Communications to fund 9-1-1 program and equipment budgets in order to administer the 9-1-1 Service Program in the South Texas Region.

Section 2:
There is no financial impact for this Resolution to take effect.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:
CITY ATTORNEY

_____
RAUL CASSO
CITY ATTORNEY

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Ramon Chavez, Building Development Services Director

SUBJECT

2016-R-109 Consideration to grant fee waivers and a tax abatement agreement between the City of Laredo and 801 Gustavus Inc. for the commercial property located at 801 E. Gustavus St., being Lot 1A Block 287 Eastern Division. The proposed commercial property eligible for property tax abatement includes a new commercial building of approximately 1,352 sq. ft. and a new covered roof of approximately 1,300 sq. ft. in the total amount of $153,700.00 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of $979.07 and estimated total fee waiver of $1,053.00 based on capital investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

PREVIOUS COUNCIL ACTION

Approval of Resolution 2015-R-95 on October 19, 2015 creating the Neighborhood Empowerment Zone (NEZ) and outlined the potential incentives for projects located within the NEZ and the guidelines for approval process.

BACKGROUND

The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners, and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area. 801 Gustavus Inc. is proposing a commercial project located at 801 E. Gustavus St., being Lot 1A Block 287 Eastern Division. The commercial project will consists of a new commercial building of 1,352 sq. ft. and a new covered roof of approximately 1,300 sq. ft. The estimated capital investment of the commercial project is $153,700.00. The project is located within the NEZ District III and meets the zoning requirements as established by the NEZ criteria. The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, and Sprinkler System Fees.

COMMITTEE RECOMMENDATION

n/a

STAFF RECOMMENDATION

Staff recommends that City Council approve this resolution.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Based on the above representations the estimated fee waivers by the City of Laredo will approximately total $1,053.00 and estimated five (5) year total tax abatement is anticipated to be $4,895.35

Attachments

Resolution

Tax Abatement

RESOLUTION NO. 2016-R-109

Consideration to grant fee waivers and a tax abatement agreement between the City of Laredo and 801 Gustavus Inc. for the commercial property located at 801 E. Gustavus St., being Lot 1A Block 287 Eastern Division. The proposed commercial property eligible for property tax abatement include a new commercial building of approximately 1,352 sq. ft. and a new covered roof of approximately 1,300 sq. ft. in the total amount of $153,700.00 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of $979.07 and estimated total fee waiver of $1,053.00 based on capital investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

WHEREAS, the City of Laredo has previously approved Resolution No. 2015-R-95, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

WHEREAS, 801 Gustavus Inc. is proposing a commercial project located at 801 E. Gustavus St., being Lot 1A Block 287 Eastern Division. within the NEZ District III, that meets the required criteria;

WHEREAS, the project is eligible for fee waivers and tax abatement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laredo that:

The commercial project located at 810 Gustavus St. is hereby approved for fee waivers, which will approximately total $1,053.00 and tax abatement, which will approximately total $979.07 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 _____, 2016.

BY: _____

PETE SAENZ

MAYOR

ATTEST:

_____

HEBERTO "BETO" RAMIREZ

ACTING CITY SECRETARY

APPROVED AS TO FORM:

_____

BY: KRISTINA LAUREL HALE

FIRST ASSITANT CITY ATTORNEY

TAX ABATEMENT AND INCENTIVE AGREEMENT
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE

This Agreement is made and entered into by and between 801 Gustavus Inc. duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the "City"), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative and City ("Effective Date").

RECITALS

WHEREAS, the City of Laredo pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the "Neighborhood Empowerment Zone," has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and

WHEREAS, 801 Gustavus Inc. are the owners of the land located within said reinvestment zone and described as 801 E. Gustavus St., being Lot 1A Block 287 Eastern Division. ("Property") which exhibit is incorporated herein by reference for all purposes; and

WHEREAS, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and 801 Gustavus Inc. has 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

801 Gustavus Inc. shall cause to be a commercial project at 801 E. Gustavus St., being Lot 1A Block 287 Eastern Division. that consists of a new commercial building of approximately 1,352 sq. ft. and a new covered roof of approximately 1,300 sq. ft.. with an estimated value of at least $153,700.00 and 801 Gustavus Inc. agrees to limit the use of the property described herein for said Commercial use as that term is defined in the Zoning Ordinance of the City of Laredo and in accordance with Resolution 2016-R-109.

B. Completion Date

801 Gustavus Inc. certifies that the commercial project construction will be completed within one year from the issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force

majeure. For purposes of this Agreement, force majeure shall mean an event beyond 801 Gustavus Inc. reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in the obtaining of adequate financing.

C. Use of Property

801 Gustavus Inc. covenants that the project shall be constructed in a manner that is consistent with the general purposes of encouraging development or redevelopment of the Zone and shall be continuously used as Commercial Property.

III. TAX ABATEMENT

Subject to and in accordance with this Agreement, the City hereby grant to 801 Gustavus Inc. a real property tax abatement of City of Laredo imposed taxes on the Property for a period of five (5) years. The estimated amount of the Abatement granted under this Agreement shall be approximately $4,895.35. The total certified Base Value for the year 2016 as determined by the Webb County Appraisal District is $0

IV. WAIVER OF PERMIT FEES

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately $1,053.00.

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 801 Gustavus Inc. the City shall have and 801 Gustavus Inc. 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. 801 Gustavus Inc. shall cooperate fully with the City during any such inspection and/or evaluation.

B. Certification

801 Gustavus Inc. shall certify annually to the City that it is in compliance with each applicable term of this Agreement. The City shall have the right to audit the property. 801 Gustavus Inc. 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

801 Gustavus Inc. shall be in default of this Agreement if 801 Gustavus Inc. refuses, fails or neglects to substantially comply with the development of the property or discontinues the Commercial use as required by the terms of this Agreement, or if any representation made by 801 Gustavus Inc. is false or misleading in any material aspect. Termination of this Agreement may be effected if any such default is not cured within sixty (60) days after written notice by the City to 801 Gustavus Inc**.** If the City terminates this Agreement as a result of default by 801 Gustavus Inc. the tax abatement shall be immediately abolished and the City shall have the right to recapture all waived permits and inspections fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to 801 Gustavus Inc. and 801 Gustavus Inc. hereby agree to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if City fails to timely pay the bill. Nothing in this Agreement shall preclude 801 Gustavus Inc. from disputing the bill.

VII. TERMINATION AT WILL

If the City and 801 Gustavus Inc. mutually determine that the development or use of the Property are no longer appropriate or feasible, or that a better use is preferable, the City and 801 Gustavus Inc. may terminate this Agreement in a written format that is signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

VIII. VENUE AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

IX. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

X. BINDING EFFECT

This agreement shall insure to the benefit of and be binding upon the City and 801 Gustavus Inc. and their affiliated, subsidiaries, successors and assigns.

Executed this the day of _____, 2016, by City of Laredo.

BY: _____

Jesus M. Olivares, City Manager

ATTEST:

_____
Heberto "Beto" Ramirez
Acting City Secretary

APPROVED AS TO FORM:

_____
Kristina Laurel Hale
First Assistant City Attorney

Executed this the day of _____, 2016, by 801 Gustavus Inc.

BY: _____

Print Name: _____

Title: _____

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Ramon Chavez, Building Development Services Director

SUBJECT

2016-R-110 Consideration to grant fee waivers and a tax abatement agreement between the City of Laredo and American Properties Agency, Inc. for the commercial property located at 1016 Iturbide St., being Lots 6, 7, 8, 9 & 10 Block 34 Western Division. The proposed commercial property eligible for property tax abatement includes rehabilitation of the existing building first floor into ten (10) new units of approximately 11,500 sq. ft. in the total amount of $215,000.00 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of $1,369.55 and estimated total fee waiver of $1,327.50 based on capital investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

PREVIOUS COUNCIL ACTION

Approval of Resolution 2015-R-95 on October 19, 2015 creating the Neighborhood Empowerment Zone (NEZ) and outlined the potential incentives for projects located within the NEZ and the guidelines for approval process.

BACKGROUND

The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners, and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area. American Properties Agency Inc. is proposing a commercial project located at 1016 Iturbide St., being Lots 6, 7, 8, 9 & 10 Block 34 Western Division. The commercial project will consists of rehabilitation of the existing building first floor into ten (10) new units of approximately 11,500 sq. ft. The estimated capital investment of the commercial project is $153,700.00. The project is located within the NEZ District III and meets the zoning requirements as established by the NEZ criteria. The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, and Sprinkler System Fees.

COMMITTEE RECOMMENDATION

n/a

STAFF RECOMMENDATION

Staff recommends that City Council approve this resolution.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Based on the above representations the estimated fee waivers by the City of Laredo will approximately total $1,327.50 and estimated five (5) year total tax abatement is anticipated to be $1,369.55

Attachments

Resolution

Tax Abtement

RESOLUTION NO. 2016-R-110

Consideration to grant fee waivers and a tax abatement agreement between the City of Laredo and American Properties Agency Inc. for the commercial property located at 1016 Iturbide St., being Lots 6, 7, 8, 9 & 10 Block 34 Western Division. The proposed commercial property eligible for property tax abatement includes rehabilitation of the existing building first floor into ten (10) new units of approximately 11,500 sq. ft. in the total amount of $215,000.00 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of $1,369.55 and estimated total fee waiver of $1,327.50 based on capital investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

WHEREAS, the City of Laredo has previously approved Resolution No. 2015-R-95, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

WHEREAS, American Properties Agency Inc. is proposing a commercial project located at 1016 Iturbide St., being Lots 6, 7, 8, 9 & 10 Block 34 Western Division. within the NEZ District VIII, that meets the required criteria;

WHEREAS, the project is eligible for fee waivers and tax abatement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laredo that:

The commercial project located at 1016 Iturbide St. is hereby approved for fee waivers, which will approximately total $1,327.50 and tax abatement, which will approximately total $1,369.55 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 _____, 2016.

BY: _____

PETE SAENZ

MAYOR

ATTEST:

_____

HEBERTO “BETO” RAMIREZ

ACTING CITY SECRETARY

APPROVED AS TO FORM:

_____

BY: KRISTINA LAUREL HALE

FIRST ASSITANT CITY ATTORNEY

TAX ABATEMENT AND INCENTIVE AGREEMENT
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE

This Agreement is made and entered into by and between American Properties Agency Inc. duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the "City"), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative and City ("Effective Date").

RECITALS

WHEREAS, the City of Laredo pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the "Neighborhood Empowerment Zone," has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and

WHEREAS, American Properties Agency Inc. are the owners of the land located within said reinvestment zone and described as 1016 Iturbide St., being Lots 6, 7, 8, 9 & 10 Block 34 Western Division. ("Property") which exhibit is incorporated herein by reference for all purposes; and

WHEREAS, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and American Properties Agency Inc. has 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

American Properties Agency Inc. shall cause to be a commercial project at 1016 Iturbide St., being Lots 6, 7, 8, 9 & 10 Block 34 Western Division. that consists of a rehabilitation of the existing building first floor into ten (10) new units of approximately 11,500 sq. ft. with an estimated value of at least $215,000.00 and American Properties Agency Inc. agrees to limit the use of the property described herein for said Commercial use as that term is defined in the Zoning Ordinance of the City of Laredo and in accordance with Resolution 2016-R-110.

B. Completion Date

American Properties Agency Inc. certifies that the commercial project construction will be completed within one year from the issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days

comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond American Properties Agency Inc. reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in the obtaining of adequate financing.

C. Use of Property

American Properties Agency Inc. covenants that the project shall be constructed in a manner that is consistent with the general purposes of encouraging development or redevelopment of the Zone and shall be continuously used as Commercial Property.

III. TAX ABATEMENT

Subject to and in accordance with this Agreement, the City hereby grant to American Properties Agency Inc. a real property tax abatement of City of Laredo imposed taxes on the Property for a period of five (5) years. The estimated amount of the Abatement granted under this Agreement shall be approximately $6,847.75. The total certified Base Value for the year 2016 as determined by the Webb County Appraisal District is $635,700.00

IV. WAIVER OF PERMIT FEES

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately $1,327.50.

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 American Properties Agency Inc. the City shall have and American Properties Agency Inc. 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. American Properties Agency Inc. shall cooperate fully with the City during any such inspection and/or evaluation.

B. Certification

American Properties Agency Inc. shall certify annually to the City that it is in compliance with each applicable term of this Agreement. The City shall have the right to audit the property.

American Properties Agency Inc. 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

American Properties Agency Inc. shall be in default of this Agreement if American Properties Agency Inc. refuses, fails or neglects to substantially comply with the development of the property or discontinues the Commercial use as required by the terms of this Agreement, or if any representation made by American Properties Agency Inc. is false or misleading in any material aspect. Termination of this Agreement may be effected if any such default is not cured within sixty (60) days after written notice by the City to American Properties Agency Inc**.** If the City terminates this Agreement as a result of default by American Properties Agency Inc. the tax abatement shall be immediately abolished and the City shall have the right to recapture all waived permits and inspections fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to American Properties Agency Inc. and American Properties Agency Inc. hereby agree to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if City fails to timely pay the bill. Nothing in this Agreement shall preclude American Properties Agency Inc. from disputing the bill.

VII. TERMINATION AT WILL

If the City and American Properties Agency Inc. mutually determine that the development or use of the Property are no longer appropriate or feasible, or that a better use is preferable, the City and American Properties Agency Inc. may terminate this Agreement in a written format that is signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

VIII. VENUE AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

IX. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

X. BINDING EFFECT

This agreement shall insure to the benefit of and be binding upon the City and American Properties Agency Inc. and their affiliated, subsidiaries, successors and assigns.

Executed this the day of _____, 2016, by City of Laredo.

BY: _____

Jesus M. Olivares, City Manager

ATTEST:

_____
Heberto "Beto" Ramirez
Acting City Secretary

APPROVED AS TO FORM:

_____
Kristina Laurel Hale
First Assistant City Attorney

Executed this the day of _____, 2016, by American Properties Agency Inc.

BY: _____

Print Name: _____

Title: _____

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Raymond E. Garner, Chief of Police

SUBJECT

2016-R-111 Authorizing the City Manager to accept a grant in the amount of $44,293.83 from the Office of The Governor, Criminal Justice Department, for funding the 2017 Justice Assistance Grant or JAG for the period of October 01, 2016 through September 30, 2017. This funding will provide overtime for the Anti-Gang Unit which will target Criminal Street Gangs by identifying, monitoring, suppressing and documenting criminal gang activities and maintaining the TX-Gang database.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

This Justice Assistance Grant is offered through the Office of The Governor, Criminal Justice Department. The grant period for the 2017 CJD JAG is October 01, 2016 through September 30, 2017. The funds will provide funding for the specialized Anti-Gang Unit, consisting of Laredo Police Department Investigators, one Officer from LISD and one from UISD. This unit will target Criminal Street Gangs when they are more prone to be active; train and promote officer safety, and respond in a proactive manner to address and suppress criminal gang activities.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That City Council approves this Resolution.

Fiscal Impact

Fiscal Year:	2017
Bugeted Y/N?:	Y
Source of Funds:	Grant
Account #:	229
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in Fund 229- Special Police.

Attachments

Resolution to Accept Anti-Gang Grant
Award Documents

RESOLUTION 2016-R-111

Authorizing the City Manager to accept a grant in the amount of $44,293.83 to the Office of The Governor, Criminal Justice Department, for funding the 2017 JAG or Justice Assistance Grant for the period of October 01, 2016 through September 30, 2017. This funding will provide overtime for the Anti-Gang Unit which will target Criminal Street Gangs by identifying, monitoring, suppressing and documenting criminal gang activities and maintaining the TX-Gang database.

Whereas, the City Manager is authorized to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, this grant will pay the overtime for the officers assigned to the unit, and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of the Office of Justice Programs funds, the City of Laredo assures that the funds will be returned to the Office of the Governor, Criminal Justice Division; and

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

Section 1: Authorizes the City Manager to accept a grant in the amount of $44,293.83 to the Office of The Governor, Criminal Justice Department, for funding the 2017 JAG or Justice Assistance Grant for the period of October 01, 2016 through September 30, 2017. This funding will provide overtime for the Anti-Gang Unit which will target Criminal Street Gangs by identifying, monitoring, suppressing and documenting criminal gang activities and maintaining the TX-Gang database.

Section 2: It authorizes the City Manager to execute all necessary forms and documents to obtain said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:

_____
RAUL CASSO
CITY ATTORNEY

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Camille Cain
Executive Director
Criminal Justice Division

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2878302	**Award Amount:**	$44,293.83
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2016 - 12/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	03/31/2017	**Total Project Cost:**	$44,293.83
Program Fund:	DZ-Edward Byrne Memorial Justice Assistance Grant Program [DJ clone]		
Grantee Name:	Laredo, City of		
Project Title:	Anti-Gang Project		
Grant Manager:	Toni Kanetzky		
DUNS Number:	785399833		

CFDA:	16.738 - Edward Byrne Memorial Justice Assistance Grant Program [DJ clone]
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Federal Award Date:	8/28/2014
Federal/State Award ID Number:	2014-DJ-BX-0857
Total Federal Award/State Funds Appropriated:	$13,849,044.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

2016-R-112 Authorizing the City Manager to accept two (2) continuation contract amendments from the Department of State Health Services (DSHS)Prenatal Services $40,446.00 for a total of $110,196.00 for the continuation of the City of Laredo Health Department prenatal and dental preventive patient care and prevention services for the term period from September 1, 2016 through August 31, 2017.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On September 21, 2015, Council approved Resolution 2016-R-83.

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 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 for the underserved, uninsured and medically indigent.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year:	2015
Bugeted Y/N?:	
Source of Funds:	DSHS
Account #:	226-6016; 226-6018
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

For Title V-Child Health Services, the revenue account 226-0000-323-4047 and the expenditure division is 226-6016 with the project number is HEDE09 will decrease by 5,250.00.

For Title V – Prenatal Services, the revenue account 226-0000-323-4005 and the expenditure division 226-6018 with project number HEPN09 will increase by 2,460.00.

The revenue account 226-0000-372-1000 and the expenditure division 226-6801-544-9900 will increase by $2,790.00. The total budget remains the same.

Attachments

Title V Child Health Contract
Title V Prenatal Contract
2016-R-112

DEPARTMENT OF STATE HEALTH SERVICES

AMENDMENT #: 01

The Department of State Health Services (DSHS) and City of Laredo Health Department (Contractor) agree to amend Contract ID# 2016-003934-00 (Contract), which was effective on September 1, 2015. This Contract has not been amended prior to this Amendment. This Amendment will be denominated as Contract No. 2016-003934-01.

I. The Parties agree to amend Section 2. Total Amount, to increase the total amount of the Contract to ONE HUNDRED FORTY-FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($144,750) of which SIXTY-NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($69,750) is allocated toward the contract period of September 1, 2016 through August 31, 2017.

II. The Parties agree to amend Section 4. Term of the Contract, to extend the end of the Contract term to August 31, 2017.

III. The Parties agree to amend the fourth paragraph in Section 7. Statement of Work, to add the following document to the list of documents that are incorporated by reference and made a part of the Contract: DSHS FY17 Title V Fee-for-Service Child Health and Child Dental Renewal Application.

IV. The Parties agree to amend the BILLING INSTRUCTIONS section of Section 7. Statement of Work, to add the following paragraphs:

Contractor has 45 days from August 31, 2017 to enter data into IBIS system for services provided September 1, 2016 to August 31, 2017. Contractor will not be reimbursed for services entered into IBIS after the 45 day deadline.

Contractor shall bill DSHS on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a DSHS Monthly Reimbursement Request and shall not refer to or identify individual clients. Contractor shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within forty-five (45) days of the end of the Contract term.

In billing DSHS, Contractor shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. DSHS will pay Contractor for all acceptable vouchers submitted up to Contractor's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

V. The Parties agree to add the following to the Fee for Service/Unit Rate document for the contract period of September 1, 2016 to August 31, 2017:

Item Number	Service	Type		Number to Serve	Rate	Cost
1	Child Health (include costs for laboratory and case management)	Clients	36		$138.91	$5,001
2	Child Dental	Clients	278		$232.91	$64,749
Total	$69,750					

VI. The Parties agree to amend Section 9. Performance Measures, to add the Target Number of

unduplicated clients that Contractor shall provide child health and/or dental services to for the contract period of September 1, 2016 to August 31, 2017, which is three hundred fourteen (314) unduplicated clients.

VII. The Parties agree to amend Section 11. Renewals Remaining, to reflect that there is one (1) renewal remaining under the Contract.

VIII. The Parties agree to amend Section 15. Programmatic Reporting Requirements, to extend the date in the Period End column to 08/31/2017, for all reports.

IX. The Parties agree to delete Section 16. Special Provisions, in its entirety and replace it with the following:

16. Special Provisions

For purposes of this Contract only, the following provisions shall apply:

1. General Provisions, Article II Compliance and Reporting, Section 2.05 Reporting, is revised to include the following:

Contractor shall report to DSHS using established reports as directed by the Policies and Procedures Manual for Title V Maternal and Child Fee for Service for Child Health, Dental and Prenatal, and other data and/or reports deemed necessary by DSHS, upon reasonable notice to Contractor.

2. General Provisions, Article II, Compliance and Reporting, is revised to add the following new section:

Section 2.13 Eligibility. All individuals considered for Title V eligibility must be screened and determined eligible using a DSHS or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

3. General Provisions, Article III, Services, is revised to add the following new section:

Section 3.06 Co-pay. Contractor may assess a co-pay from clients who receive services under this Contract. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay. Contractor shall make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

4. General Provisions, Article IV, Funding, is revised to add the following new section:

Section 4.03 Program Income. Program Income may be collected and retained by Contractor so long as it is used to provide services specified in the scope of work detailed in this Contract. The use of Program Income shall be reported on the monthly billing vouchers for services provided to Title V eligible clients.

5. General Provisions, Article V, Payment Methods and Restrictions, Section 5.02 Invoice/Billing Submission, is revised to add the following:

d. Contractor's contract amount under this Contract is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable services to Title V eligible clients. Only allowable

services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. The notice will provide Contractor with an opportunity to terminate this Contract should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

e. Billing Activity: DSHS shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If utilization is below that projected in Contractor's contract ceiling amount, shown in Section 17.c. Fee for Service/Unit Rate, Contractor's ceiling may be subject to a decrease for the remainder of the Contract period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected.

f. DSHS may pay for additional services as specified in this Contract if provided by Contractor during the term of this Contract (but not otherwise paid during the Contract term) if it is in the best interest of the State and the DSHS Program to do so, and if funds are available. If Contractor exceeds the ceiling amount of the Contract, Contractor shall continue to bill DSHS for the services provided. DSHS may pay for these additional services if funds become available at a later date.

6. General Provisions, Article VI, Terms and Conditions of Payment, is revised to add the following:

Section 6.04 Payment in Full. Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

7. General Provisions, Article X, Access, Inspection and Audit of Records, Section 10.01 Access and Inspection, is revised to add the following:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, Article XV, Breach of Contract and Remedies for Non-Compliance.

8. General Provisions, Article XII, Assurances and Certifications, Section 12.01 Certification, is revised to add the following:

If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor is an entity or individual who:

a. Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
b. Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
c. Has been excluded from participation in a program under 42 U.S.C. § 1395 et seq.; or under a State health care program.

If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify the DSHS in writing, in the event that the foregoing statement changes during the term of this Contract. A false statement regarding Contractor's status will be treated as a material misrepresentation.

9. General Provisions, Article XIII, General Business Operations of Contractor, Section 13.01 Program Site, is revised to add the following:

Contractor shall notify the Contract Development and Support Branch in writing of any clinic site information changes, e.g. changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).

X. Except as provided in this Amendment, all other terms and conditions in the Contract will remain and be in full effect. To the extent of a conflict between the terms of the Contract and the terms of this Amendment, the terms of this Amendment shall prevail.

XI. This Amendment is effective on September 1, 2016.

By signing this Amendment, the undersigned certify that they have the authority to bind their respective party to this Amendment's terms and conditions.

Department Of State Health Services	**Contractor**
By:	By:
Title:	Title:
Date:	Date:

DEPARTMENT OF STATE HEALTH SERVICES

AMENDMENT #: 01

The Department of State Health Services (DSHS) and City of Laredo Health Department (Contractor) agree to amend Contract ID# 2016-003885-00 (Contract), which was effective on August 31, 2015. This Contract has not been amended prior to this Amendment. This Amendment will be denominated as Contract No. 2016-003885-01.

I. The Parties agree to amend Section 2. Total Amount, to increase the total amount of the Contract to EIGHTY-THREE THOUSAND NINE HUNDRED THIRTY-SIX DOLLARS ($83,936), of which FORTY THOUSAND FOUR HUNDRED FORTY-SIX DOLLARS ($40,446) is allocated toward the contract period of September 1, 2016 through August 31, 2017.

II. The Parties agree to amend Section 4. Term of the Contract, to extend the end of the Contract term to August 31, 2017.

III. The Parties agree to amend the fourth paragraph in Section 7. Statement of Work, to add the following document to the list of documents that are incorporated by reference and made a part of the Contract: DSHS FY17 Title V Fee-for-Service Prenatal Medical and Prenatal Dental Renewal Application.

IV. The Parties agree to amend the BILLING INSTRUCTIONS section of Section 7. Statement of Work, to add the following paragraphs:

Contractor has 45 days from August 31, 2017 to enter data into IBIS system for services provided from September 1, 2016 to August 31, 2017. Contractor will not be reimbursed for services entered into IBIS after the 45 day deadline.

Contractor shall bill DSHS on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a DSHS Monthly Reimbursement Request and shall not refer to or identify individual clients. Contractor shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within forty-five (45) days of the end of the Contract term.

In billing DSHS, Contractor shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. DSHS will pay Contractor for all acceptable vouchers submitted up to Contractor's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

V. The Parties agree to revise the first paragraph in the BUDGET section of Section 7. Statement of Work, to the following: Funding is further detailed in the Fee for Service/Unit Rate document.

VI. The Parties agree to add the following to the Fee for Service/Unit Rate document for the contract period of September 1, 2016 to August 31, 2017:

Item Number	Service	Type	Number to Serve	Rate	Cost
1	Prenatal Medical (includes costs for laboratory and case management)	Clients	110	$165.29	$18,182
2	Prenatal Dental	Clients	46	$484.00	$22,264

Total $40,446

VII. The Parties agree to amend Section 9. Performance Measures, Target Number of unduplicated clients that Contractor shall provide Title V Prenatal Services to, to one hundred fifty-six (156), for the contract period September 1, 2016 to August 31, 2017.

VIII. The Parties agree to amend Section 11. Renewals Remaining, to reflect that there is one (1) renewal remaining under the Contract.

IX. The Parties agree to amend Section 15. Programmatic Reporting Requirements, to extend the date in the Period End column to 08/31/2017, for all reports.

X. The Parties agree to delete Section 16. Special Provisions, in its entirety and replace it with the following:

16. Special Provisions

For purposes of this Contract only, the following provisions shall apply:

1. General Provisions, Article II Compliance and Reporting, Section 2.05 Reporting, is revised to include the following:

Contractor shall report to DSHS using established reports as directed by the Policies and Procedures Manual for Title V Maternal and Child Fee for Service for Child Health, Dental and Prenatal, and other data and/or reports deemed necessary by DSHS, upon reasonable notice to Contractor.

2. General Provisions, Article II, Compliance and Reporting, is revised to add the following new section:

Section 2.13 Eligibility. All individuals considered for Title V eligibility must be screened and determined eligible using a DSHS or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

3. General Provisions, Article III, Services, is revised to add the following new section:

Section 3.06 Co-pay. Contractor may assess a co-pay from clients who receive services under this Contract. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay. Contractor shall make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

4. General Provisions, Article IV, Funding, is revised to add the following new section:

Section 4.03 Program Income. Program Income may be collected and retained by Contractor so long as it is used to provide services specified in the scope of work detailed in this Contract. The use of Program Income shall be reported on the monthly billing vouchers for services provided to Title V eligible clients.

5. General Provisions, Article V, Payment Methods and Restrictions, Section 5.02 Invoice/Billing Submission, is revised to add the following:

d. Contractor's contract amount under this Contract is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable services to Title V eligible clients. Only allowable services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. The notice will provide Contractor with an opportunity to terminate this Contract should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

e. Billing Activity: DSHS shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If utilization is below that projected in Contractor's contract ceiling amount, shown in Section 17.c. Fee for Service/Unit Rate, Contractor's ceiling may be subject to a decrease for the remainder of the Contract period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected.

f. DSHS may pay for additional services as specified in this Contract if provided by Contractor during the term of this Contract (but not otherwise paid during the Contract term) if it is in the best interest of the State and the DSHS Program to do so, and if funds are available. If Contractor exceeds the ceiling amount of the Contract, Contractor shall continue to bill DSHS for the services provided. DSHS may pay for these additional services if funds become available at a later date.

6. General Provisions, Article VI, Terms and Conditions of Payment, is revised to add the following:

Section 6.04 Payment in Full. Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

7. General Provisions, Article X, Access, Inspection and Audit of Records, Section 10.01 Access and Inspection, is revised to add the following:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, Article XV, Breach of Contract and Remedies for Non-Compliance.

8. General Provisions, Article XII, Assurances and Certifications, Section 12.01 Certification, is revised to add the following:

If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor is an entity or individual who:

a. Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
b. Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
c. Has been excluded from participation in a program under 42 U.S.C. § 1395 et seq.; or under a State health care program.

If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify the DSHS in writing, in the event that the foregoing statement changes

during the term of this Contract. A false statement regarding Contractor's status will be treated as a material misrepresentation.

9. General Provisions, Article XIII, General Business Operations of Contractor, Section 13.01 Program Site, is revised to add the following:

Contractor shall notify the Contract Development and Support Branch in writing of any clinic site information changes, e.g. changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).

XI. Except as provided in this Amendment, all other terms and conditions in the Contract will remain and be in full effect. To the extent of a conflict between the terms of the Contract and the terms of this Amendment, the terms of this Amendment shall prevail.

XII. This Amendment is effective on September 1, 2016.

Department Of State Health Services	**Contractor**
By:	By:
Title:	Title:
Date:	Date:

RESOLUTION 2016-R-112

AUTHORIZING THE CITY MANAGER TO ACCEPT TWO (2) CONTINUATION CONTRACT AMENDMENTS FROM THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) AS FOLLOWS:

1) TITLE V-CHILD HEALTH SERVICES	**$ 69,750.00**
2) TITLE V-PRENATAL SERVICES	**$ 40,446.00**

FOR A TOTAL OF $110,196.00 FOR THE CONTINUATION OF THE CITY OF LAREDO HEALTH DEPARTMENT PATIENT CARE AND PREVENTION SERVICES FOR THE TERM PERIOD FROM SEPTEMBER 1, 2016 THROUGH AUGUST 31, 2017.

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 and conduct maternal and women's preventive health care, children's health services and provide quality wellness care 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 City Manager is hereby authorized to accept two (2) continuation contract amendments from the Department of State Health Services (DSHS) in the total amount of $110,196.00 for the continuation of the City of Laredo Health Department patient care and prevention services for the term period from September 1, 2016 through August 31, 2017.

Section 2: For Title V – Child Health Services, the revenue account 226-0000-323-4047 and the expenditure division 226-6016 with the project number is HEDE09 are hereby decreased by $5,250.00.

Section 3: For Title V – Prenatal Services, the revenue account 226-0000-323-4005 and the expenditure division 226-6018 with project number HEPN09 are hereby increased by 2,460.00.

Section 5: The revenue account 226-0000-372-1000 and the expenditure division 226-6801-544-9900 are hereby decreased by $2,790.00. The total budget remains the same.

Section 6: The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions of the existing general contract with the Texas Department of State Health Services to meet the necessary costs to accomplish the scope of work for the program.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: TxDOt
Staff Source: Horacio De Leon, Asst. City Manager; Nathan Bratton, Planning Director

SUBJECT

2016-R-113 Authorizing the City Manager to enter into an agreement (ROW CSJ# 0086-14-070) to contribute funds estimated at $3,516.00 to the Texas Department of Transportation for utility adjustments associated with the widening of State Loop 20 from SH 359 to SPUR 400 (being the KCS overpass). Funding for this contribution in available in the Capital Improvement Fund.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

TxDOT has initiated construction to widen the existing SL 20 overpass (between Clark Blvd. and Highway 359) at the KCS railroad line. With the widening of the KCS overpass the City of Laredo, pursuant to 43 TAC §15.52 the City is to contribute to the cost of relocating or adjusting utilities.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	Y
Source of Funds:	Capital Improvement Fund
Account #:	402-4323-535-4223
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Funding for this contribution, ROW CSJ# 0086-14-070, is available in the Capital Improvement Fund, account no. 402-4323-535-4223.

Attachments

TxDOT Agmt to contribute right of way funds

Resolution

Texas Department of Transportation
125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8700 | WWW.TXDOT.GOV

August 29, 2016

Laredo District
State Loop 20

RCSJ: 0086-14-070 / CCSJ: 0086-14-061
Limits: From: SH 359 To: Spur 400

Jesus M. Olivares
City Manager, City of Laredo
1110 Houston Street
Laredo, TX 78040

Dear Mr. Olivares:

The Texas Department of Transportation (TxDOT) and the Local Participating Agency (LPA) are required by Title 43 Texas Administrative Code 15.52 to enter into an agreement to coordinate the right of way utility adjustments for the above referenced project.

Enclosed is the "Agreement to Contribute Right of Way Funds" document that requires the City of Laredo to contribute 10% of the fixed price participation amount.

Utility Adjustment Cost	$35,160.00
City of Laredo Contribution	$ 3,516.00

Please provide the following:

1. Two (2) executed originals of "Agreement to Contribute Right of Way Funds"
2. City Council Ordinance or Resolution
3. The payment of $3,516.00 made payable to the "Texas Department of Transportation Trust Fund"

Return these documents by mail, please use the following address:

Texas Department of Transportation
Attn: Anna Lydia "BELL" R. Benavides
1817 Bob Bullock Loop
Laredo, Texas 78043

Please contact Anna Lydia "BELL" R. Benavides at 956-712-7466 if you have any questions, or require additional information.

Sincerely,

Gabriel Lopez
South Right of Way
Project Delivery Supervisor

County WEBB
District 22
ROW CSJ # 0086-14-070
CCSJ # 0086-14-061
Federal Project #:
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

STATE OF TEXAS §

COUNTY OF WEBB §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "**State**"), and City of Laredo, Texas, acting through its duly authorized officials (the "**Local Government**").

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. SL 20 from SH 359 to SPUR 400, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "**Project**"); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

County WEBB
District 22
ROW CSJ # 0086-14-070
CCSJ # 0086-14-061
Federal Project #:
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

AGREEMENT

1. **Agreement Period**
   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.

2. **Termination**
   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 cost incurred because of the breach shall be paid by the breaching party; or
   C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. **Local Project Sources and Uses of Funds**
   A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
   B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
      1. site conditions change;
      2. work requested by the Local Government is ineligible for federal participation; or
      3. the adjustment is mutually agreed on by the State and the Local Government.
   C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training 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 Qualification for the Texas Department of Transportation*. 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 designated a qualified individual to oversee the Project.

D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.

E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.

F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.

B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.

D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. 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 supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
City Manager	Director of Right of Way Division
City of Láredo	Texas Department of Transportation
1110 Houston St.	125 E. 11th Street
Laredo, Texas 78040	Austin, Texas 78701

All notices shall be deemed given on the date delivered 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 honored and carried out by the other party.

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. 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, that 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.

9. 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.

10. 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, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. 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 subject matter of this agreement.

12. 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.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and 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.

14. State Auditor

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.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the DBE 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 set 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 have final decision-making authority regarding the DBE goal and 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://txdot.gov/business/business_outreach/mou.htm.

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 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 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.*

20. Debarment Certification

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 is 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 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 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 State, to furnish a copy of the certification.

21. 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 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, 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 for making or entering into this transaction imposed by Title 31 USC §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 failure.

22. 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. 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://www.sam.gov/portal/public/SAM/

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 (5) 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.

23. 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 OMB Circular A-133.

B. If threshold expenditures of $750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://txdot.gov/inside-txdot/office/audit/contact.html

C. If expenditures are less than $750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 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.

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

County WEBB
District 22
ROW CSJ # 0086-14-070
CCSJ # 0086-14-061
Federal Project #:
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Gus E. Cannon, CTCM
Director, Right of Way Division
Texas Department of Transportation

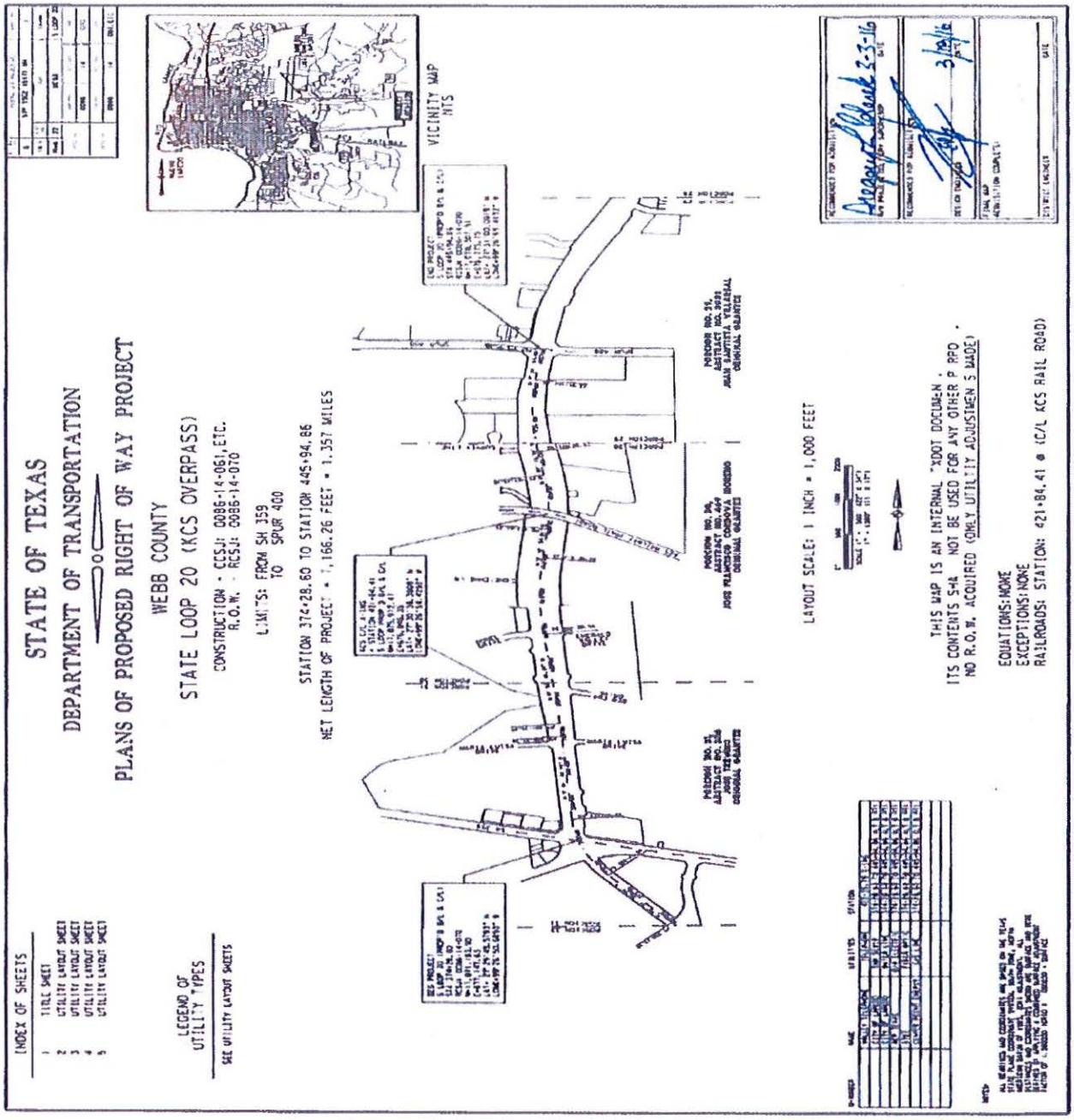
_____
Date

County WEBB
District 22
ROW CSJ # 0086-14-070
CCSJ # 0086-14-061
Federal Project #:
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT A
RESOLUTION

County WEBB
District 22
ROW CSJ # 0086-14-070
CCSJ # 0086-14-061
Federal Project #:
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT B
LOCATION MAP SHOWING PROJECT



County WEBB
District 22
ROW CSJ # 0086-14-070
CCSJ # 0086-14-061
Federal Project #:
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

Standard Agreement to Contribute
State Performs Work
Attachment C

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Reimbursable Utility Adjustments	$35,160.00	90%	$31,644.00	10%	$3,516.00
TOTAL	$35,160.00	90%	$31,644.00	10%	$3,516.00

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

RESOLUTION NO. 2016-R-113

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT (ROW CSJ# 0086-14-070) TO CONTRIBUTE FUNDS ESTIMATED AT $3,516.00 TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR UTILITY ADJUSTMENTS ASSOCIATED WITH THE WIDENING OF S.L. 20 FROM SH 359 TO SPUR 400 (BEING THE KCS OVERPASS)

WHEREAS, there is consistent congestion on S.L. 20 from SH 359 to Spur 400, being the KCS Overpass, in Laredo, Webb County, Texas; and

WHEREAS, the widening of the KCS above grade crossing has been analyzed, and designed by the Texas Department of Transportation; and

WHERAS, the State has deemed it necessary to make certain highway improvements on Highway No. S.L. 20 from SH 359 to SPUR 400, and this section of highway improvements will necessitate the relocation and adjustment of utilities; and

WHEREAS, the City of Laredo, pursuant to 43 TAC §15.52 is to contribute to the cost of relocating or adjusting utilities; and

WHEREAS, the Texas Department of Transportation has estimated that the City of Laredo's contribution of funding for the relocation of utilities is $3,516; and

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

Section 1: The City Manager is authorized to execute the Agreement to Contribute Right of Way Funds (ROW CSJ# 0086-14-070) with the Texas Department of Transportation for highway improvements on Highway No. S.L. 20, from SH 359 to SPUR 400, for the relocation and adjustment of utilities.

Section 2: The City shall contribute $3,516 for the relocation of utilities.

Section 3: This resolution shall become effective as and from the date of final passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF_____2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO "BETO" RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA L. HALE
ASSISTANT CITY ATTORNEY

City Council-Regular

Meeting Date: 09/19/2016

Initiated By: Jesus Olivares, City Manager

Staff Source: Horacio De Leon, Assistant City Manager, Rosario Cabello, Finance Director
Martin Aleman, Budget Manager

SUBJECT

Approving the property tax revenue increase for the fiscal year 2016-2017 budget as required by the Texas Local Government Code Section 102.007, said increase being $3,885,769.00 or 5.34%. The amount is due entirely to increases in property tax valuations and new property added to the tax roll and not to any increase in the current tax rate of $.637000.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Effective September 1, 2007, H.B. 3195 amended section 102.007 of the Local Government Code, by adding Subsection (c), as follows: “(c) Adoption of a budget that will require raising more revenues from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law.” Basically, the new law requires a separate vote any time the budget reflects additional revenue from property taxes, whether due to increased valuations, new property added to the tax rolls or an increase of the tax rate. This will be the thirteenth year the property tax rate remains the same.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends that this motion be approved.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

This budget will raise more total property taxes than last year's budget by $3,885,769 or 5.34%, and of that amount $1,707,978 is tax revenue to be raised from new property added to the tax roll this year.

Attachments

Cover Page with HB Section

CITY OF LAREDO

Annual Budget

Fiscal Year
October 1, 2016 - September 30, 2017

Prepared By:
Financial Services Department
Budget Division

This budget will raise more total property taxes than last year's budget by $3,885,769 or 5.34% and of that amount $1,707,978 is tax revenue to be raised from new property added to the tax roll this year. **This additional amount is due entirely to increases in property tax valuations and new property added to the tax roll and NOT to any increase of the current tax rate of $.637.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer

SUBJECT

Authorizing the City Manager to continue contracting with seven (7) local testing laboratories on a rotation and on as needed basis for the FY 2016 – 2017 for construction materials quality testing and subsurface exploration services. List of local testing labs are as follows:

1. Carrillo & Associates, Inc., Laredo, Texas
2. Castle Engineering & Testing, LLC., Laredo, Texas
3. Terracon Consultants, Inc., Laredo, Texas
4. Howland Engineering & Surveying Company, Laredo, Texas
5. CMT-Tec, L.L.C., Laredo, Texas
6. South Texas Testing Laboratories, Inc., Laredo, Texas
7. Millennium Engineers Group (MEG), Laredo, Texas

Funding is to be available from each respective project account.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City has seven testing laboratories which provide material testing and subsurface exploration services for the City of Laredo Capital Improvements Projects. In an effort to expedite projects and the testing associated with the different project, Staff is recommending that the City Manager be authorized to contract with the seven local testing laboratories on a rotation basis in order that the projects not be unduly delayed. Testing services are to be funded from each respective project account.

Scope of services include, but are not limited to:

1. Proctor Sampling
2. Density Control Testing, Bi Nuclear Method for Subgrade, Caliche, Black Base and Asphalt
3. Concrete Cylinder for Curb & Gutter, Sidewalks, Valley Gutters, or Concrete Pavement.
4. Asphalt Sampling
5. Asphalt Cores

6. Depth Check for Caliche Base/Asphalt
7. Laboratory services may include subsurface explorations, if required.

Staff is recommending for all local seven firms continue to be placed on a rotational basis, as projects become available.

Currently the seven local firms are on a rotation basis for laboratory testing and geotechnical work. A proposal for each project will be negotiated before laboratory assignment.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	Yes
Source of Funds:	each projects account
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is to be available from each respective project account.

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer; Yvette Limon, Bridge Manager

SUBJECT

Consideration for approval of amendment no. 2, an increase of $4,912.00 to the professional services contract with Structural Engineering Associates, Inc., San Antonio, Texas, to provide additional inspection services and site visits due to the increase in contract quantities for joint repairs by approximately 25% over the original quantities for the Colombia International Bridge Erosion Control, additional riprap and repair joints. Current contract with this amendment is $67,037.30. Funding is available in the Bridge Construction Fund.

PREVIOUS COUNCIL ACTION

On November 2, 2015, City Council approved amendment no. 1 an increase of $16,039.00 to the professional services contract with Structural Engineering Associates, Inc., San Antonio, Texas, to provide plans and specifications for the repair of deteriorated and damaged bridge expansion joints and the repair of deteriorated bridge deck with a dense concrete overlay for the Colombia International Bridge Erosion Control, Additional Riprap and Repair Joints.

BACKGROUND

The purpose of this project is to design concrete rip rap and repair erosion damage within a natural channel north of the Laredo Colombia International Bridge, and the major items of work include preparation of right-of-way, excavation, embankment, concrete riprap, rock riprap, soil retention blanket and seeding. The existing eroded channel is to be reshaped and lined with concrete riprap. Concrete toe-walls and rock riprap aprons will be installed upstream. Temporary erosion control measures shall be installed. The project also includes the design to repair deteriorated and damaged bridge expansion joints and the repair of deteriorated bridge deck with a dense concrete overlay, and includes barricades, signs, & traffic control. All of the rehabilitation work within the traveling lanes of the bridge require that a minimum of two lanes of traffic, in each direction, be maintained throughout the construction period. The work zone, being within the Rio Grande flood plain, is subject to surveillance and patrol by the United States Border Patrol, and all personnel may be required to provide proof to legally work within the United States.

This amendment no. 2 is to provide additional inspection services and site visit due to the increase in contract quantities for joint repairs by approximately 25% over the original quantities.

Original contract amount (Approved by the City Manager on March 10, 2014)	$46,086.30
Amendment no. 1 (Approved by City Council on November 2, 2015)	$16,039.00
This amendment no. 2 To provide plans and specifications for the repair of deteriorated and damaged bridge expansion joints and the repair of deteriorated bridge deck with a dense concrete overlay.	$4,912.00
Current contract amount	$67,037.30

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	Yes
Source of Funds:	Bridge Construction
Account #:	553-4050-585-9301
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in Bridge Construction Fund: 553-4050-585-9301.

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer; Yvette Limon, Bridge Manager

SUBJECT

Consideration for approval of the Laredo Colombia International Bridge Expansion and Joint Rehabilitation Project as complete, approval of change order no. 2 in the amount of $2,644.48 for the balance of quantities actually constructed in place, release of retainage and approval of final payment in the amount of $15,646.58 to ABBA Construction, L.L.C., Laredo, Texas. Final construction contract amount is $121,505.48. Funding is available in the Bridge 2008 Bond.

PREVIOUS COUNCIL ACTION

On February 1, 2016, City Council awarded a construction contract to the lowest bidder ABBA Construction, L.L.C., Laredo, Texas, in the base bid amount of $99,280.00 for the Laredo Colombia International Bridge Expansion Joint Rehabilitation with a construction contract time of ninety (90) calendar days.

BACKGROUND

The original purpose of this project was to make repairs to polymer epoxy dam expansion joints on the Laredo Colombia International Bridge. Repairs were made at specific locations as identified on the construction plans. One section of the dense concrete overlay on the bridge survey was repaired. The successful contractor was required to develop and submit his intended traffic control plan to the Engineer for review and comment, prior to commencement of any work requiring road closures.

Plans and specifications were prepared by Structural Engineering Associates, Inc., San Antonio, Texas.

This change order no. 2 is for the balance of quantities actually construction in place.

Original construction contract amount (Approved by City Council on February 1, 2016)	$99,280.00
Change order no. 1 (Approved by City Manager on June 1, 2016)	$19,581.00
This change order no. 2	$2,644.48
Final construction contract amount	$121,505.48

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	Yes
Source of Funds:	Bridge 2008 Bond.
Account #:	553-4067-583-2010
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the Bridge 2008 Bond.
Account No. 553-4067-583-2010

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Horacio A. De Leon, Jr., Assistant City Manager

Staff Source: Heberto L. Ramirez, Director Information Services & Telecommunications

SUBJECT

Authorizing the City Manager to enter into and execute annual contracts and/or amendments with 9-1-1 service providers (CenturyLink, AT&T, Sprint/Nextel Wireless, and Time Warner Cable) for the existing 9-1-1 telephone network, database services, and wireless/equipment maintenance for the South Texas Region in the amount of $358,476.00. Services are to be provided for the period of September 1, 2016 through August 31, 2017. Funding is available in the Regional 9-1-1 fund.

PREVIOUS COUNCIL ACTION

N/A

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 contracts and/or amendments with CenturyLink, AT&T, Sprint/Nextel Wireless, and Time Warner Cable will ensure continuation of 9-1-1 service from September 1, 2016 through August 31, 2017. These services will include the 9-1-1 Telephone Network, Database Services, and Wireless/Equipment Maintenance for each of the eight (8) Public Safety Answering Points (PSAPs) located throughout the South Texas Region, including the Laredo Police Department, Webb County Sheriff's Office, Jim Hogg County Sheriff's Office, Rio Grande City Police Department, Roma Police Department, Starr County Sheriff's Office, Zapata County Sheriff's Office, and the Backup Training Center located at the 9-1-1 Administration .

The Commission on State Emergency Communications (CSEC) approved the allocated amounts in the City of Laredo's 9-1-1 Regional Administration Strategic Plan for the current Biennium (September 1, 2015 through August 31, 2017) on July 29, 2015.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	Yes
Source of Funds:	State Grant
Account #:	258
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Vendors	Services	Projected Amount
CenturyLink	Equipment Maintenance	$120,000.00
AT&T	Network	$70,726.00
Sprint/ Nextel Wireless	Wireless Phase II	$72,650.00
Time Warner Cable	Network Costs	$95,100.00
	TOTAL	$358,476.00

Attachments

CC
CenturyLink
AT&T
AT&T 2
AT&T 3
Sprint
TWC
Time Warner

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
9/19/2016	AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE ANNUAL CONTRACTS AND/OR AMENDMENTS WITH 9-1-1 SERVICE PROVIDERS (CENTURYLINK, AT&T, SPRINT/NEXTEL WIRELESS, AND TIME WARNER CABLE) FOR THE EXISTING 9-1-1 TELEPHONE NETWORK, DATABASE SERVICES, AND WIRELESS/EQUIPMENT MAINTENANCE FOR THE SOUTH TEXAS REGION IN THE AMOUNT OF $358,476.00. SERVICES TO BE PROVIDED FOR THE PERIOD OF SEPTEMBER 1, 2016 THROUGH AUGUST 31, 2017. FUNDING IS AVAILABLE IN THE REGIONAL 9-1-1 FUND.

INITIATED BY:	STAFF SOURCE:
Horacio A. De Leon, Jr., Assistant City Manager	Heberto L. Ramirez, Director Information Services & Telecommunications

PREVIOUS COUNCIL ACTION: N/A

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 contracts and/or amendments with CenturyLink, AT&T, Sprint/Nextel Wireless, and Time Warner Cable will ensure continuation of 9-1-1 service from September 1, 2016 through August 31, 2017. These services will include the 9-1-1 Telephone Network, Database Services, and Wireless/Equipment Maintenance for each of the eight (8) Public Safety Answering Points (PSAPs) located throughout the South Texas Region, including the Laredo Police Department, Webb County Sheriff's Office, Jim Hogg County Sheriff's Office, Rio Grande City Police Department, Roma Police Department, Starr County Sheriff's Office, Zapata County Sheriff's Office, and the Backup Training Center located at the 9-1-1 Administration .

The Commission on State Emergency Communications (CSEC) approved the allocated amounts in the City of Laredo's 9-1-1 Regional Administration Strategic Plan for the current Biennium (September 1, 2015 through August 31, 2017) on July 29, 2015.

FINANCIAL IMPACT: Funds are available in the 9-1-1 Regional Fund RCOM17.

Vendors	Services	Projected Amount
CenturyLink	Equipment Maintenance	$120,000.00
AT&T	Network	$70,726.00
Sprint/ Nextel Wireless	Wireless Phase II	$72,650.00
Time Warner Cable	Network Costs	$95,100.00
	TOTAL	$358,476.00

***Projected amounts are based on telephone counts at the time of billing.**

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A	It is recommended that this motion be approved.

Contract No. 150401801551

Products and Services Agreement

This Products and Services Agreement ("Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.**, as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and E911 Texas - Laredo ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

1. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.

2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.

3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.

4. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.		**E911 Texas - Laredo**	
By:		**By:**	
Printed:	Michelle Walters	**Printed:**	Jesus M. Olivares
Title:	Area VP	**Title:**	City Manager
Date:	6-2-15	**Date:**	9/10-15
Address for Notices:	Sales Administration 665 Lexington Avenue Mailstop: OHMANB0107 Mansfield, OH 44907 And if related to a dispute to: CenturyLink Attn: Legal Department 1801 California Street, #900 Denver, CO 80202 Fax: (888) 778-0054	**Customer Address:**	PO BOX 210 LAREDO, TX 78042-0210
		Address for Notices (if different from above):	

Sales Rep: Byron Howard
Sales Rep Phone: (512) 867-1076

Contract No. 150401801551

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the company providing Services to Customer is listed on each Price Quote. Customer can also locate the name of any CenturyLink local operating company by searching for a NPA-NXX in the first column of the list at http://www.centurylink.com/tariffs/NPANXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless otherwise provided in the service-specific terms and conditions. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

   CenturyLink Price Quote Number(s): 15-010060

2. **PRICING.**

   2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.

   2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably

   2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.

   2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.

3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs or Local Terms of Service, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence. CenturyLink may modify its Tariffs or Local Terms of Service from time to time.

4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.

5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.

NIBS SITE #	Site Name	Address	CITY	SYSTEM TYPE	# months	Monthy Maintenance	Maintenance Total
2K371500	City of Laredo - Billing Master	912 Matamoros	Laredo				
2K371501	Roma PD	1000 E. Hwy 83	Roma	Remote VIPER	36	$ 825.15	$ 29,705.40
2K371502	Zapata County SO	600 Hidalgo	Zapata	Remote VIPER	36	$ 825.15	$ 29,705.40
2K371503	Starr County SO	100 E. 6th Street	Rio Grande City	Host VIPER	36	$ 1,495.75	$ 53,847.00
2K371504	Rio Grande City PD	402 E. Main	Rio Grande City	Remote VIPER	36	$ 825.15	$ 29,705.40
2K371505	Webb County SO	1001 Washington	Laredo	Remote VIPER	36	$ 915.55	$ 32,959.80
2K371506	Jim Hogg County SO	211 Galbraith	Hebronville	Standalone VIPER	36	$ 1,295.15	$ 46,625.40
2K371507	Laredo PD	4712 Maher	Laredo	Host VIPER	36	$ 2,205.65	$ 79,403.40
2K371508	Laredo Training Center	912 Matamoros	Laredo	Standalone VIPER	36	$ 1,575.35	$ 56,712.60
		Monthly Total				$ 9,962.90	$ 358,664.40

AT&T Internet Services
308 S. Akard St, Room 1530.C2
Dallas, TX 75252

T: 214-858-3206
F: 214-858-3082
th7191@att.com

August 8, 2006

RECEIVED
AUG 14 2006
CITY OF LAREDO
911 REGIONAL ADMINISTRATION

Jesse Harrison
911 Program Manager
City of Laredo
P O Box 579
Laredo TX 78042

Jesse:

Enclosed are two signed originals of the AT&T Internet Services Fixed ALI VoIP 911 Agreement with the Laredo/South Texas Development Council Of Governments.

The Commission on State Emergency Communications has recommended that AT&T Internet Services execute the enclosed 911 Agreements to replace the existing Agreement. CSEC may have already communicated this to you in a separate letter. The execution of this 911 Agreement was viewed as a more appropriate option to amending the existing Agreement with AT&T Internet Services.

AT&T Internet Services will be providing the network interconnection to the 911 system and transport of 911 calls for AT&T Texas' consumer Voice Over IP product offering. This residential VoIP offering is scheduled for launch in December of 2006. Attachment 3b to this Agreement documents this relationship between AT&T Internet Services and AT&T Texas.

If you have any additional questions regarding the enclosed, please don't hesitate to give me a call.

Thank you.

Tom Hinkelman
SBC Internet Services
Account Manager – 911 Services

Proud Sponsor of the U.S. Olympic Team

MODEL AGREEMENT

FOR CERTIFICATED TELECOMMUNICATIONS UTILITIES AND INTERCONNECTED VOICE OVER INTERNET PROTOCOL SERVICE PROVIDERS USING A FIXED AUTOMATIC LOCATION INFORMATION SOLUTION

9-1-1 EMERGENCY SERVICE AGREEMENT

This 9-1-1 Emergency Service Agreement ("Agreement") establishes the terms and conditions for 9-1-1 emergency service connection by **AT&T Internet Services f/k/a SBC Internet Services** ("Company") to interface with the applicable 9-1-1 network service provider and the 9-1-1 Entity's Database Management Service Provider ("DBMSP") in Company's provisioning of basic local telecommunications service, local exchange service, and/or interconnected Voice over Internet Protocol ("VoIP") service using the Fixed Automatic Location Information ("Fixed ALI") solution within the **Laredo/South Texas Development Council Of Government's** (the "9-1-1 Entity") service area. (Collectively, the Company and the 9-1-1 Entity are referred to as the "Parties.")

This Agreement is specifically limited to enabling dedicated access to the 9-1-1 Entity's Wireline E9-1-1 Network for Company's customers who either receive or provide basic local telecommunications service, local exchange service, and/or fixed, non-mobile, non-nomadic voice communications via an Internet Protocol-enabled ("IP-Enabled") application such as interconnected VoIP. Provisioning of 9-1-1interconnection for Company's customers who either receive or provide nomadic, non-mobile interconnected VoIP service are covered by the 9-1-1 Entity's *Model Agreement for Interconnected Voice Over Internet Protocol Service Providers Using the Dynamic Automatic Location Identification (Non-Mobile).* Providing dedicated 9-1-1 interconnection to Company's customers who either receive or provide mobile interconnected VoIP service shall be addressed via a separate agreement or an amendment to the aforementioned non-mobile VoIP agreement.

This Agreement does not address Company-automated provisioning/updating of an interconnected VoIP service customer's Registered Location, but does not preclude Company from using such automated provisioning/updating if such Registered Location information is delivered to the 9-1-1 Entity's Wireline E9-1-1 Network and the 9-1-1 Entity's DBMSP in the same or comparable format and way as provided for Master Street Address Guide ("MSAG") valid civic address location information contemplated under this Agreement. Any other automated provisioning/updating shall be addressed via a separate amendment to this Agreement.

WHEREAS, Company is a certificated telecommunications utility ("CTU") as that term is defined by Public Utility Commission of Texas ("PUC") (certificate no., if applicable) and/or is an interconnected VoIP Service Provider ("VSP"); and

WHEREAS, the 9-1-1 Entity is a political subdivision of the State of Texas that provides E9-1-1 emergency service pursuant to Texas Health and Safety Code Chapters 771 or 772 and operates the Wireline E9-1-1 Network in its service area; and

WHEREAS, Company, in the event it is a CTU, is required to provide E9-1-1 service to its customers; and

WHEREAS, the Federal Communications Commission ("FCC") issued its First Report and Order in WC Docket No. 04-36 and WC Docket No. 05-196 (the "FCC's Order") and adopted Title 47 U.S. Code of Federal Regulations Part 9 ("47 C.F.R. Part 9") requiring interconnected VSPs to, at a minimum, transmit all 9-1-1 calls to the correct Public Safety Answering Point ("PSAP") and to also provide Automatic Number Identification ("ANI") and the caller's Registered Location, unless the PSAP cannot receive either ANI or Registered Location information.; and

WHEREAS the FCC's Order calls for all 9-1-1 calls initiated by an interconnected VoIP service customer to be routed through the use of ANI and, if necessary, pseudo-ANI ("pANI"), via the appropriate 9-1-1 Entity's Wireline E9-1-1 Network; and

WHEREAS the FCC's Order set a deadline of November 28, 2005, to implement E9-1-1 emergency service for interconnected VoIP service customers; and

WHEREAS, to implement E9-1-1 service, Company desires that it, or its third-party agents or vendors, have connection to the 9-1-1 Entities' individual Wireline E9-1-1 Network, access to the 9-1-1 ALI database, access to the 9-1-1 Entity's MSAG and MSAG updates for their service area, and to operate in a manner consistent with the 9-1-1 responsibilities and quality of service requirements set forth herein; and

WHEREAS, 9-1-1 emergency service interconnection needs to protect, maintain, and further the high quality, standards-based 9-1-1 emergency service and not inappropriately and unreasonably increase the costs of 9-1-1 emergency service to the 9-1-1 Entity; and

WHEREAS, the Parties recognize that rules and industry practices and standards related to VoIP are evolving and that nothing in this Agreement shall be interpreted inconsistent with or to prohibit any Party's compliance with current or future Applicable Laws; and

WHEREAS, Company recognizes that the 9-1-1 Entities' Wireline E911 Networks are evolving and that nothing in this Agreement shall be interpreted inconsistent with or to prohibit the further evolution of their Wireline E911 Network and 9-1-1 Database Management Services, including a Next Generation 9-1-1 Network or National Emergency Number Association ("NENA") i2 solution standards ("i2") or Future Path Compliance.

NOW, THEREFORE, in consideration of the listed mutual promises and benefits, the Parties agree as follows:

The Attachments attached hereto and made a part of this Agreement are:

Attachment 1.	Service Plan
Attachment 2.	Test Plan
Attachment 3a.	9-1-1 Fee and Surcharge
Attachment 3b.	9-1-1 Fee and Surcharge Remittance Information
Attachment 4a.	Trunking Charges/Reimbursement Selection
Attachment 4b.	Annual Affidavit/Verification Checklist found

Attachment 5.	Sample 9-1-1 Disaster Recovery/Service Restoration Plan
Attachment 6.	9-1-1 Default Routing Designation
Attachment 7a.	Company Escalation and Contact List
Attachment 7b.	9-1-1 Entity Escalation and Contact List
Attachment 8.	9-1-1 Entity Service Area (optional)

1. **Definitions.** For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

2. **Applicable Laws.** Without admitting or denying that Company is subject to the following Applicable Laws, Company agrees that its interconnection arrangements for 9-1-1 emergency service, including, but not limited to, interconnection arrangements to the Wireline E9-1-1 Network, shall meet the minimum standards specified in:

a. The *FCC's Order* and any FCC order relating to the provisioning of E9-1-1;

b. 47 C.F.R. Part 9, or other FCC regulation related to the provisioning of E9-1-1;

c. Texas Health and Safety Code Chapter 771;

d. Relevant rules and/or program policy statements ("PPS") of the Commission on State Emergency Communications ("CSEC"), including any reporting requirements; and

e. PUC Substantive Rules 26.272, 26.433, and 26.435 (except as limited in this Agreement). (2a – 2e are collectively referred to as the "Applicable Laws".)

2.1 For purposes of applying the PUC's rules, and except as otherwise limited, Company is, or agrees to be, bound by the requirements applicable to a certificated telecommunications utility.

2.2 The Applicable Laws shall supersede any provision of this Agreement in direct conflict with the Applicable Laws. In the event a Party identifies any part of this Agreement as being in direct conflict with the Applicable Laws, or a decision interpreting the Applicable laws, the Party shall seek to modify this Agreement.

3. **General Requirements.** Company shall provide E9-1-1 service in accordance with this Agreement and the Applicable Laws, unless otherwise permitted by mutual written agreement of the Parties to this Agreement.

3.1 Unless negotiated and agreed to in writing by the Parties in advance, Company shall use the tandem, also known as the 9-1-1 selective router, designated and approved by the 9-1-1 Entity and shall not directly trunk to any PSAP. Unless Company uses a tandem negotiated and agreed to in writing by the Parties in advance, the tandem designated and approved by the 9-1-1 Entity shall be used to provide E9-1-1 emergency service pursuant to this Agreement.

3.2 Company shall provide to the 9-1-1 Entity an equal level of service and functionality from Company's facilities to the tandem as is currently provided by the Incumbent Local Exchange Company in the 9-1-1 Entity's service area.

3.3 The 9-1-1 Entity shall not impose on Company any requirement, service, feature, standard, or rate that is not required of an Incumbent Local Exchange Company CCN holder.

3.4 Company shall comply with the 9-1-1 Entity's specifications related to the submission of Direct Inward Dialing ("DID") numbers, or their equivalent, to the 9-1-1 Entity's database management system and/or DBMSP, including, but not limited to, customers of any other service provider.

3.5 Company may use a third-party to fulfill any of the obligations of this Agreement, provided the third-party has its own 9-1-1 Emergency Services agreement with the 9-1-1 Entity.

3.6 Where possible, Company may exceed the service standards set forth in this Agreement and the Applicable Laws, provided doing so does not cause an increase in the cost to the 9-1-1 Entity or negatively impact the 9-1-1 Entity's operations.

4. **Revising E9-1-1 Requirements**. The 9-1-1 Entity may revise its E9-1-1 emergency service requirements from time to time. Unless a shorter time period is necessary to protect the public safety, the 9-1-1 Entity shall permit Company one hundred eighty (180) days to comply with the 9-1-1 Entity's revisions. Where a shorter time period is necessary to protect the public safety, the 9-1-1 Entity shall permit Company the greatest length of time possible without jeopardizing the public safety, and where possible the Parties shall negotiate the shorter time period.

4.1 Notwithstanding any of the above or anything else in this Agreement, the 9-1-1 Entity is not obligated to maintain its existing network configuration, database processes, providers, or interfaces, and is in no way restricted from making network, database, or operations changes or from making any other changes deemed appropriate by 9-1-1 Entity as long as such are not discriminatory and directed solely at Company.

5. **Service Plan.** Company shall submit for the 9-1-1 Entity's approval a plan for the Company's provisioning of E9-1-1 service within the 9-1-1 Entity's service area (the "Service Plan"). Company's submission of the Service Plan shall include a reference to this section of the Agreement. Company shall only use the form Service Plan approved by the 9-1-1 Entity and provided as **Attachment No. 1** and shall attach to the plan copies of any 9-1-1 related agreements between Company and the appropriate 9-1-1 network service provider and DBMSP.

5.1 The 9-1-1 Entity shall review the Service Plan and either notify Company of any deficiencies therein or approve the Service Plan within 10 days. The 9-1-1 Entity shall provide reasonable specificity as to any deficiencies. The 9-1-1 Entity shall work in good faith with Company to resolve any deficiencies. Service Plans deemed deficient must be resubmitted for approval and the review process and timeline starts again. A Service Plan shall be deemed approved on the 10th day following receipt thereof if the 9-1-1 Entity fails to comply with this section.

5.2 Any changes by Company, or by a third-party acting on behalf of Company, to the Service Plan or in the originating, routing, and/or termination of calls that might materially affect the routing or completion of E9-1-1 calls shall be submitted in writing by Company to the 9-1-1 Entity no later than thirty (30) days prior to such change unless a shorter time period is necessary to protect the public safety. Company's notice of proposed changes should include a reference to this section.

5.3 The 9-1-1 Entity shall, within ten (10) days from receipt of Company's notice, notify Company as to whether any of the proposed changes are material. Changes deemed material must be submitted for 9-1-1 Entity approval in an amended Service Plan. Approval of an amended Service Plan shall be in accordance with section 5.1 unless the change is essential to protect the public safety, in which case the Parties shall negotiate the time periods for submitting and approving the amended Service Plan. Review of an amended Service Plan shall not affect prior approval by the 9-1-1 Entity of the current Service Plan.

6. **Testing.** Prior to providing, or continuing to provide, its customers with dedicated interconnection to the 9-1-1 Entity's Wireline E9-1-1 Network, Company is required to test its capacity to correctly route and deliver accurate ANI and Fixed ALI for 9-1-1 calls in accordance with **Attachment No. 2**. Company and the 9-1-1 Entity shall mutually agree upon the testing requirements and procedures to satisfy the testing requirement.

6.1 Final approval as to the satisfactory provisioning of 9-1-1 emergency service rests with the 9-1-1 Entity. Satisfactory provisioning shall be the working provision of E9-1-1 emergency service as required by this Agreement and provided by Company to the interconnection point with the 9-1-1 network service provider and DBMSP, but not including the parts of provisioning 9-1-1 emergency service within the responsibilities of those other providers. At a minimum, Company must demonstrate that any test of the 9-1-1 interconnection works end-to-end to the Public Safety Answering Point ("PSAP") before E9-1-1 connections are allowed, or continue to be allowed, and final approval is granted by the 9-1-1 Entity.

6.2 The 9-1-1 Entity shall provide Company with final approval in writing within three (3) working days after satisfactory provisioning has been demonstrated.

7. **Fees and Surcharge.** Company shall remit the 9-1-1 Emergency Service Fee ("9-1-1 Fee") in accordance with Texas Health & Safety Code §§ 771.071 and 771.073 and 1 Texas Administrative Code § 255.4. Company shall remit an Equalization Surcharge ("Surcharge") in accordance with Texas Health & Safety Code §§ 771.072 and 771.073 and 1 Texas Administrative Code §§ 255.1 and 255.2. The current 9-1-1 Fee and Surcharge are set out in **Attachment No. 3a** and are remittable to the Texas Comptroller of Public Accounts.

7.1 The 9-1-1 Fee and the Surcharge shall be collected from Company's retail, end-user customers to whom it provides a local exchange service access line or its equivalent as defined in CSEC Rule 255.4. If Company bills and collects its remittances from Company's retail, end user customers, Company may retain an administrative fee equal to one percent (1%) of the fees collected from its customers and remitted. In the event Company uses an agent to remit the 9-1-1 Fee and/or Surcharge on behalf of its retail, end-user customers, Company will provide in **Attachment No. 3b**, and keep current, the name and contact information for its remitting agent.

7.2 In the event Company provides wholesale, non-retail customers with dedicated access to the 9-1-1 Entity's Wireline E9-1-1 Network, Company will provide in **Attachment No. 3b**, and keep current, the names of such customers and a statement that Company is or is not remitting the 9-1-1 Fee and/or the Surcharge on behalf of each such customer.

7.3 For an end-user customer with a non-native telephone number (i.e., has an NPA/NXX that does not match the service address's rate center), whether or not the customer's service is subject to the 9-1-1 Fee and/or the Surcharge is determined based on the end-user customer's billing address, unless a different method of determination is adopted by rule or statute.

7.4 Company agrees that upon written request from the 9-1-1 Entity it will release billing records, including wholesale billing records, covering the 9-1-1 Entity's service area for quality measurement purposes, including, but not limited to, auditing the collection and remittance of the 9-1-1 Fee and the Surcharge and verifying compliance with database standards. The 9-1-1 Entity shall not make a written request under this section more than once every twelve (12) months.

7.5 Notwithstanding any provision of this Agreement to the contrary, Company agrees that it will not seek to recover any attorneys' fees or costs from the 9-1-1 Entity or CSEC for any litigation related to a dispute involving this Agreement or the proper application of any law or regulation related to 9-1-1 service to Company.

7.6 Section 7 only addresses the fees and surcharges expressly provided for in Texas Health and Safety Code Chapter 771. Section 7 is not exhaustive of the federal, state, or local fees, taxes or surcharges that may be applicable to Company, its customers, and/or its services.

8. **Reimbursement for 9-1-1 Trunking.** The current reimbursable costs for trunking are set pursuant to PUC Substantive Rule 26.435. The reimbursement rates on the effective date of this Agreement are found in **Attachment No. 4a**, as is Company's selection as to whether or not it is seeking reimbursement for 9-1-1 trunking. In the event Company's decision changes, it shall submit a revised **Attachment 4a** to the 9-1-1 Entity at least ninety (90) days prior to the change. Notwithstanding anything to the contrary in this Agreement, reimbursement for trunking shall only be provided to the extent permitted by and within the 9-1-1 Entity's approved budget and/or appropriations.

8.1 In the event Company seeks reimbursement, it shall submit to the 9-1-1 Entity on the date set by the 9-1-1 Entity the Annual Affidavit and Verification Checklist found in **Attachment No. 4b** and provide upon request any information in support of the attachment. The 9-1-1 Entity reserves the right to dispute any Company invoice if it believes that the Affidavit/Verification and documentation are insufficient and do not satisfy the prerequisites of PUC Substantive Rule 26.435. Valid Company invoices shall be paid by the 9-1-1 Entity in accordance with state law, and billed and paid on a monthly basis unless otherwise agreed to by the Parties.

8.2 Where the same trunk is used to serve areas administered by multiple 9-1-1 Entities or by 9-1-1 administrative entities other than the 9-1-1 Entities, there is a rebuttable presumption that the administrative entity with the largest number of access lines served by such trunk is the entity responsible for reimbursing Company. Irrespective of either the

number of administrative entities or the types of customers (e.g., landline, VoIP) served by a trunk, Company is entitled to only one reimbursement per trunk.

9. **Number Portability**. Company and the 9-1-1 Entity agree that it is in the public interest for number portability to be as seamless and transparent as possible to persons seeking emergency assistance by calling the number 9-1-1 and to PSAP personnel answering those 9-1-1 emergency service calls. Company shall cooperate and coordinate with the 9-1-1 Entity in a commercially reasonable manner regarding the implementation and effect of number portability on the provisioning of E9-1-1 emergency service and shall assist the 9-1-1 Entity with educating PSAP personnel. The Parties agree that the 9-1-1 Entity shall bear the cost of any PSAP modifications and Company shall bear its costs of implementing number portability solutions, except 9-1-1 Entity is not required to make any modifications to address service to non-native telephone number service or to address Geographic Number Portability by the act of entering into this Agreement.

10. **Database Management Activities**. Company shall coordinate and cooperate in a commercially reasonable manner with the 9-1-1 Entity and/or the DBMSP regarding all 9-1-1 database activities necessary to provide accurate, efficient, seamless, and transparent E9-1-1 emergency service. Company agrees to comply with current National Emergency Number Association ("NENA") standards (available at www.nena9-1-1.org) and any current requirement of the 9-1-1 Entity addressing 9-1-1 database activities or future requirements promulgated pursuant to the terms of this Agreement or provide reasonable function equivalence acceptable by the 9-1-1 Entity. Company shall submit records with the correct NENA ID applied in accordance with NENA standards. The 9-1-1 Entity will cooperate with Company regarding activities necessary to provide the services contemplated hereunder. The 9-1-1 Entity agrees to facilitate cooperation with other entities that it has agreements with that may be necessary to provide the services contemplated hereunder.

11. **Dispute Resolution**. The Parties agree to work in good faith with each other to resolve any disagreements and negotiations, including those arising as a result of a change in, or implementation of any laws or regulations, prior to the 9-1-1 Entity or Company taking any formal action. Formal action shall consist of the following, in the order stated: first, alternative dispute resolution by a mutually agreed third party; second, an administrative proceeding, including arbitration, if authorized by statute; and third, a judicial proceeding. Neither the 9-1-1 Entity nor Company waives any rights that they may have respectively to seek any relief or enforcement from any regulatory body of competent jurisdiction.

11.1 Company and the 9-1-1 Entity agree that E9-1-1 emergency service is an essential, life-saving service. Under no event will the 9-1-1 Entity unilaterally terminate Company's ability to provision its services within the 9-1-1 Entity's service area without order or action by a court or regulatory body of competent jurisdiction.

12. **Disaster Recovery/Service Restoration Plan**. In the event Company uses its own facilities to transmit 9-1-1 calls to the tandem, it shall submit for the 9-1-1 Entity's approval a Disaster Recovery/Service Restoration Plan, as is required of certificated telecommunications utilities by PUC Substantive Rule 26.272. (A sample plan is provided as **Attachment No. 5**.) The plan shall consist of an explanation with sufficient specificity for the 9-1-1 Entity to determine Company's compliance with the requirements of this Agreement but shall not require the Company to reveal any information that the Company considers trade secret, confidential, and/or proprietary or that would give another service

supplier a competitive advantage. Company's plan shall be a stand-alone plan that addresses only Company's 9-1-1 disaster recovery procedures.

12.1 Approval of the plan shall be in accordance with Section 5.1. The 9-1-1 Entity shall not withhold approval of Company's plan because the 9-1-1 Entity asserts that Company's plan does not include the disaster recovery plan of the incumbent local exchange company CCN holder.

13. **Default Routing**. The designated default routing information is provided by the 9-1-1 Entity in **Attachment No. 6**.

14. **Notices, Contacts and Escalation Information**. Any notice required or permitted to be given by the 9-1-1 Entity to Company under this Agreement shall be mailed via certified or registered U. S. Mail, postage prepaid, return receipt requested to the individual identified in **Attachment No. 7a**. Any notice required or permitted to be given by the Company to the 9-1-1 Entity under this Agreement shall be mailed via certified or registered U. S. Mail, postage prepaid, return receipt requested or delivered to the individual identified in the 9-1-1 Entity's **Attachment No. 7b** and to CSEC at the following address:

Commission on State Emergency Communications
333 Guadalupe Street, Suite 2-212
Austin, Texas 78701-3942

The Parties will exchange and keep current the escalation and contact lists provided as Attachment Nos. 7a and 7b, respectively.

15. **9-1-1 Entity's Service Area**. A list of the counties and cities comprising the 9-1-1 Entity's service area may be provided by the 9-1-1 Entity as an optional **Attachment No. 8**.

16. **Confidentiality**. Company may designate as confidential and submit under seal any Attachment or portion thereof that it considers exempt from the requirements of the Texas Public Information Act (Texas Government Code Chapter 552, the "Act"); and shall identify with specificity which provisions of the Act apply. The 9-1-1 Entity shall keep confidential any part of an Attachment so designated to the extent permitted by, and in accordance with, the Act. Upon receiving a request for information the response to which would include a portion of an Attachment marked confidential, the 9-1-1 Entity shall request an Attorney General Open Records Decision in accordance with the Act and shall notify Company concurrently with such request. The 9-1-1 Entity shall not release any portion of the Service Plan designated confidential until the Attorney General issues an Open Records Decision resolving the request for such information. The 9-1-1 Entity is not required to request an open records decision ruling regarding information designated as confidential for which there has been an open records ruling that the same or similar information is public information.

17. **Non-Waiver of Rights**. The Parties do not waive and expressly reserve their respective rights to seek relief and/or advocate any position before the FCC, or other regulatory or administrative body of competent jurisdiction, or to seek any available judicial remedies at law or in equity.

18. **Modifications and Agreed Termination.** Except as otherwise provided herein regarding the submission of Attachments, this Agreement may not be modified other than by a written instrument executed by both Parties.

18.1 The Parties may modify or terminate this Agreement before the end of the then-current term under the following circumstances:

a. Company may terminate this Agreement with thirty (30) days written notice if Company is discontinuing the services provided for under this Agreement;

b. The 9-1-1 Entity may modify this Agreement with sixty (60) days written notice in order to make changes to its 9-1-1 Network and/or 9-1-1 Database Service Management services, including, but not limited to, a change in its DBMSP, a Next Generation 9-1-1 Network, and/or NENA Future Path Plan compliance or implementation. Modification(s) made pursuant to this subsection shall be limited to those necessary to make this Agreement consistent with such changed service configurations; or

c. Immediately upon the occurrence of a mutual agreement of the Parties to terminate this Agreement set forth in writing and executed by both Parties.

19. **Limitation of Warranties**. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NO PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR ANY SERVICE (OR GOOD) PROVIDED UNDER THIS AGREEMENT. COMPANY PROVIDES A SERVICE UNDER THIS AGREEMENT AND NOT "GOODS" AS DEFINED IN THE UNIFORM COMMERCIAL CODE, AS ADOPTED IN TEXAS.

20. **No Assumption of Liability**. IN ADDITION TO THE LIMITATIONS OF LIABILITY DESCRIBED ELSEWHERE IN THIS AGREEMENT, COMPANY ASSUMES NO LIABILITY FOR ANY ACT OR OMISSION BY THE 9-1-1 ENTITY BY VIRTUE OF ITS ENTERING INTO THIS AGREEMENT. THE 9-1-1 ENTITY ASSUMES NO LIABILITY FOR ANY ACT OR OMISSION OF COMPANY BY VIRTUE OF ITS ENTERING INTO THIS AGREEMENT.

21. **Immunity from Liability**. Pursuant to the Applicable Laws, Company, Company officers, and Company employees are not liable for any claim, damage, or loss arising from Company's direct provision of 9-1-1 emergency service unless the act or omission proximately causing the claim, damage, or loss constitutes, gross negligence, recklessness, or intentional misconduct. Nothing in this provision limits the right of Company, Company officers, and Company employees to appeal the judgment of a court of competent jurisdiction.

22. **Force Majeure**. Neither Party shall be liable for failure to perform pursuant to this Agreement if such performance is precluded by acts or events beyond the Party's reasonable, good faith control, including, but not limited to: labor difficulties, strikes or embargoes, governmental mandates, civil commotion, wars, power failures, fires, floods, explosions and any other acts of God.

23. **No Consequential Damages**. Except as otherwise provided in this Agreement, each Party agrees that the other Party shall in no event be liable for, and each Party expressly waives its right to claim, any, special, collateral, punitive, incidental or consequential damages (including, but not limited to, lost profits) directly or indirectly arising out of or in connection with performance or nonperformance of the services to be provided under this Agreement.

24. **Entire Agreement**. This Agreement, together with all attachments, sets forth the entire understanding of the Parties. Neither Party has made any representation, promise, or statement of intention that is not embodied herein.

25. **Severability**. In the event that any part of this Agreement is held to be invalid, unenforceable, or pre-empted for any reason, the affected part shall be deemed deleted or reformed to the extent necessary to be enforceable, and the remainder of the Agreement shall remain in full force and effect. Any direct conflicts between the terms of this Agreement and the Applicable Laws shall be addressed in accordance with Section 5, supra.

26. **Governing Law and Venue**. This Agreement shall be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of this Agreement shall be in Travis County, Texas.

27. **Effective Date and Term**. This Agreement is effective as of the date both the 9-1-1 Entity and Company have executed the Agreement and shall continue for a period of two (2) years, unless terminated earlier as provided for in this Agreement. Thereafter, this Agreement shall automatically renew each year unless otherwise terminated.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

City of Laredo

Signature
Larry Dovalina
Printed Name
City Manager
Title
8/15/06
Date

AT&T INTERNET SERVICES

Signature
Tom Hinkelman
Printed Name
Account Manager – 911 Services
Title
July 19, 2006
Date

Attachment No. 1

Company 9-1-1 Service Plan For 9-1-1 Entity Locations

Explanation of Company Service Plan

Company to provide narrative and include network diagram:

Company will order and provision two 911 trunk group with four 911 trunks evenly dispersed over two DS1 facilities. The 911 trunks will interconnect directly to the San Antonio Walnut (SNANTXWA3ED) 911 Selective Routing Tandem. This 911 trunk interconnection will support the Laredo rate center (see network diagram).

911 Interconnection Details

Company to provide narrative and include network diagram:

Company will provide 911 Service to its end user customers utilizing industry standard end office 911 trunk interconnections from Company's Media Gateway to the serving 911 Selective Routing Tandem office (see network diagram). The 911 trunk interconnections will be ordered as SS7 signaling. MF signaling 911 trunks will be ordered if specified by the 9-1-1 Entity or due to technical limitations of the 911 System Service Provider. The 911 trunks will be provisioned on dedicated DS1 facilities with a minimum of two (2) DS0s per serving arrangement. Diverse DS1 facilities will be ordered where required by the 9-1-1 Entity and technically feasible.

911 Database Management

Company to provide narrative:

The Company will obtain the necessary access to the 911 System Service Provider or 911 Database Service Provider's 911 Database Management System. Access will be obtained in a manner specified by the applicable 911 Database SP. The Company will adhere to the applicable NENA Data Exchange format as specified by the 911 Database SP. Company will process all records and perform error correction in accordance with the NENA recommended standards.

Numbering Resources

Company to provide narrative regarding where and how it obtains NPA-NXXs:

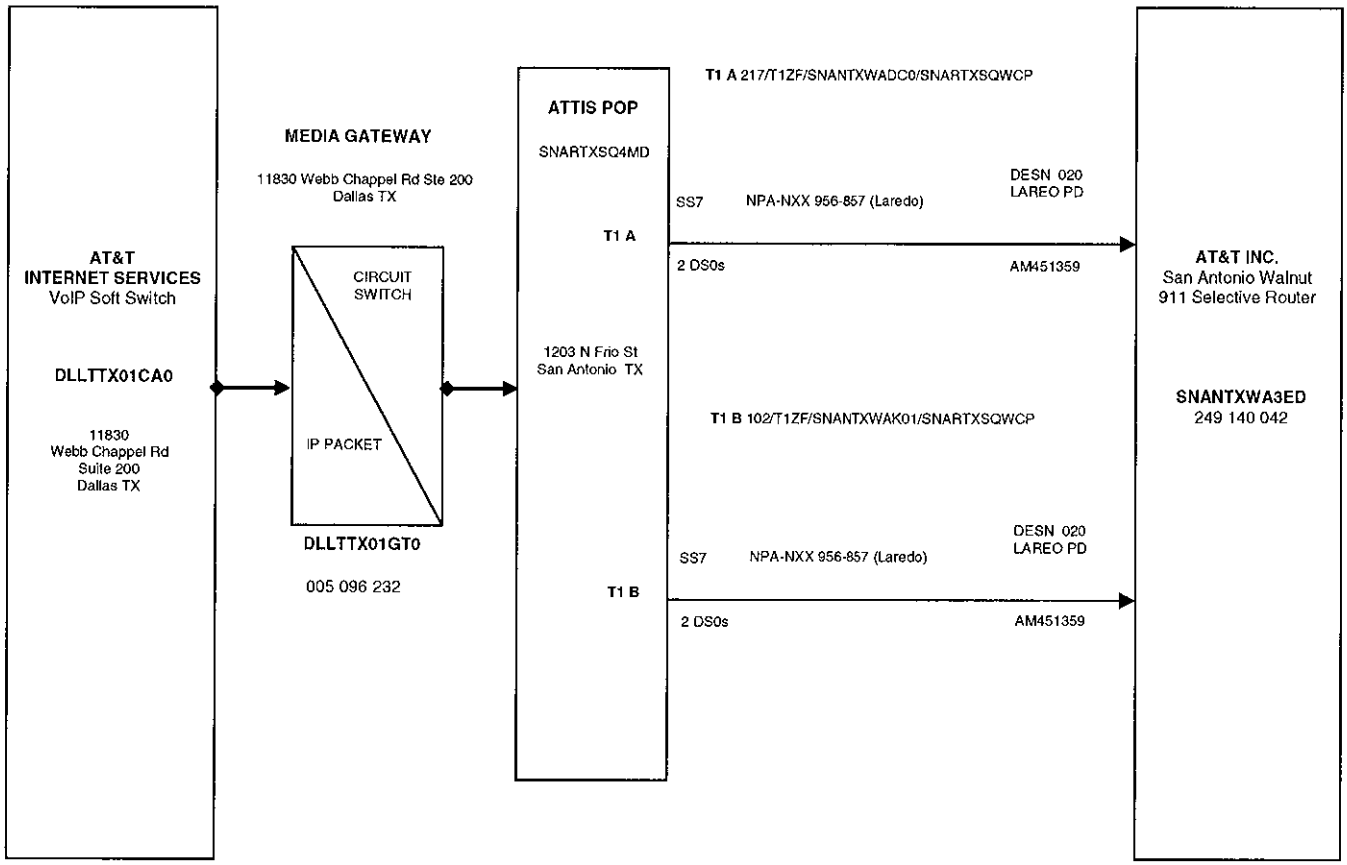
Company has received a numbering waiver from the FCC to obtain NPA-NXXs. The process to obtain numbering resources requires Company to provide the FCC and the applicable State Commission with a 30 day advance notice that Company will be applying for an NPA-NXX to provide service in specific rate center. Once the 30 day advance notice expires Company will submit the appropriate application to Neustar to obtain an NPA-NXX for a specified rate center or a pooled one thousand block from an NPA-NXX. All codes received (NPA-NXXs) will follow industry guidelines with respect to rate center designation and intervals for Local Exchange Routing Guide (LERG) effective dates.

NANP Guidelines/LNP

Company will adhere to current industry guidelines with respect to NPA-NXX assignment and Local Number Portability. Company will apply for NPA-NXXs for specified rate centers and assign numbers to end user customers that are consistent with the NPA-NXXs received for a rate center. Company will adhere to current industry standards as it relates to Local Number Portability and will port customers within a rate center.

Attachment No. 1 (continued)

AT&T INTERNET SERVICES
911 INTERCONNECTION DETAILS



Attachment No. 1 (continued)

Company Provided Information:

Company to provide the following information as a separate attachment for each rate center.

1. Company NXX(s) serving 9-1-1 Entity locations: 956-857-3000 thru 3999

2. Type services provided:

Business Lines	X
Residential Lines	X
ISDN	
CENTREX	
Intrastate Toll	

3. (Company) Switch

Location	11830 Webb Chappell Rd Ste 200
	Dallas TX
Type	Siemens HiQ 8000

4. Tandem(s) connection(s):

To Location	San Antonio Walnut (SNANTXWA3ED)
Initial Trunk Group Size	2 Trunk Groups with 4 Trunks each
NXX(s) sent	857
To Location	
Initial Trunk Group Size	
NXX(s) sent	

5. Company 9-1-1 Database input to: Intrado

6. Company Administrative Location: 308 S Akard St Rm 1530.C2
Dallas TX 75202

Attachment No. 1 (continued)

Company Provided Information:

Exhibit 1's (AT&T's Sample Exhibit 1 form follows)

Company to provide and attach a separate Exhibit 1 for each Central Office connection to the selective router.

ITSP SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

ITSP Name & Contacts	ITSP "OCN"	Switch Address	Switch Type	ITSP NPA/NXX(s) Included
SBC Internet Services, Inc.	516C	11830	Siemens HiQ 8000	NPA: 956 code(s): 857-3XXX
E9-1-1 Manager		Webb Chappell Rd	CLLI Code	
Tom Hinkelman	ITSP NENA ID	Suite200	SNARTXSQWCP	
214-858-3206	SBCIP	Dallas TX	Trunk ACTL CLLI	Estimated # of EAAs
9-1-1 Database Manager			SNARTXSQ4MD	1,000
Janice Cox	ITSP Service Area Description:		"Connect Signal" Digits	# 9-1-1 Trunks Requested
214 640-3510	Rate Center(s):		1 - 1	SS7 1 TRK GRP / 4 TRKs
Switch Site Contact	Laredo		"Default" PSAP / ESN	SS7 Point code
Jason Poerter			Laredo PD	
877 588-1316			020	005-096-232

SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE: / CLLI Code:	San Antonio Walnut / SNANTXWA3ED	RATE CENTER(s) FOR MSAG PULL (1)	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE (see legend below)	
		rate center:			
E9-1-1 Features Required:	ANI/ALI/SR	Laredo	Laredo PD	South Texas Dev. Council	COG
			Webb County SO	South Texas Dev. Council	COG
# of 9-1-1 Trunks for LSP:	SS7 - 4 Trunks				
MSAG Update Interval:	Monthly				
ALI Database Provider:					
ACCOUNT MANAGER:					
LOG NUMBER					
SBCIP-023.001					
AM451359					
TGN: 981					
ESCO: 417					

FOOTNOTES: (1) Mechanized copy of MSAG is provided when SBC is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
(blank) = (blank space for use as needed to define another agency type)

Prepared by:	
Fondra Marshall E911 Acct Mgr	
214 745-3168	voice
214 464-6339	fax
fs9700@sbc.com	email

STATUS of EXHIBIT:	Exhibit has been approved by the PSAP agency.	Date Prepared
COMPLETE	07/05/05-Revised to add AM, TGN, ESCO.	07/13/05

Attachment No. 2

9-1-1 Cutover — Operational Tests

E9-1-1 Trunk Group & Emergency Calls to an Operator

The test calls, except default routing, must have the calling address and telephone number in the designated 9-1-1 Database.

Test calls will be made for each Company NXX-X.

Carrier will notify the 9-1-1 Coordinator at _____ prior to the scheduled test date.

9-1-1 TRUNK TEST CHECKLIST

_____ Isolate the trunk under test
_____ Place a 9-1-1 call using a number built in the 9-1-1 database
_____ Tester will advise the call taker that this is a test call being made by (carrier)
_____ Tester will verify the PSAP contacted
_____ Tester will request the 9-1-1 Call Taker to verify the ANI and ALI received
_____ Tester will request 9-1-1 Call Taker call back to the test number
_____ Repeat test for all 9-1-1 trunks

DEFAULT ROUTE TEST CHECKLIST

ALI Failure

_____ Place a 9-1-1 call using a number not built in the 9-1-1 database
_____ Tester will advise the 9-1-1 Call Taker that this is a test call being made by (Company)
_____ Tester will verify that the call was answered by the default PSAP

ALL TRUNKS BUSY TEST CHECKLIST

_____ Fail all 9-1-1 trunks
_____ Verify failure alarms are received locally and at the Switching Control Center
_____ Call should route to re-order tone

CONTINGENCY ROUTING TEST CHECKLIST

_____ Activate alternate routing to default PSAP 10 digit emergency number
_____ Tester will advise the 9-1-1 Call Taker that this is a test call being made by (Company)
_____ Tester will verify that the call was answered by the default PSAP

Attachment No. 2 (continued)

OPERATOR SERVICES TEST CHECKLIST

_____ Place a call to the 0 (operator) from the NXX under test.
_____ Identify to the operator that this is as an emergency test call to 9-1-1 and ask the operator to connect tester to the emergency agency.
_____ The Operator should connect the call to the default PSAP.
_____ Tester will advise the 9-1-1 Call Taker that this is a test call being made by (Company).
_____ Tester will verify that the call was completed to the default PSAP.

Attachment No. 3a (Fixed ALI Agreement)

9-1-1 Fee and Surcharge to Be Billed By Company

9-1-1 Entity Provided Information:

The 911 Emergency Service Fee and Equalization Surcharge shall be charged pursuant to Texas Health and Safety Code Chapter 771 as follows:

9-1-1 FEE & SURCHARGE AMOUNTS:

9-1-1 Fee

$ ___.50
Fee applied per local exchange access line or its equivalent as defined by CSEC Rule.[1]

Surcharge

%___1.00
Percent applied per customer to charges for intrastate long-distance service as defined by CSEC rule.

Pursuant to statute, CSEC is authorized to set the 9-1-1 fee in a different amount for each Regional Planning Commission.

Pursuant to statute, the amount of the surcharge may not exceed 1.3%.

REMITTANCE TO 9-1-1 ENTITY:

Payable to: Texas Comptroller of State Accounts
111 17th Street
Capitol Station
Austin, Texas 78944-0100

- Remittance Forms available Electronically at www.cpa.state.tx.us

[1] For a business server user that provides residential facilities, each line that terminates at a residential unit, that is the equivalent of a local exchange access line, shall be charged the 9-1-1 Fee.

Attachment No. 3b

9-1-1 Fee and Surcharge Remittance Information

Company Provided Information:

Contact Information of Individual or Entity Responsible for Remitting the 9-1-1 Fee and Surcharge for Company's Retail Customers:

9-1-1 Fee

Name: Manuel Camacho

Address: 1010 N St Marys St Rm 1321

City, State Zip: San Antonio TX 78215

Phone: 210-246-8161

The Surcharge

Name: Manuel Camacho

Address: 1010 N St Marys St Rm 1321

City, State Zip: San Antonio TX 78215

Phone: 210-246-8161

Remittance Information for Company's Wholesale, Non-Retail Customers:

1. Customer Name: AT&T Texas
   Remittance of 9-1-1 Fee by Company: _____ Yes or X Yes No
   Remittance of the Surcharge by Company: _____ Yes or X Yes No

2. Customer Name: _____
   Remittance of 9-1-1 Fee by Company: _____ Yes or _____ No
   Remittance of the Surcharge by Company: _____ Yes or _____ No

3. Customer Name: _____
   Remittance of 9-1-1 Fee by Company: _____ Yes or _____ No
   Remittance of the Surcharge by Company: _____ Yes or _____ No

4. Customer Name: _____
   Remittance of 9-1-1 Fee by Company: _____ Yes or _____ No
   Remittance of the Surcharge by Company: _____ Yes or _____ No

Add additional continuation sheets as necessary.

Attachment No. 4a

Trunking Charges

Company switch to 9-1-1 tandem facilities:	$165 Non-recurring charge per trunk for trunks in service after 8/20/02, and $39 monthly recurring charge per trunk.

If applicable, submit separate invoice for 9-1-1 trunking.

At this time, Company IS or (IS NOT) (circle one) seeking reimbursement of charges listed above. If not, Company reserves the right to amend the Agreement to seek reimbursement at a future date in accordance with the terms of the Agreement.

Attachment No. 4b

Annual Affidavit and Verification Checklist

Supporting Documentation to Demonstrate Compliance with Trunking Reimbursement Prerequisites in PUC Rule 26.435

Company provides the following information and avers that it:

1) Designated the following Contact Person as being available at all times to work with 9-1-1 Entity, CSEC and, if a certificated telecommunications utility ("CTU"), the PUC to resolve 9-1-1 related emergencies:

   a) Name of 24/7 Contact Person: _____

   b) 24/7 Telephone Number: _____

   c) Cellular and/or Pager Number: _____

   d) Address: _____
   _____
   _____
   _____

Company will notify 9-1-1 Entity and the Commission of any changes in the Designated Contact Person information in writing within five business days.

2) Provided notice to 9-1-1 Entity at least 30 days prior to activating new NXX in a rate center or upon commencement of providing local service in any rate center.

3) Provided a P.01 grade of service on trunk groups from end office(s) to designated selective routers.

4) Notified 9-1-1 Entity in writing of any failures to meet the P.01 grade of service within five business days and corrected any degradation within 60 days.

5) Verified its use of 9-1-1 Entity's MSAG to confirm that valid addresses are available for 9-1-1 calls.

6) Verified having taking reasonable and necessary steps to avoid submission of 9-1-1 database records for NPA-NXXs associated with non-dial tone generating service to the 9-1-1 Entity's Database Management Service Provider ("DBMSP").

7) _____ local exchange access lines (as defined in CSEC Rule 255.4) working in 9-1-1 Entity's service area as of January of the current year, of which _____ of those lines are attributable to resold lines.

8) _____ of fixed 9-1-1 database records working in 9-1-1 Entity's

service area as of January of the current year, of which _____ of those records are attributable to resold lines.

NOTE: Company may designate the information in response to 7) and 8) as confidential information by clearly marking the following sentence: _____Yes, the Company asserts that responses to 7) and 8) are required by the 9-1-1 Entity, confidential, and not available for public inspection.

9) Submits corrections to inaccurate subscriber information to the DBMSP within 72 hours of notification of receipt of the error file from the DBMSP.

10) Coordinates 9-1-1 database error resolution for resale customers.

11) Enables all its customers to dial the three digits 9, 1, 1 to access 9-1-1 service.

12) Attached a copy of the notice that it provided to all its reseller customers stating that Company does not remit 9-1-1 emergency service fees on behalf of resellers and that, subject to a confidentiality agreement with 9-1-1 entity, the Company will release all its wholesale billing records for each reselling CTU.

13) Will continue to meet the foregoing requirements according to PUC Rule 26.435 for as long as Company provides 9-1-1 service, and provide additional documentation in support of the affidavit upon request by 9-1-1 Entity.

This Affidavit and Verification shall be submitted annually to the 9-1-1 Entity for the duration of this agreement on the date established by the 9-1-1 Entity.

_____

Signature

_____

Title

SUBSCRIBED AND SWORN TO ME this _____ day _____ 20__

_____

Notary Public, State of _____

Attachment No. 5

9-1-1 Disaster Recovery / Service Restoration Plan

(Example of minimum requirements)

1. **E9-1-1 Trunk Group Failure or 9-1-1 Tandem Failure**

In the event of an all trunks to the 9-1-1 tandem failure or a 9-1-1 tandem failure occurs, the following procedure will be used:

Before Company switch turn-up, a local default PSAP 10 digit emergency telephone number, provided by local 9-1-1 agency, will be route index assigned and translated for forwarding 9-1-1 calls to the default PSAP.

Upon notification (alarms or human report) of a tandem or trunking failure the Network Management Center, the associated Switching Control Center or local personnel will redirect the 9-1-1 calls from the route index of the 9-1-1 trunks to the route index of the local default PSAP 10-digit emergency telephone number.

This will allow these rerouted 9-1-1 calls to complete over the Public Switched Network.

Notification of failure conditions and restoral will be made to the local 9-1-1 agency designated notification point.

All efforts will be made to restore the failure quickly and return to regular 9-1-1 call routing.

2. **Company Switch Isolation**

In the unlikely event of complete company switch isolation from the 9-1-1 and Public Switched networks, no calls will be completed outside the Company switch. The following procedure will be followed:

Upon notification (alarms or human report) of a complete Office isolation, the Network Management Center and associated Switching Control Center and local service personnel will undertake prearranged emergency procedures to restore normal switch operation.

Notification of failure conditions and restoral will be made to the local 9-1-1 agency designated notification point.

All efforts will be made to restore the failure quickly and return to regular 9-1-1 call routing.

3. **Notification Procedures**

For failures where 9-1-1 calls are rerouted to 10-digit numbers, Company shall dial the designated reroute number to verify that it is a valid working number for the PSAP that should receive the 9-1-1 calls on a 10-digit reroute. Company will advise the PSAP that calls are being rerouted according to Company's contingency plan.

Notification to at least one 9-1-1 entity contact identified on Attachment 8b is required.

Attachment No. 6

9-1-1 Entity Default Routing Designation

9-1-1 Entity to provide information for each rate center identified in Attachment No. 1

Rate Center **PSAP(s) included**
Laredo

Default PSAP: Laredo PD (ESN 020)

A. ANI/ALI Failure:

1. PSAP Name: Laredo PD

2. PSAP ESN #: 020

B. Company 9-1-1 Trunk Group Failure:

1. PSAP Name: Laredo PD

2. 10-Digit Public Switched Network Emergency # for PSAP access: 956-795-2800

C. Emergency Calls to an Operator:(0-):

1. PSAP Name: Laredo PD

2. 10-Digit Public Switched Network Emergency # for PSAP access: 956-795-2800

Attachment No. 7a

Company's Notice, Escalation & Contact List

Notice: Any notice required or permitted to be given by the 9-1-1 Entity to Company under this agreement shall be mailed via certified or registered U. S. Mail, postage prepaid, return receipt requested to the following:

AT&T INTERNET SERVICES
308 S AKARD ST ROOM 1520
DALLAS TX 75202
ATTN: ACCOUNT MANAGER-911 SERVICES

Escalation & Contact List:
Name, Title, Contact Phone#, Contact email address
(A primary contact is required. Listing secondary contact is optional.)

	Contact 1	Contact 2
Database & Billing	**Janice Cox** Sr. Project Manager – 9-1-1 SBC Advanced Solutions, Inc. 1460 Round Table Rd Dallas TX 75247 214-640-3510 jc5019@att.com	**Tomas Soto** SBC Advanced Solutions, Inc. Manager Quality/M&P/Process 1460 Round Table Rd Dallas TX 75247 214-689-7688 ts8810@att.com
Network Operations	**24hr Network Operations Center (NOC)** **Trouble Reporting Number** **877-588-1316** On Duty Supervisor 1701 Alma Dr Plano TX 75075	
Location General Manager	**Jon Nelson** AT&T Operations, Inc. Director Supplier Management/Process 308 S Akard St Rm 1502 Dallas TX 75202 214-858-3060 jn2203@att.com	**Cathy White** AT&T Operations , Inc. Regional VP Carrier Alliances 308 S Akard St Rm 1502 Dallas TX 75202 214-858-3004 cw9414@att.com
9-1-1 Entity Coordination	**Tom Hinkelman** AT&T Internet Services, Inc. Account Manager 911 Services 308 S Akard St Rm 1530.C2 Dallas TX 75202 214-858-3206 th7191@att.com	

Attachment No. 7b

9-1-1 Entity's Notice, Escalation & Contact List

Notice: Any notice required or permitted to be given by Company to the following named 9-1-1 Entity shall be mailed via certified or registered U. S. Mail, postage prepaid, return receipt requested to the following:

Name of 9-1-1 Entity:	
Attn:	
Address:	
State:	
Zip:	

9-1-1 Entity Escalation & Contact List

Name, Title, Contact Phone#, Contact email address

Database	
PSAP Operations	
9-1-1 Entity Management	
Contract Administration	
Billing	

Attachment No. 8 (Optional)

9-1-1 Entity Administrative Jurisdiction

9-1-1 Entity Provided Information

Counties

Cities in Each County

Cities in _____ County	Cities in _____ County
Cities in _____ County	Cities in _____ County
Cities in _____ County	Cities in _____ County
Cities in _____ County	Cities in _____ County

COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

CONFERENCE INVITATION: ☐ PRE-BID ☒ PRE-PROPOSAL

PROCUREMENT NO: **EC07-16** ISSUE DATE: **December 03, 2015**

CATEGORY: **9-1-1 Equipment & Emergency Notification Software and Services**

PURPOSE OF THE CONFERENCE

Prior to soliciting offerings for the supply of products and/or services described herein, the Houston-Galveston Area Council of Governments (**H-GAC**) will conduct a Conference for interested parties. At the Conference, **H-GAC** staff will solicit comments related to the requirements and specifications contained in this DRAFT document. Participants should be prepared to offer constructive suggestions regarding content and/or format. Information and comments received at the Conference will be considered by **H-GAC** staff when preparing the Invitation To Submit Competitive Responses. The objective is a clearly written and competitive specification.

Please closely study the contents of this document before attending the Conference. Proceedings will move swiftly and there will be no time for an effective review while it is underway. Prior review is important even if you are a previous supplier participant because significant changes may have been made since the last specification for this Product/Service was issued.

Participants should contact **H-GAC** a day or two ahead of the scheduled Conference date to confirm that the published date and time is still in effect.

More than 1,800 local governments, districts, state agencies and authorities participating in the H-GAC Cooperative Purchasing Program purchase products and services thru **H-GAC** contracts.

TENTATIVE PROCUREMENT SCHEDULE AND DETAILS

DRAFT SPECIFICATION / INVITATION:	December 03, 2015
PRE-BID/PROPOSAL CONFERENCE:	January 14, 2016 @ 9:00 a.m. CT; Conference Room B&C - 2nd floor
FINAL SPECIFICATION / INVITATION:	February 10, 2016
RESPONSES DUE:	March 09, 2016 @ 1:00 p.m. CT H-GAC Clock
PUBLIC RESPONSE OPENING:	March 09, 2016 @ 2:00 p.m. CT Conference Room C - 2nd floor
RECOMMENDATIONS TO BOARD:	May 17, 2016
CONTRACT START DATE & TERM:	July 01, 2016 thru June 30, 2018
The documents comprising this Invitation are available via (appropriate box(es) checked): ☐ **- E-mail** ☒ **- Web Download @ www.hgacbuy.org/bids**	
For questions regarding this Invitation, please contact: **Name: Beverly Levy Phone: 832-681-2592 E-mail: Beverly.Levy@h-gac.com**	

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions

SECTION B - Product/Service Specific Requirements (Draft)

SECTION C - **H-GAC** *FORMS* (Draft)

SECTION D - Pro-Forma (Sample) Contract

NOTICE TO MANUFACTURERS

H-GAC is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Texas, but throughout the country, we strongly urge you to participate in the process at the manufacturer's level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because the **H-GAC** Cooperative Purchasing Program is being used not only in the State of Texas, but **NATIONWIDE**. This means that **H-GAC** contractors will have a special advantage available to them in promoting sales to government agencies throughout the country… the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend all the associated staff time and taxpayer dollars. We believe an **H-GAC** contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the **H-GAC** staff member listed on the cover of this Invitation for additional information.

SECTION A

GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION NO. EC07-16

DESCRIPTION: 9-1-1 Equipment & Emergency Notification Software and Services

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1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC)** is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End User**s). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term *"aggregate"* in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term *"single occurrence"* differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under *"single occurrence."*

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

Contract Pricing Worksheet. The standard **H-GAC** form to by used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDRom, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "**Participant**" and "**Member**")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "**Participant**" and "**End User**")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC.**

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or **Product Item.** Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = American **N**ational **S**tandards **I**nstitute

ASTM = **A**merican **S**ociety for **T**esting and **M**aterials

ASME = **A**merican **S**ociety of **M**echanical **E**ngineers

CFR = U.S. **C**ode of **F**ederal **R**egulations

DOJ = U.S. **D**epartment **O**f **J**ustice

DOT = U.S. **D**epartment **O**f **T**ransportation

EPA = U.S. **E**nvironmental **P**rotection **A**gency
FAA = **F**ederal **A**viation **A**dministration
FMVSS = U.S. **F**ederal **M**otor **V**ehicle **S**afety **S**tandards
H-GAC = **H**ouston-**G**alveston **A**rea **C**ouncil of Governments
IEEE = **I**nstitute of **E**lectrical and **E**lectronics **E**ngineers
MVD = **M**otor **V**ehicle **D**ivision of Texas Department of Transportation
NFPA = **N**ational **F**ire **P**rotection **A**ssociation
NHTSA = **N**ational **H**ighway **T**raffic **S**afety **A**dministration
NIOSH = **N**ational **I**nstitute **F**or **O**ccupational **S**afety And **H**ealth
NIST = **N**ational **I**nstitute of **S**tandards and **T**echnology
NTEA = **N**ational **T**ruck **E**quipment **A**ssociation
OSHA = U.S. **O**ccupational **S**afety and **H**ealth **A**dministration
RRC = **R**ail**r**oad **C**ommission of Texas
SAE = **S**ociety of **A**utomotive **E**ngineers
TBPC = **T**exas **B**uilding and **P**rocurement **C**ommission (formerly GSC)
TxDOT = **T**exas **D**epartment **O**f **T**ransportation
UL = **U**nderwriter's **L**aboratories Inc.
VTCS = **V**ernon's **T**exas **C**ivil **S**tatutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC**'s objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror**'s sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.

b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.

c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC, and shall be considered to be in the public domain**.

e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements**,** or **Offeror's/Contractor's** obligations or entitlements.

f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.

g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.

h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.

i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.

j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.

k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.

l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC**'s sole discretion.

m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.

n. **H-GAC** reserves the right to:

- Reject any and all offers received in response to this Invitation.
- Reject any part of an offer received in response to this Invitation.
- Determine the correct price and/or terminology in the event of any discrepancies in any response.
- Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
- Accept responses and award contracts to as many or as few **Offeror**s as **H-GAC** may select.
- Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
- Hold discussions with **Offeror**s, although award may be made without discussion.
- Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
- Exercise any of these rights at any time without liability to any **Offeror**.

o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

7. SURETY FOR INSURANCE

Contractor shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC**'s insurance requirements.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

9. REFERENCES

a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.

b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:

- Agency name
- Contact person name
- Address
- Phone & Fax numbers
- Description of product(s) or service(s) and date sold

c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

10. INSURANCE

a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor**'s possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.

c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offeror**s that may be competing for this procurement.

No Financial Interest or Other Conflict

a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.

b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement renedered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

d. Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offeror**s to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.

b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC**'s Cooperative Purchasing Program.

13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response.** Further, it shall be **Contractor**'s responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

> **NOTE:** In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made **ONLY** with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a **Form A** from a licensed Texas Motor Vehicle Dealer

15. INTENT AND SCOPE OF SPECIFICATIONS

a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.

b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.

c. Responses shall be considered only from **Offeror**s that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.

d. **Offeror** shall show proof of ability to provide to **End User**s prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

a. Be new, unused, and not refurbished.

b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.

c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.

d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.

a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

b. Be available for inspection at any time prior to or after procurement.

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.

b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an “adder” or “deduct” amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.

c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.

d. Selection of Product Codes for which to submit an offer is at **Offeror**'s sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on **Form D**, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.

c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC**'s specifications. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

Options - General

a. Options are considered to be any features or accessories, other than **H-GAC**'s and Manufacturer's "standard" features or accessories.

b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.

c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.

b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC**'s sole discretion.

b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than $50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.

b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**"**.** Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.

c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.

b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.

c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.

d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror**'s base price for any Product shall be inclusive of the standard warranty.

e. Complete warranty information will be supplied to **End User** with each Product sold.

a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.

f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.

g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor**'s behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.

h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, **with the exception of orders for motor vehicles**. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.

b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.

c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of **H-GAC** and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".

b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown an any Contract Pricing Worksheet or other quote presented to the **End User**.

c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.

d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.

e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User**'s requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.

f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Responses shall be submitted in <u>two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders</u>. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.

b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.

c. All required **H-GAC** *FORMS* and documents shall be properly completed, without exception <u>or **Offeror**'s Response may be deemed non-compliant.</u> **Offeror** may not modify the format of any **H-GAC** *FORM* in any way. **Offeror** may photocopy or print blank *FORMS* as needed. Information submitted on the printed copies of the *FORMS* may not be handwritten except for signatures and initials. It is **Offeror**'s responsibility to insure that printed *FORMS* are clear and legible. <u>Handwritten and illegible entries may be rejected</u>. **Offeror**'s printed, stamped or typed name shall appear on every *FORM* submitted in the Response.

d. **<u>The entire response submission</u>** shall also be submitted on electronic media, including all required **H-GAC** *FORMS*. **Offeror** is strongly advised to make and work with <u>copies</u> of the original electronic *FORMS*. The originals can then be used to make additional electronic or printed copies of the blank *FORMS*. Signatures are not required on the electronic *FORMS*.

e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:

- The procedure to be used by an **End User** requiring repairs.
- Typical turn-around time on repairs.
- Service Department days and hours of operation.
- Number of qualified / factory trained service personnel normally on hand.
- Description of the parts inventory on hand.
- Training services, facilities and personnel available.

g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):

- Name and address of **Offeror**.
- Date and hour of public response opening.
- Bid/Proposal Invitation number.
- The statement: **"SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM"**.

H-GAC shall not be responsible for any Response not properly labeled.

h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.

i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror**'s expense.

j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.

k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.

l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required *FORM* or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant.

m. **First Section:**

- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
- **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
- **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
- References, formatted as described elsewhere herein.
- Service Organization Document, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form W-9 – Request for Taxpayer Identification Number and Certification**: Should be completed by each party to the response.

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on **Form D**.

- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
- Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
- **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.

n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

a. If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.

b. Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.

c. Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.

d. Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.

e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

29. INCONSISTENT INFORMATION

H-GAC review of responses supplied on **H-GAC** *FORMS* is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the *FORMS*. **Offeror**'s information supplied on the *FORMS* shall take precedence in the event any standard "boilerplate" type language included in **Offeror**'s response is inconsistent with the information supplied by **Offeror** on the **H-GAC** *FORMS*. In all cases, information on **H-GAC**'s printed *FORMS* supplied as part of **Offeror**'s response shall take precedence over information supplied on electronic media.

30. REJECTION OF RESPONSES

a. **H-GAC** may reject a response if:
   - **Offeror** misstates or conceals any material fact in the Response, or if,
   - **Offeror** does not strictly conform to law or the requirements of this Invitation.

b. **H-GAC** may reject any and all responses, and may reject any part of a response.

c. **H-GAC, at it's sole discretion,** may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.

b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.

c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.

d. Failure of **Offeror** to submit pricing for **frequently purchased** options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC**'s sole discretion.

For Proposal Responses:

e. **H-GAC** will evaluate proposals as detailed in Section B.

f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at it's sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.

b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.

c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror**(s) and shall be subject to acceptance by the successful **Offeror**(s) within thirty (45) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (45) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.

d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.

e. The contract shall include the following documents in the stated order of precedence:

1st The contract document signed by **H-GAC** and **Offeror**.
2nd This Invitation and all specifications referenced herein.
3rd **Offeror**'s response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC**.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

41. TAXES

HGAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

43. PRODUCT NOTICES & MAILINGS

H-GAC is NOT the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.

b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.

c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in **Contractor**'s **H-GAC** contract, except for pricing discounts.

d. **H-GAC** will prepare an "Order Confirmation" and send it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User**'s purchase document and **H-GAC**'s Order Confirmation.

e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE:** The Order Processing Charge is charged to **Contractor**, **EXCEPT in the case of motor vehicles**. For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by Contractor.

f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.

g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.

h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor**'s **H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.

c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.

d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.

e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.

f. Price change requests shall include **H-GAC Forms D** and **E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.

g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's** actual costs have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.

h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.

i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.

j. H-GAC reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at it's sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End User**s, at its sole discretion.

b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End User**s, at its sole discretion. If the change is rejected there will be no penalty to Contractor.

c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End User**s, at its sole discretion.

d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with **H-GAC**..

48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.

b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End User**s and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.

c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End User**s, and to efficiently, effectively and accurately service all requirements of the contract.

d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.

e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.

f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC**'s website.

g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.

h. **Reporting Requirements:**

- **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
- **End User** name
- Product/Service purchased, including Product Code if applicable
- End User Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- **HGACBuy** Order Processing Charge amount
- Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported.

i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

H-GAC Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at www.HGACBuy.org. At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

Information Items

- Contract information
- Procurement schedules
- Response requirements & specifications
- Product and option item catalog listings
- **End User** & **Contractor** information

Functions

- **End User** product inquiries
- Product configuration and price quotes
- Purchase Orders and Confirmations
- Shipping/Delivery notices
- Invoice generation
- Payment remittances, etc.

All **H-GAC Contractors**, as a condition of contract, will be required to work with **H-GAC** and it's E-Commerce provider(s) to maximize use of E-Commerce within the context of **H-GAC** Cooperative Purchasing business**. Offeror** is encouraged to refer to **H-GAC**'s Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact **H-GAC** for assistance.

50. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC**'s offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

51. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Office Services Manger of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC**'s Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a

party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Office Services Manager will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Office Service Manager immediately. The Office Service Manager will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Office Service Manager's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

52. NATIONWIDE SALES OPPORTUNITIES

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End User**s in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor**'s differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

End of Section A
GENERAL TERMS & CONDITIONS

SECTION-B

PRODUCT SPECIFIC REQUIREMENTS
For
9-1-1 Equipment & Emergency Notification Software and Services

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1. BACKGROUND & PURPOSE

This is an invitation to submit competitive proposals for a variety of 911 equipment and services, to be made available for sale to Members of HGAC's Cooperative Purchasing Program. This invitation will seek to establish "blanket" type contract(s), from which our Members may voluntarily purchase goods and services. HGAC's Cooperative Purchasing program is available to governments and qualified non-profit entities throughout Texas and in most other states.

2. SCOPE OF OFFERINGS

HGAC's expectation is to receive proposals and to subsequently to establish contracts for a comprehensive range of 911 equipment, software and services, to offer to HGAC local government program members. In that regard, Proposer is expected to provide a thorough, complete, priced offering of all available 911 related products and/or services. HGAC will evaluate each proposal relative to the other offerings, and with respect to the depth and breadth of technology types and brands, pricing, vendor experience, et cetera. HGAC is prepared, where the technologies available, and it is deemed in the best interest of our Members, to award multiple vendors, covering different disciplines, proprietary technologies, and packages. HGAC will seek to minimize duplication of awarded technologies and brands, but our goal is to contract for a variety of technologies and solutions, affording our members a broad choice in their 911/PSAP needs. It is the responsibility of Proposer to present a detailed offering, highlighting the strengths and any unique attributes that Proposer and its products bring to HGAC and our member agencies. Proposer's proposal shall cover one or more of the following categories.

The H-GAC product categories covered by this Invitation include:

- **A.** 911 equipment, including fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable.
- **B.** Software: 911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), et cetera.
- **C.** Emergency notification equipment, software, and services (note: ongoing monitoring fees should be priced as annual or multi-annual fees to accommodate HGAC's one time fee accrual process).
- **D.** Furniture, consoles, et cetera
- **E.** Other 911 related equipment, systems and services not otherwise specified

3. STANDARDS

As applicable, at a minimum, all products offered and contracted pursuant to this Invitation must meet all applicable requirements established in the most current edition of NENA Minimum Standards for Emergency Telephone Notification Systems, and NENA Technical Standards: 01-Technical Standards Administration; 02-Technical Data; 03-Technical Network; 04-Technical PSAP; 05-Wireless; 06-Technical ALEC & Private Switch.

4. STRUCTURE OF RESPONSE AND REQUIRED INFORMATION

In addition to the HGAC Form-A, Form-B, Form-C, Form-D, and Form-H, Proposer shall provide the information described below, **labeled** to correspond with the designated Segment headings below. Format is at Proposer's discretion, unless otherwise stipulated.

Segment-A: Proposer Qualifications

(This should be placed in the "First Section" of proposal (ref. instruction in Section-A, subsection 27))
Proposals shall be considered only from those organizations having resources necessary to provide required products to HGAC members. In that regard, Proposer shall furnish, at a minimum, the information requested below. Any involvement of affiliations and partnerships should also be addressed.

1. Company history, evolution, organization, and staffing (including details on installation capabilities - from in-house staff and/or subcontractors).
2. Sales office locations and geographic areas served.
3. Factory and service center locations.
4. References: at least five government entities which have purchased offered products within the past two years (entity names, plus description and value of products purchased). Proposer may include any letters of endorsement which may be available from the supplied references.

Segment-B: Customer Service Capabilities

(This should be placed in the "First Section" of proposal (ref. instruction in Section-A, subsection 27))
Proposer shall describe each of the following:

1. Capability of addressing HGAC's increasingly nationwide scope, including plans for selling to HGAC Members in Texas, and beyond.
2. Customer training provided, and on what basis (associated pricing should be included in proposal).
3. Warranties, policies, and procedures for handling problems and returns

5. PRICING

As described in **Section-A**, for each purchase order under an awarded contract, **H-GAC will invoice the contractor directly for the 1.5% H-GAC purchase order processing charge** on the total value of each order placed with a contractor through the Program. It is Bidder's responsibility to take this into consideration when preparing **Form-D** and **Form-E** bid pricing, building this fee into Base Pricing and options pricing accordingly (for example, a 20% discount-off-list price should ideally be listed on Bidder's bid as 18.5%).

Proposer shall price and describe the specific products and services offered. The information shall be provided on the HGAC **Form-D**, and if necessary, on supplemental forms of Proposer's choosing. **Proposer shall provide**:

1. A comprehensive list of all products and services being offered for contract, including the specific contract pricing. **Pricing on equipment may be in the form of:** (1) specific HGAC line item pricing list, with a description included of the brand, item, and discount amount off list (i.e. %); and/or, (2) **complete** catalog pricing, whereby entire product catalogs are listed and priced (percentage off list) on Form-D (in which case, Proposer shall include catalog and list price/dealer price books with proposal, electronically). Additionally, quantity discounts and other incentive programs which will be made available should also be addressed.
2. Basic specification information for products and systems offered (e.g. cut/tear sheets, brochures, etc.), such that the basic capabilities and features of the equipment offered can be ascertained.

3. If normally available, provision of extended warranty and maintenance services beyond those provided with purchase of equipment should be addressed and priced.

6. EVALUATION OF PROPOSALS

Evaluation of proposals will be based solely on the judgment and determination of HGAC staff. Proposals will be evaluated in two stages.

The first stage will be a general evaluation of the completeness of the proposal, taking into account all requirements for submission detailed in Section-A, General Terms & Conditions. Proposals deemed to be responsive will then be passed to the second stage.

The second stage of evaluation will involve review of the information supplied in response and a force ranking of responses relative to other proposals. The table below summarizes the ranking. A maximum possible score is 50 and a minimum score, for which HGAC will consider extending a contract, is 40 (80%)

HGAC, at its sole discretion, will determine which Proposers shall be offered contracts, by targeting those contracts that are deemed to best serves the interests of Program members. HGAC reserves the right to factor in **historic sales performance of current/past HGAC vendors and the fit of their products/services within the scope of our members' needs**.

Proposal Evaluation Criteria	**Ranking**
First Stage	
Overall compliance of proposal with Section-A requirements	**Pass/Fail**
Second Stage (Maximum Score of 50)	
Proposer qualifications (Segment-A, etc.)	**10 Points**
Sales & service capabilities (Segment-B, etc.)	**20 Points**
Depth and breadth of offering and pricing (Form-D, thoroughness of pricing, complete catalogs, etc.)	**20 Points**

7. CONTRACT AWARDS & NEGOTIATION

One or more contracts may be recommended in each of the broad product categories. Offerings made by a single Proposer in more than one product category will be considered separately. On approval of an award recommendation by the HGAC Board of Directors, a contract will offered to the recommended awardees. At HGAC's discretion, if the parties are unable to come to agreement on the contract, HGAC may withdraw offer.

---------- End of Section B ----------

SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: EC07-16

Title: 911 Equipment & Emergency Notification Software and Services

This Section contains the following **H-GAC** *FORMS* .

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form D:	Offered Items Pricing
Form E:	Published Options

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except as may be specified on the *FORM* .

ALL completed *FORMS* must also be submitted electronically on electronic media (DVD, CDRom, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwrite this Form. Information must be typed in.)

Invitation No.: EC07-16

Invitation Title: 911 Equipment & Emergency Notification Software and Services

Offeror Company: _____

(Legal name of business which will appear on contract, if awarded)

Offeror Status: ☐ **Manufacturer** ☐ **Dealer/Distributor** ☐ **Other**

Response Type(1): ☐ **Single Offeror Acting Alone Or As Lead** ☐ **Multiple Offerors Acting Jointly**

Contract Signatory(2): _____ **Title:** _____

Mailing Address(3): _____

Street/PO Box City State & Zip

Physical Address: _____

Street City State & Zip

Phone: _____ **Fax:** _____

Email Address: _____

Federal Tax ID No.: _____ **Web Page URL:** _____

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4): _____ **Title:** _____

Mailing Address: _____

Street/PO Box City State & Zip

Physical Address: _____

Street City State & Zip

Toll Free Phone: _____ **Fax:** _____

Email Address: _____

(4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: _____ **Title:** _____

Printed Name: _____ **Date:** _____

FORM B - HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES **Procurement No.:** EC07-16

Title: 911 Equipment & Emergency Notification Software and Services

Offeror:

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is comitted to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relavant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By:	
Title:	Date:

HUB Status Of Offeror

☐ Offeror is a HUB, as detailed below. ☐ Offeror is not a HUB.

Designation(s): ☐ HUB ☐ DBE ☐ MBE ☐ WBE ☐ Other

Certifying/Listing Authority(s):

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

☐ Subcontractor List attached. ☐ No Subcontractors will be used.

FORM C - RESPONSE CHECKLIST | **Procurement No.:** EC07-16

Title: 911 Equipment & Emergency Notification Software and Services

Offeror:

This *FORM* is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. **Responses that do not comply with all requirements may be considered non-compliant.** Offeror's signatory must review each item below, and certify by initialing in the space to the right.

	This Response Includes:	**Init.**
1	An "Original" hard copy of the **COMPLETE** submission, including all required *FORMS,* plus one copy, each in a separate **hard-sided** 3-ring binder.	
2	A copy of the **COMPLETE** submission, including all required *FORMS*, in **electronic format** (CD, DVD, flash drive).	
3	An originally signed **Form A** from all entities who are party to this submission and who should be offered a contract if this submission is successful.	
4	The required list of **References**.	
5	Details of "**Service Organization"**, including locations, hours, personnel and parts/service availability. (Applies to hard goods only.)	
6	Complete **Warranty Documentation** for all Products offered.	
7	The manufacturer's latest **Specification Documents** detailing standard features, operating characteristics, etc., for all products offered.	
8	**Form CIQ**, if required by law, completed and signed. (The Form, and instructions for its use, can be found at: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm) If Form CIQ does not apply, put "N/A" in the box to the right.	
9	If the **Non-Resident Reciprocal Bid Act** applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A"	
10	If offer includes motor vehicles to be sold in Texas, copies of all current licenses as required by the Texas Motor Vehicle Commission.	

FORM D - OFFERED ITEMS PRICING	Procurement No.:	EC07-16
Offeror Name:		

H-GAC Product Code	Item Description (Offeror may not change any desctiption or add items)	Offered Price

FORM E - PUBLISHED OPTIONS	Procurement No.:	EC07-16

Offeror Name:	
Notes: (Important)	1) Use a single **Form E** for ALL Option/Accessory items and quote each on a single, separate line. **DO NOT** use multiple **Form E**'s… Add or insert additional lines as necessary. 3) Completely describe each item. Include the manufacturer's code or part number. Each item listed **MUST** have a unique code or part number so that it can be identified in any subsequest contract. 4) Options which replace standard equipment on a **Form D** Item should be priced net of any credit due for the replaced item. 5) Options which are upgrades/downgrades of a **Form D** Item should be priced at the differential amount between the cost of the **Form D** Item and the upgrade/downgrade option.

Code or Part No.	Option Description	Offered Price

FORM-H

Technology and Brand Overview

PROPOSAL #EC07-16
911 Equipment & Emergency Notification Software and Services

A completed copy of this form must be provided with Proposer's response. On the table below, for each EC07-16 product or service priced, proposer shall indicate which broad product categories and brands are covered with proposer's offering, and provide a summary of the specific technology types. Product and service descriptions beyond this form shall be detailed in proposals.

PRODUCT CATEGORIES	**PRODUCT LINES PRICED ON THIS PROPOSAL : (Manufacturers and Description of Specific Technology Type)** (e.g. "ABC, Inc: CAD mapping software")
A: 911 equipment, including fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, recorders,fiber optic cables, et cetera	
B: Software: 911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, Automatic Number/Location ID (ANI/ALI), et cetera	
C: Emergency notification equipment and software (outbound public safety notifications solutions)	
D: Furniture, consoles, et cetera	
E: Other 911 related equipment, systems and services not otherwise specified	

This is a sample of the contract that will be sent to you for execution IF you are recommended for a contract award. Do NOT complete and return with your Response.

A CONTRACT BETWEEN **HOUSTON-GALVESTON AREA COUNCIL,** Houston, Texas AND _____

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 100, Houston, Texas 77027, AND**,** _____ hereinafter referred to as the **CONTRACTOR,** having its principal place of business at _____.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a _____ Contract to become effective as of _____, and to continue through _____ (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of _____ offered by the **CONTRACTOR.** The **CONTRACTOR** agrees to sell _____ through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:_____, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No:_____, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with END **USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on

any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR .**

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC. H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to**,** and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract , routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless,

within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC** , its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of **any** suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract**,** including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked**, CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council,** Houston, Texas:_____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council,** Houston, Texas:_____
Deidre Vick, Director of Public Services
Date:_____ , 20___

Signed for_____ _____

Printed Name & Title:_____ Date:_____ 20___

Attest for_____ _____

Printed Name & Title:_____ Date:_____, 20___

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

INDEX

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

1. General

1.1 Universal Emergency Number Service (911) is a telephone exchange communications service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive and answer telephone calls placed by dialing number 911; it includes the services provided by the lines and may include equipment associated with the service arrangement for the answering, transferring and dispatching of public emergency telephone calls dialed to 911.

911 service is offered subject to the availability of facilities.

The 911 service customer may be a municipality, a council of governments, a communication district, or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility to respond to telephone calls from the public for emergency police and fire service within the telephone central office areas arranged for 911 service calling. (D)

2. Regulations

2.1 This service is limited to the use of central office telephone number 911 as the universal emergency telephone number. All agencies (i.e., fire, police and ambulance) that serve the same end user customer must be a part of one 911 system.

2.2 The 911 emergency telephone number is not intended to be a total replacement of the telephone service of the various public safety agencies which may participate in the use of this number and the public safety agencies must subscribe to other telephone service as provided in 2.19, following. (C)

2.3 The service is furnished to the customer only for the purpose of receiving reports of emergencies by the public.

2.4 911 service will be provided to only one PSAP for calling from any telephone number within any central office serving area, except that E911 service may be provided to more than one PSAP within a central office serving area if the Selective Routing (SR) service feature is provided. When E911 service is furnished to a customer with the SR service feature for a part of a central office serving area, if a request is received from a governmental unit with police and fire public safety responsibility for other parts of the central office serving area, that governmental unit must subscribe to a combination of E911 service features which includes the SR service feature at the rates specified in this tariff.

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

2. Regulations (cont'd)

(D)
(D)

2.5 911 service is a telephone exchange communications service and is arranged for one-way incoming service to an appropriate PSAP. Outgoing calls can only be made on a transfer basis. (T) (D) (D)

2.6 911 service is provided solely for the benefit of the customer; the provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any SBC obligation toward, or any right of action on behalf of, any third person or other legal entity. (T) (T)

2.7 The Company does not undertake to answer and forward 911 service calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customer's premises. (T)

2.8 When SBC is the database provider, any terminal equipment used in connection with 911 service, whether such equipment is provided by the Company or the customer, shall be configured so that it is unable to extract any information from the 911 database other than information relating to an emergency call. Any subscriber information obtained from the 911 database in connection with an emergency call shall be used solely for the purpose of answering, handling and responding to emergency calls in a manner consistent with the nature of the emergency. Any permanent record associating a subscriber's telephone number with his name or address shall be secured by the customer and disposed of in a manner that will retain that security. The above is not meant to limit the use of manual query for the purpose of providing public safety service. SBC shall use its database solely for the provision and/or billing of emergency services in accordance with its tariff and applicable PUC rulings and orders (T) (T) (C) (C) (N) (N)

The use of Automatic Location Identification (ALI) on anything less than an entire SBC central office basis requires ALI rates based on the number of Exchange Access Arrangements (EAAs) served by that SBC central office or alternatively, the number of ANIs served by that SBC central office. The ALI rates for a central office may be divided among 911 customers when they so agree. (T) (T) (N) (N)

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

2. Regulations (cont'd)

2.9 Temporary suspension of service is not provided for any part of 911 service.

2.10 911 service information of telephone subscribers is confidential and the customer agrees to use such information only for the purpose of responding to emergency calls.

2.11 The telephone subscriber forfeits the privacy afforded by nonlisted and nonpublished service to the extent that subscriber information associated with the originating station location are furnished to the PSAP. The telephone subscriber (published and nonpublished) consents to the storage and retention of the subscriber name, telephone number and address in the 911 database and also consents to access to this information by the 911 customer for the sole purpose of responding to an emergency call.

2.12 The Company's entire liability to any person for interruption or failure of 911 service shall be limited by the terms set forth in this section and other sections of this tariff. SBC or its officers or employees may not be held liable for any claim, damage, or loss arising from the provision of 911 service unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct.

2.13 The rates charged for 911 service do not include, and the Company does not undertake, inspection or constant monitoring to discover errors, defects and malfunctions in the service. The customer has the responsibility to report all errors, defects and malfunctions in the service to the Company.

2.14 Adjustments for service interruptions experienced by the customer or by persons calling the PSAP are governed by and limited to 'Regulations Applying to All Customers' Contracts' found in Part 2, Section 2 of the AT&T Texas Guidebook. (T) (T)

2.15 911 service is furnished subject to all operating failures and interruptions including, but not limited to, equipment breakdowns, errors, defects, malfunctions and interruptions of service experienced in the regular telephone exchange system. 911 service is furnished subject to any additional forms of service failures and service degradations resulting from the complexity of the service arrangement, program errors and failures, delays and errors in the input and processing of data used by the 911 database associated with the E911 service arrangement. The rates provided for this service are subject to the limitations which appear in this section and in other sections of this and other tariffs and Guidebooks. (T)

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

2. Regulations (cont'd)

2.20 When the E911 Selective Router service feature is provided, the customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service within various portions of the E911 service area. An Emergency Service Number (ESN) will be provided by the Company for each such combination. 911 ESNs will be carried in the selective router to permit routing of E911 service calls to the appropriate primary and secondary PSAPs responsible for handling E911 service calls from each telephone in the E911 service area. (T) (T) (D) (C) (C)

Where SBC Texas is the database provider, the customer is responsible for providing the following information: (C) (T)

2.20.1 Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished by the 911 customer in a format mutually acceptable to all parties for that purpose at a mutually agreed upon time prior to the effective date of the service. (C) (C) (T) (N)

2.20.2 After establishment of service, it is the 911 customer's responsibility to continually verify the accuracy of the routing information contained in the Master Street Address Guide (MSAG) and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations, and other changes in municipal and county boundaries, incorporation of new cities, or any other matter that will affect the routing of E911 service calls to the proper PSAP. (T) (T)

2.20.3 The Company will provide to the customer, upon request, complete listings contained in the MSAG to permit customer verification of the accuracy of the police, fire and ambulance PSAP routing designations. (T) (C)

2.20.4 Changes, deletions and additions which the customer desires to have made in the MSAG should be submitted as they occur. (T) (D)

(D)

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

2. Regulations (cont'd)

2.21 Cancellation of the service in whole or in part by the customer prior to establishment thereof, will require payment of an amount equal to the cost of engineering, manufacturers' billings resulting from equipment orders, installation, assembly, labor, cost of removal and any other costs incurred up to the time of cancellation resulting from the customer's order for service, but not to exceed the total nonrecurring charges. (T)

2.22 To the extent allowed by law, each customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others. (T) (T) (T)

2.23 To the extent allowed by law, the customer also agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence or other wrongful act of the Company, the customer, its user, agencies or municipalities or the employees or agents of any one of them. (T) (T) (T) (T)

2.24 Summarized 911 database and ALI information and processing metrics shall be made available to the 911 customer on request. The content, format, and frequency of the reports will be determined by the Company in conjunction with the 911 customer. Such reports will be provided on an ICB basis and consistent with interconnection agreements to which the Company is a party and applicable PUC rulings and orders. (T) (T) (T) (T) (T)

2.25 Network traffic studies will be made available to the customers on request. The studies will be performed on a time and materials basis. (N) (N)

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

3. Explanation of Terms

911 Database Management Services Provider: The entity designated by a 911 administrative entity to provide 911 database management services that support the provision of 911 services. (N)

911 Database Service: Services purchased by the 911 service customer that accepts, processes and validates subscriber record information for purposes of processing and routing of 911 emergency calls, and Automatic Location Identification. This service also provides database reports.

911 Network Services Provider: The Certificated Telecommunications Utility (CTU) designated by the 911 administrative entity to provide 911 network services. (N)

(D)

(D)

E911: Enhanced 911 (E911) telecommunications system which includes network switching, database and PSAP terminal equipment elements capable of providing Selective Routing, Selective Transfer, ANI and ALI. (C) (C)

E911 Service Exchange Line: A line originating at the Selective Router and terminating at a PSAP.

Additional E911 Service Exchange Line: An additional line terminating at a PSAP that may be ordered by the customer as an optional feature. (N)

Alternate Database Provider: A 911 Database Management Services Provider other than SBC or a provider of ALI information from a source other than the SBC 911 database. (N)

(C)

Alternate Routing: A service control office feature which allows E911 service calls to be routed automatically to a designated alternate location if all E911 service lines to a primary PSAP are busy, or a primary PSAP closes down for a period (night service). (C)

Automatic Location Identification (ALI): An E911 feature by which the address and name associated with the calling party's telephone number (identified by ANI) is forwarded to a primary or secondary PSAP for display. The address displayed on calls placed from additional telephones with the same telephone number at another address location will be that of the main service location. (M)

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

3. Explanation of Terms (cont'd)

ALI Record: A fully edited and MSAG validated customer name and address record associated with an ANI and stored in the SBC ALI database. The term includes records from SBC and other CTUs. The term does not include name and address records returned to the originating company due to errors. (N)

Automatic Number Identification (ANI): A 911 service feature which provides the ability to obtain the calling customer's telephone number from the end office switching system and forward the calling customer's telephone number to a primary or secondary PSAP for display. (C)(M)(T)(C)(M)

Automatic Number Location (ANI) Record: A record associated with ANI, processed by the DMS, and stored in the SBC Selective Routing database and/or the ALI database as applicable. The term includes records from SBC, other CTUs, PBX providers, and Alternate Database Providers. (N)

(D)

Central Office Identification: A three-digit number provided in lieu of ANI, under special circumstances, which appears on the ANI display to enable PSAP personnel to identify the central office from which the 911 call originated. (C)

Data Management System (DMS): A system of manual procedures and computer programs used to create, store and update the data required for the SR and ALI service features. Available only with E911. (N)

Default Routing: A standard Selective Routing feature which provides the capability to automatically route an E911 service call to a predesignated PSAP or other location either when the Selective Routing service feature is not provided or when the Selective Routing service feature is provided but a particular E911 service call cannot be selectively routed for any reason. (T)(T)

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

3. Explanation of Terms (cont'd)

Display and Transfer Unit: A selector console and associated common equipment for displaying ANI telephone numbers at a PSAP attendant position and used by an attendant to activate fixed, manual and/or selective call transfer services.

Display Unit: The display unit and associated common equipment for displaying ALI address or location information at PSAP attendant position. (C)

(D)
(D)

End Office: A central office in the E911 service area which receives E911 service calls.

Enhanced 911 (E911) Service Control Office: The office providing tandem switching capabilities for E911 service calls from all end offices. It controls the switching of ANI information to a PSAP and also provides the Selective Routing service feature, Speed Calling features, call transfer services for each PSAP. (T)
(D)

Exchange Access Arrangement (EAA): A telephone facility between a subscriber's premises and the telephone exchange network point. The number of exchange access arrangements served by an end office is equal to the total number of residence main telephones, business main telephones (excluding toll stations, WATS stations and dispatching terminals), PBX trunks, Centrex main stations, selected Direct Inward Dialing stations and other applicable main telephones. (T)

Forced Disconnect: A standard service control office feature of E911 service which enables a PSAP attendant to release a connection even though the calling party has not hung up. This helps prevent blocking of the 911 service lines at a PSAP location. (C)
(C)

Idle Tone Application: A feature that allows the PSAP attendant to distinguish between calls abandoned before they are answered and instances in which the calling party is unable to speak for any reason. If the call is abandoned, a distinct tone is heard. No tone is heard at the PSAP if the caller is on the line but unable to speak. (D)
(D)

MSAG Record: A record will exist in the MSAG database for each unique combination of street name, street number range, community name, exchange and ESN for a specific geographic area. (N)

Network Control Modem (NCM) installation: Installation that includes two NCMs (one at the PSAP, one at the selective router), mounting rack, wiring, installation and maintenance or replacement as needed. (N)

/1/

(D)
(D)

/1/ Material now appears on 1st Revised Sheet 10 in this Section.

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

3. Explanation of Terms (cont'd)

Public Safety Answering Point (PSAP): An answering location for 911 service calls originating in a given area. A PSAP may be designated as primary or secondary which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call /1/ /1/

Selective Routing (SR): A service feature which routes an E911 service call from an end office to a designated primary PSAP based on the ANI and ESN of the calling party.

Selective Routing Call Transfer Services: Service control office features available for each PSAP which provide the capability for an established E911 service call to be transferred to another PSAP or to some other desired destination by a PSAP attendant. The following characteristics identify the two types of call transfer services which may be used with E911 service. (N)

Manual Transfer: Enables a primary or secondary PSAP attendant to transfer incoming E911 emergency calls.

Selective Transfer: Enables a primary or secondary PSAP attendant to transfer an incoming E911 emergency call to another agency (associated through the calling party's ANI telephone number). (N)

Service Area: The geographical area is which the customer will respond to all 911 calls and dispatch appropriate emergency assistance.

Serving Central Office: The central office from which a PSAP, either primary or secondary, is served.

Speed Calling: A service control office feature which enables a PSAP attendant to place calls to a predesignated location by dialing a 2-digit number. (C)

(D) (D)

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

4. 911 Service Features

(D)

(D)

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

4. 911 Service Features (cont'd)

4.1 E911 Combination Service (C)

4.1.1 Subject to the availability of facilities, E911 Combination service is offered with four different combinations of service features. (C) (C)

(A) Automatic Number Identification (ANI)

Charges are based on the total number of exchange access arrangements served by the end offices for which ANI information is available for display at a PSAP. (D) | (D)

(B) Automatic Number Identification and Selective Routing (ANI/SR) (T)

Charges are based on the total number of ANI records served by the end offices to which both ANI and SR apply. (C)

(C) Automatic Number Identification and Automatic Location Identification (ANI/ALI) (T)

Charges are based on the total number of ANI records served by the end offices to which ANI and ALI apply. (C)

(D) Automatic Number Identification, Automatic Location Identification and Selective Routing (ANI/ALI/SR) (T)

Charges are based on the total number of ANI records served by the end offices to which ANI, ALI and SR apply. (C)

(D) | (D)

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

4. 911 Service Features (cont'd)

4.1 E911 Combination Service (cont'd) (T)

4.1.2 Each combination of service features includes provision of E911 service lines to all primary PSAPs and to secondary PSAPs that are equipped to display ANI information. The number of lines to a PSAP will be determined by the Company based on anticipated call volumes. Secondary PSAPs, which do not meet these specifications, will receive calls on a transfer basis over the exchange network or additional E911 service exchange lines, which the customer may subscribe to. (T) (D) (T)

4.1.3 The following standard features are included with each combination of service features. (T)

- Forced Disconnect (T)
- Default Routing
- Alternate Routing (night service)
- Speed Calling
- Central Office Call Transfer Services (T)

4.2 E911 Service Elements (N)

E911 Service Elements are the individual E911 Facilities, Service Features, and Other 911 Services elements that can be purchased separately to support an E911 system. (N)

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

5. 911 Service Rates and Charges

5.1 Messages

5.1.1 No charge will be applied by the Company to the calling party for calls placed to the 911 telephone number. (T)

5.1.2 Charges for messages transferred over exchange facilities from a PSAP are billed according to rates applicable for calls placed within the service area of the serving central office.

5.1.3 Rates and charges as applicable are subject to and shall be interpreted consistent with the Stipulation and Memorandum of Understanding filed in P.U.C. Docket No. 26972. (D)

(D)

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

5. 911 Service Rates and Charges (cont'd)

5.2 E911 Combination Service (C)

	Service Establishment Charge	Monthly Rate	Non-recurring Charge	USOC	
5.2.1 Automatic Number Identification, per 1000 exchange access arrangements served. {1}	NA	$25.45	$ 151.00	E8X	(T)
					(D) | (D)
5.2.3 Combined Automatic Number Identification and Selective Routing, per 1000 ANI records served. {1}	89.05{2}	91.15	1,470.50	E8T	(T) (C)
5.2.4 Combined Automatic Number and Location Identification, per 1000 ANI records served. {1}	89.05{2}	96.45	l,172.45	E8V	(T) (C)
5.2.5 Combined Automatic Number and Location Identification and Selective Routing, per 1000 ANI records served. {1}	89.05{2}	108.10	1,748.75	E8Z	(T) (C) (T)
5.2.6 Additional E911 service exchange line termination at a PSAP (optional)	NA	71.00	135.10	E8K	

{1} Rounded to the nearest 1000 EAAs/ANIs served (e.g., 1499 or less rounds to 1000; 1500 to 2499 rounds to 2000), with a minimum billing of 1000 EAAs/ANIs per service feature, based on the maximum number of EAAs/ANIs in service during the most current twelve-month period at the time service is established and adjusted annually from the service establishment date. For each service combination where the count of EAAs/ANIs is adjusted upward, nonrecurring charges apply for each additional 1000 EAAs/ANIs. (C) (C) (C) (C)

{2} This Service Establishment Charge is applicable only with the initial combination of service features which includes ALI or SR. Customers with ALI or SR changing to another combination of service features which includes ALI or SR do not incur this charge.

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

5. 911 Service Rates and Charges (cont'd)

5.3 E911 Service Elements

	Service Establishment Charge	Monthly Rate	Non-recurring Charge	USOC
5.3.1 Facilities				
A. PSAP Make Busy Circuit	NA	$90.00	$450.00	
B. Network Control Modem (NCM)(1)	NA	NA	3,756.00	
C. ALI Data (Analog) Circuit from PSAP to SBC Database {2}	NA	120.00	400.00	
D. ALI Data Circuit (Other technologies)	NA	ICB	ICB	
E. E911 service exchange line	NA	71.00	135.10	
F. SBC End Office to Selective Router Trunk	NA	39.00	165.00	
5.4 Service Features				
5.4.1 Selective Routing {3} (Per 100 ANI records)	NA	1.40	NA	
			Per Hour Rate	
5.5 Other 911 Services				
5.5.1 Network Traffic Study	NA	NA	$70.00 {4}	

(1) NCM needs to be purchased in conjunction with the PSAP Make Busy Circuit. If not an SBC PSAP, other charges may apply.

{2} Rate elements apply to PSAPs located in SBC's certificated areas. Rates for non-SBC PSAPs are done on an ICB basis.

{3} Rounded up to the next 100 ANI records (e.g., 99 or less records to 100; 101-199 records rounded up to 200 records).

{4} Any incremental time is rounded up to the next whole hour.

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

5. 911 Service Rates and Charges (cont'd)

5.5 Other 911 Services (cont'd) (N)

	Monthly Rate	Nonrecurring Charge
5.5.2 Database Service		
A. MSAG Management (per 1000 ALI records) {1}	ICB	ICB
B. Automatic Location Information Services Database Record Storage and Maintenance Processing of all records submitted to the 911 database for update (Per 1000 ALI records){1}	ICB	ICB

(N)

5.6 PSAP Equipment {2} (T)

	Service Establishment Charge	Monthly Rate	Non-recurring Charge	USOC
5.6.1 Automatic Number Identification				
A. Master Controller providing common equipment, wiring and trunk equipment for up to four incoming lines and/or four Display and Transfer Units	NA	$221.50	$5,802.65	E9S
B. Auxiliary Controller providing common equipment and wiring for next eleven incoming lines and/or Display and Transfer Units, (maximum one per Master Control)	NA	60.40	1,450.65	E9E
C. Trunk equipment required with Auxiliary Controller for up to four incoming lines and/or Display and Transfer Units, (maximum three per Auxiliary Controller)	NA	16.95	445.10	E9Y

(M)

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

5. 911 Service Rates and Charges (cont'd)

5.6 PSAP Equipment {1} (cont'd) (T)

	Service Establishment Charge	Monthly Rate	Non-recurring Charge	USOC	
5.6.1 Automatic Number Identification (cont'd)					(M)
D. Display and Transfer Unit		$ 14.85	$ 373.60	E9U	
Commercial power conversion unit (optional)	NA	37.10	870.40	E9P	(M)
5.6.2 Automatic Location Identification					
A. Master Controller for up to three ALI Display Units					
- installed at same time as ANI equipment	$678.30	386.85	7,074.45	E8L	
- added to existing ANI system.	678.30	386.85	7,420.25	E8L	
B. Auxiliary Controller for up to four additional ALI Display Units (maximum three per Master Controller).	NA	37.10	751.15	E8N	
	NA	68.90	945.90	E8P	
C. Display Unit	NA	1.05	63.60	E8Q	
D. Interior wiring for Display Unit.					

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

5. 911 Service Rates and Charges (cont'd)

5.7 Subsequent Installation Charges {1} (T)

Additional PSAP equipment may be added subsequent to the initial establishment of service upon payment of the following subsequent installation charges which are in addition to applicable nonrecurring charges. Only one subsequent installation charge will apply per customer request. The highest rate applies when two different pieces of equipment are involved.

		Installation Charge	USOC
5.7.1	ANI Auxiliary Controller	$373.60	E9E
5.7.2	ANI Trunk Equipment	437.15	E9Y
5.7.3	ANI Display and Transfer Unit	274.25	E9U
5.7.4	ALI Auxiliary Controller	302.05	E8N
5.7.5	ALI Display Unit	290.15	E8P

5.8 Moves and Changes

5.8.1 Nonrecurring charges for a new combination of E911 Combination service features which includes a service feature already subscribed to by the customer will be based on the difference between the nonrecurring charges previously paid by the customer and the nonrecurring charges for the new combination of E911 Combination service features requested. (C) (C)

5.8.2 Charges for customer requests which necessitate a redesign of the service will be based on the rates and charges specified in this tariff for the combination of E911 Combination service requested, excluding nonrecurring charges previously paid for the same E911 Combination service. (C) (C)

5.8.3 Customer requests to move equipment located on the customer's premises will be based on actual costs incurred, not to exceed the nonrecurring charges specified in this Subsection 5.

5.8.4 For E911 Combination Service customers, installation of additional facilities necessary to maintain the level of service described in 2.16, preceding, will be provided by the Company at no additional charge to the customer. (C) (T)

{1} Obsolete, applicable only to existing service arrangements prior to the effective date of this tariff. (N) (N)

AMENDMENT NO. 2 TO
WIRELESS E9-1-1 SERVICE AGREEMENT

This Amendment No. 2 to the Wireless E9-1-1 Service Agreement dated September 1, 2007 by and between **The City of Laredo as Administrator for South Texas Development Council (STDC)** and **Sprint Spectrum L.P., a Limited Partnership organized under the laws of the State of Delaware, Nextel of Texas, Inc. and NPCR, Inc. (jointly Sprint Nextel)** for the installation and provision of E9-1-1 Service (Agreement) is entered into as of September 1, 2011.

NOW, THEREFORE, the Agreement between the Parties is amended as follows:

"Attachment 3 – Appendix 1" to the Agreement is deleted in its entirety and replaced with the attached "Attachment 3 – Appendix 1 – Effective 9/1/11."

"Attachment 4" to the Agreement is deleted in its entirety and replaced with the attached "Attachment 4 – Effective 9/1/11."

Except as amended herein, the Agreement shall remain in full force and effect through its term.

The City of Laredo as Administrator for South Texas Development Council (STDC)	**SPRINT NEXTEL**
Signature	Signature
Carlos Villarreal	Ralph R. Smith
	Printed Name
City Manager, City of Laredo	Manager - Interconnection Solutions
	Title
8/5/11	August 31, 2011
Date	Date

Attachment 3 - Appendix 1 - Effective 09/01/11							
Entity Name	Quarterly Sub Count	Total Quarterly Sub Count	Monthly Sub Count	NRE Subcount Projection	Maximum NRE Estimate (NRE Subcount X $.25)	Maximum MRC (Monthly Sub Count X .09)	Maximum MRC Quarterly Cap
Alamo							
CDMA	143,465	147,367	49,122	100	$25.00	$4,421.02	$ 13,263.05
iDEN	3,902						
Ark-Tex COG							
CDMA	141,375	142,463	47,488	312	$78.00	$4,273.88	$ 12,821.65
iDEN	1,088						
Brazos Valley COG							
CDMA	22,012	24,133	8,044	0	$0.00	$723.98	$ 2,171.95
iDEN	2,121						
Capital Area Planning COG							
CDMA	894,438	1,071,865	357,288	200	$50.00	$32,155.94	$ 96,467.81
iDEN	177,427						
Central Texas COG							
CDMA	188,253	199,026	66,342	250	$62.50	$5,970.78	$ 17,912.34
iDEN	10,773						
Coastal Bend COG							
CDMA	358,805	395,336	131,779	230	$57.50	$11,860.07	$ 35,580.22
iDEN	36,531						
Concho Valley COG							
CDMA	102,223	106,116	35,372	550	$137.50	$3,183.49	$ 9,550.47
iDEN	3,893						
Deep East Texas COG							
CDMA	47,053	49,346	16,449	1,019	$254.75	$1,480.38	$ 4,441.15
iDEN	2,293						
East Texas COG							
CDMA	68,162	73,945	24,648	950	$237.50	$2,218.35	$ 6,655.04
iDEN	5,783						
Golden Crescent Reg COG							
CDMA	44,165	47,412	15,804	0	$0.00	$1,422.36	$ 4,267.07
iDEN	3,247						
Heart of Texas COG							
CDMA	8,824	11,008	3,669	575	$143.75	$330.25	$ 990.74
iDEN	2,184						
Houston Galveston A COG							
CDMA	117,468	165,230	55,077	0	$0.00	$4,956.89	$ 14,870.67
iDEN	47,762						
Lower Rio Grande Valley Dev COG							
CDMA	595,148	680,591	226,864	0	$0.00	$20,417.74	$ 61,253.21
iDEN	85,443						

Middle Rio Grande Dev COG							
CDMA	68,591	68,643	22,881	268	$67.00	$2,059.30	$ 6,177.90
iDEN	53						
Nortex Reg Planning COG							
CDMA	12,770	12,890	4,297	229	$57.25	$386.71	$ 1,160.14
iDEN	121						
North Central Texas COG							
CDMA	463,806	506,955	168,985	108	$27.00	$15,208.64	$ 45,625.92
iDEN	43,149						
Panhandle Reg Plan COG							
CDMA	70,709	71,294	23,765	1,017	$254.25	$2,138.82	$ 6,416.46
iDEN	585						
Permian Basin COG							
CDMA	19,233	20,880	6,960	404	$101.00	$626.40	$ 1,879.19
iDEN	1,646						
Rio Grande COG							
CDMA	1,444	1,544	515	225	$56.25	$46.31	$ 138.92
iDEN	100						
South East Texas Reg COG							
CDMA	98,593	122,581	40,860	0	$0.00	$3,677.44	$ 11,032.32
iDEN	23,988						
South Plains Assoc COG							
CDMA	57,421	58,439	19,480	1,016	$254.00	$1,753.18	$ 5,259.55
iDEN	1,019						
South Texas Dev COG							
CDMA	152,260	210,535	70,178	0	$0.00	$6,316.06	$ 18,948.18
iDEN	58,275						
Texoma COG							
CDMA	60,499	61,604	20,535	0	$0.00	$1,848.11	$ 5,544.32
iDEN	1,105						
West Central TX COG							
CDMA	48,150	50,528	13,365	640	$160.00	$1,202.82	$ 3,608.45
iDEN	2,377						
TOTALS			**1,429,766**	**8,093**	**$2,023.25**	**$128,678.90**	**$ 386,036.69**

Attachment 4 – Effective 9/1/11

DETAILED COST INFORMATION

NRE Costs

	Element	Quantity	Cost
A.	Trunking	1,808	298,320
B.	Database (Intrado)	4324	1,089,648
B.	Sprint/Ericsson Engineers	904	2,012,304
Total NRE Costs			**$1,387,968**

MRC Costs

	Element	Quantity	Cost
A.	Trunking	1808	70,512
B.	Database (Intrado)	4324	73,508
C.	Sprint/Ericsson Engineers	904	151,872
Total MRE Costs			**$295,892**

No. of Customers in Texas: 3,121,259
As of: January, 2010

The information provided on this Attachment 4 is Sprint's statewide Phase I 9-1-1 cost estimate provided to justify Sprint's reimbursement request and do not reflect the amounts approved for reimbursement to Sprint. The negotiated reimbursement amounts are reflected in Attachment 3 to this Agreement.

TEX-AN NG
Communications Technology Services Agreement

Between

The State of Texas, acting by and through the
Texas Department of Information Resources

and

Time Warner Entertainment – Advance/Newhouse Partnership d/b/a
Time Warner Cable through its Texas Region (Vendor)

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TEX-AN NG
Communications Technology Services Agreement

This TEX-AN NG Communications Technology Services Agreement is entered into by and between the State of Texas, acting by and through the Texas Department of Information Resources ("DIR"), with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Time Warner Entertainment - Advance/Newhouse Partnership d/b/a Time Warner Cable through its Texas Region ("Vendor"), with a principal place of business at 60 Columbus Circle, New York, NY 10023.

Preamble.

WHEREAS, in accordance with the laws of the State, DIR issued the Request for Offers for TEX-AN Next Generation (TEX-AN NG) on the Texas Comptroller of Public Accounts' Electronic State Business Daily Website, RFO number DIR–TEX-AN NG–001 (the RFO);

WHEREAS, in response to the RFO, Vendor submitted Vendor's Response, dated September 29, 2010, as revised, amended and supplemented thereafter (the "Response");

WHEREAS, based on the Response, DIR and Vendor have engaged in extensive negotiations, discussions and due diligence that have culminated in the formation of the contractual relationship described in this TEX-AN NG Communications Technology Services Agreement (hereinafter CTSA or Contract); and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DIR and Vendor (collectively, the "Parties" and each, a "Party") hereby agree as follows:

Article 1. Introduction.

Section 1.1 Provision, Performance and Management by Vendor.

DIR desires that certain Communications Technology Services procured in accordance with state law (pursuant to Chapter 2170, Texas Government Code) be provided, performed and managed by Vendor as and to the extent described in this CTSA. Vendor has carefully reviewed DIR's requirements, has performed all due diligence it deems necessary, and desires to deploy, perform and manage such communications technology Services for DIR, the Customers, Authorized End Users and, as required, other TEX-AN NG Vendors and TEX-AN 2000 Providers .

Section 1.2 Vendor's Experience and Qualifications.

The Vendor represents and warrants that it is an established provider of communications technology Services as awarded under this CTSA and has the skills, qualifications, expertise, financial resources and experience necessary to provide the communications technology Services, plans, reports and other deliverables described in this CTSA.

Section 1.3 Definitions.

Except as otherwise expressly provided in this CTSA, all capitalized terms (including derivatives of such terms) used in this CTSA shall have the meanings ascribed to them in *Exhibit A Definitions*; provided however, that any such defined terms, if not capitalized herein, shall have the same meaning as the defined term unless the context or industry usage require a different meaning. Words having well-known technical or trade meanings shall be accorded such meaning, unless expressly defined otherwise herein. Uncapitalized terms or phrases are to be given their usual meaning.

Article 2. Contract Documents.

Section 2.1 Definition.

This CTSA includes each of the Exhibits and Attachments attached to this CTSA, which are hereby incorporated into and deemed part of this CTSA, and unless otherwise expressly stated all references to this CTSA shall include the Exhibits and Attachments. A listing of the Exhibits and Attachments is included in the Table of Contents.

Section 2.2 Compliance with Procurement Laws.

This CTSA is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR–TEX-AN NG–001, on August 11, 2010, for TEX-AN Next Generation Communications Technology Services. DIR subsequently issued a Best and Final Offer (BAFO) opportunity dated December 13, 2010. Vendor responded to both opportunities and DIR and Vendor have engaged in extensive negotiations, discussions and due diligence that have culminated in the formation of the contractual relationship described in this CTSA. Upon execution of all CTSAs arising from the RFO, a notice of award for RFO DIR–TEX-AN NG–001 shall be posted by DIR on the Electronic State Business Daily.

Section 2.3 Order of Precedence.

In the event of any conflict or contradiction between or among the TEX-AN NG Communications Technology Services Agreement elements, the documents will control in the following order of precedence:

(a) The CTSA (this document), and all amendments thereto,

(b) *Exhibit A Definitions* to the CTSA, and all amendments thereto,

(c) *Exhibit B Terms and Conditions* to the CTSA, and all amendments thereto,

(d) All other Exhibits to the CTSA, and all amendments thereto,

(e) Attachments to the CTSA, and all amendments thereto,

(f) Appendices to the CTSA, and all amendments thereto;

(g) The Vendor's Initial Response to the RFO, dated September 29, 2010, and incorporated by reference herein.

(h) The RFO Number DIR–TEX-AN NG–001, as amended and clarified by the Vendor questions and the DIR official responses, and incorporated by reference herein.

Article 3. Term.

Section 3.1 Initial Term.

The initial Term of this CTSA shall commence as of 12:00:01 a.m., Central Time on the Effective Date and continue until 11:59:59 p.m., Central Time, on November 10, 2016, unless this Contract is terminated earlier as provided herein, in which case the initial Term of this Contract shall end at 11:59:59 p.m., Central Time, on the effective date of such termination.

Section 3.2 Extension(s).

By giving written notice to Vendor no less than 90 days prior to the expiration date of the initial Term or the then-current Renewal Term, DIR, upon mutual agreement of the Parties, shall have the right to extend the Term of the CTSA for up to five years from the expiration of the initial Term, in any combination of months or years as necessary to complete the purpose of this Procurement. Upon mutual agreement, DIR may extend the CTSA more than once up to a total of an additional five year period (each a Renewal Term). The exact period(s) of the extension(s) shall be specified in the DIR notice of extension. The total period of time during which the CTSA is in effect is the Term.

Article 4. Relationship among DIR, Vendor, other TEX-AN NG Vendors, Authorized End Users and Customers.

Section 4.1 DIR as Vendor's Customer.

Pursuant to its authority found in Chapter 2170, Texas Government Code, DIR is the single state agency mandated to procure telecommunications services on behalf of Customers. In all interactions under the CTSA, DIR is in the role of Vendor's Customer, with the exception of Local Services and Small Office/Home Office (SOHO) Internet connectivity Services (hereinafter "direct sales transactions"). Except as noted above, DIR will issue all Purchase Orders to Vendor on behalf of itself and the Customers. Except as noted above, DIR shall act as the Vendor's billing agent for all Services ordered and consumed by the Customers and shall pay net proceeds from such billings to Vendor.

Vendor agrees to process all DIR orders for Services available under the CTSA through the CTSA.

Section 4.2 Direct sales transaction Customers for Vendor.

If Vendor is awarded any of the following Services: Local Services and/or SOHO Internet Connectivity Services under this CTSA (direct sales transactions), then Vendor shall receive Purchase Orders for such Services from the direct sales transaction Customer(s). Vendor shall bill direct sales transaction Customers such Services at the Prices allowed by this Contract that includes the DIR Cost Recovery Fee (CRF). Vendor shall remit the associated CRF to DIR on a monthly basis. Vendor shall also be responsible for sales reports and other administrative duties associated with providing these Services to the direct sales transaction Customers. See *Appendix B, Terms and Conditions, Section 9.15, Reporting of direct sales transactions and payment of CRF.*

Vendor agrees to process all direct sales transaction Customer orders for Services available under the CTSA through the CTSA.

Section 4.3 Customers as Authorized End Users of Vendor's Services.

As specified in Section 2170.004, Texas Government Code, certain Texas governmental and non-governmental entities are authorized to use the telecommunications services for which DIR contracts. For DIR's purposes, these entities are Customers. From the Vendor's perspective, these entities are "Authorized End Users," whether as organizations or persons employed by such organizations. When ordering certain Services from Vendor, the Customer may enter into a certain TEX-AN NG Customer Services Agreement, with DIR and Vendor, which sets forth the terms and conditions for the deployment, acceptance and delivery of such certain Services by Vendor to such Customer. Under each TEX-AN NG Customer Services Agreement, DIR shall be the billing agent on behalf of Vendor to receive payment for the Services from the Customer. DIR shall ensure that Customers commit funds for payment of Services by issuing Purchase Orders to DIR. The minimally acceptable terms and conditions of the TEX-AN NG Customer Services Agreement are attached as *Exhibit H, Attachments H-1 and H-2*.

Section 4.4 Nondiscrimination between and among TEXAN NG Vendors.

An award from the RFO is not exclusive to the Vendor. Vendor acknowledges that DIR intends to award or has awarded multiple contracts for Services out of the RFO. Vendor further acknowledges that some of the Services provided by Vendor hereunder may also be provided by Other TEX-AN NG Vendors. Finally, Vendor acknowledges that Vendor may have a dependency on Other TEX-AN NG Vendors in order to serve a particular Customer. Therefore, Vendor warrants and covenants, for itself and its Subcontractors, it shall not discriminate against another TEX-AN NG Vendor in the deployment and delivery of any Service in any manner to DIR, an Authorized End User and/or any Customer, or otherwise cause any disruption to Services as deployed and delivered to DIR, Authorized End Users and/or Customers by any Other TEX-AN NG Vendor.

Section 4.5 Covenant of cooperation among all.

Vendor shall fully cooperate with all Other TEX-AN NG Vendors in fulfilling the terms of this CTSA and/or TEX-AN NG Customer Services Agreement with DIR and Authorized End Users and/or Customers. DIR shall ensure that all agreements executed with Other TEX-AN NG Vendors pursuant to the Procurement shall obligate such Other TEX-AN NG Vendors to fulfill the requirements that are imposed on Vendor in this Section 4.5. Vendor acknowledges that this covenant is material to DIR and that failure to maintain such cooperation shall constitute a Material Breach.

Section 4.6 Special covenant to cooperate with DIR on Internal Business Process Improvements.

DIR is currently developing internal systems to support its Service delivery processes (quote to care), including the BMC Remedy OnDemand application version 7.6.03. All TEX-AN NG Vendors shall use commercially reasonable efforts to interface with internal service delivery systems once implemented. DIR intends to implement systems based on applications and interfaces that consist of generally accepted data and formats. Vendor shall provide timely, complete and commercially reasonable cooperation in implementation and use of the DIR adopted systems at no additional cost to DIR or the Customers. As of the Effective Date, the BMC Remedy OnDemand application includes Service Request Management (Service Ordering), Asset Management, Performance and Service Level Management, Incident Management (Help Desk/Trouble Tickets), Problem Management, Change Management, and Knowledge Management. Other systems in development to support Tex-AN-NG include DIR Enterprise Billing and Customer Relationship Management (CRM). As of the Effective Date, DIR and Vendor have agreed to the following formats and data to include detailed data for quotes, orders, trouble tickets, billing, Service Level Agreements and network monitoring and formats to include email, delimited flat files

and web services XML. DIR will provide reasonable written notice to Vendor as these systems become available for Vendor's use. If Vendor is unable to implement and use the DIR adopted systems, DIR reserves the right to terminate the CTSA. Vendor shall promptly notify DIR if it encounters an unforeseen challenge to implementing the BMC Remedy OnDemand application as described above. DIR agrees to negotiate in good faith to resolve the Vendor's challenge, reserving the right to terminate the CTSA if no resolution is apparent within 30 days of notification of the challenge.

Article 5. Awarded Services.

Section 5.1 Description.

A description of the Services awarded to Vendor under this CTSA are found in *Exhibit C* to the CTSA. This CTSA is an indefinite quantity contract. DIR has not made and does not make any representations or warranties about the amount or type of Services that Vendor may sell to DIR or the Customers as a result of executing this CTSA.

Section 5.2 Rates, Prices and telecommunications fees and surcharges.

(a) The Rates for the Services as set forth in *Exhibit C* to the CTSA are the Rates To DIR, with the exception of the Prices for direct sales transactions – Local Services and/or SOHO Internet connectivity Services – for which Vendor shall directly bill the Customers at the Prices as set forth in *Exhibit C*. For all other Services in use, Vendors shall present a Monthly Consolidated Invoice to DIR based on the Rates To DIR. In its role as billing agent for Vendor, DIR shall bill to Authorized End Users and Customers the Rates To DIR, plus an additional percentage as DIR's Cost Recovery Fee (CRF), as authorized by Chapter 2170, Texas Government Code. Vendor acknowledges and agrees that DIR shall retain its CRF from the amounts it collects from Authorized End Users and Customers, prior to paying the net amount to Vendor.

(b) If the Vendor is awarded Local Services and /or SOHO Internet Connectivity Services, *Exhibit C* also contains the Prices to direct sales transaction Customers for these Services, which include the Vendor's Rate plus the CRF. Vendor shall bill the direct sales transaction Customers for the Price as defined above and shall remit the CRF to DIR on a monthly basis. Vendor shall provide DIR with monthly direct sales transaction Reports.

(c) *Exhibit C* also lists for each awarded Service, all applicable telecommunications fees and/or surcharges that are required to be assessed by Vendor against Customers by federal or state law. In the event of a change in law or increase in taxes, fees and surcharges, imposed by a governmental entity, that increase Vendor's costs of providing services, the parties will promptly (but in any case within 30 days after Vendor provides a written request for negotiation) negotiate in good faith an appropriate adjustment to the Rates for the Services to reflect such increased costs, and DIR shall not unreasonably withhold or delay its agreement to any such adjustment. DIR shall include the listed telecommunications fees and surcharges on bills to Customers and Customers shall be responsible for paying such telecommunications fees and surcharges in full. If applicable to the direct sales transactions, Vendor shall include the telecommunications fees and surcharges on its bills to the direct sales transaction Customers, and the direct sales transaction Customers shall be responsible for paying such telecommunications fees and surcharges in full. No telecommunications fees and surcharges that are not set forth in *Exhibit C* may appear on bills to DIR or Customers.

(d) For the avoidance of doubt, any price or rate set forth herein, including but not limited to those set forth in Exhibit C, assumes that Vendor currently has facilities and/or equipment presently in place to provide the Service and that no further or special construction is required. If any construction is required, a higher price or rate may apply to that specific service, however, DIR or the Customer placing the Purchase Order shall have the option within five (5) days of the date of notice of the price or rate increase to withdraw the Purchase Order.

Section 5.3 Cost Recovery Fees.

DIR's TEX-AN NG program is a cost recovery program. DIR, in its discretion, formulates CRFs per Service designed to fulfill its program needs, as authorized in Chapter 2170, Texas Government Code. Such CRFs may change over time and DIR will provide Vendor with 30 days advance notice of a change in the CRFs. With the exception of direct sales transactions, DIR shall bill for such CRFs and collect same from the Authorized End Users and Customers. Changes to the direct sales transaction CRFs will be made exclusively through the contract amendment process, each such amendment to be effective from and after the CRF Amendment Effective Date. For direct sales transaction CRF changes, Vendor shall implement, charge and remit to DIR on a going forward basis the new effective CRF in 2 billing periods from CRF Amendment Effective Date. Vendor hereby consents to the assessment of the CRFs on its Rates To DIR. Vendor acknowledges that DIR is its billing agent for all Services other than the direct sales transaction Services. Vendor consents to DIR retaining the CRF portion of receipts received from Customers and consents to receiving the net proceeds as payment in full for its non-direct sales transaction Services sold hereunder. Such payment shall be made as long as the net amount received by Vendor is equal to the undisputed billed amount. For the direct sales transaction Services, Vendor shall include the applicable direct sales transaction CRF, as a component of its Price, in its bills to the direct sales transaction Customers and shall remit the direct sales transaction CRF to DIR on a monthly basis. See *Exhibit B, Terms and Conditions, Section 9.15, Reporting of direct sales transactions and payment of CRF.*

Section 5.4 Authorized Changes to Rates To DIR and Prices.

Vendor may propose changes to the Rates to DIR and/or the Prices for direct sales transactions by offering to lower the amounts set forth in *Exhibit C*. Vendor must identify the Service and the specific Rate(s) or Price to be lowered. DIR shall have a reasonable time to review and determine, in its sole and absolute discretion, that the changed value in either the Rate To DIR or the resulting Price for direct sales transaction Services to the Customer is a best value. If DIR approves the change in the Rate to DIR and or Price, the Parties shall agree to the manner of documenting the new Rate and/or Price. The Parties agree to make such new Rates to DIR and/or Prices available to Customers as quickly as possible. Vendor initiated Point of Presence location changes that have an adverse effect on Rates to DIR and/or Prices to direct sales transaction Customers must be authorized by an amendment to the CTSA before the new Rates to DIR and/or Prices to direct sales transaction Customers may be billed. During the Term, DIR may transition its amendment process to a fully automated system. Vendor shall cooperate with DIR to transition its change process for Rates To DIR and/or Prices to a new automated system. The Parties shall mutually agree to an amendment process.

Article 6. Notices.

(a) Delivery of notice.

Any notice or other legal communication required or permitted to be made or given by either Party pursuant to this CTSA will be in writing and deemed to have been duly given:

(1) Three (3) Business Days after the date of mailing if sent by certified U.S. mail, postage prepaid, with return receipt requested;

(2) When transmitted if sent by electronic transmission, with a confirmation of transmission; or

(3) When delivered if delivered personally or sent by express courier service.

(b) Notice.

Any notice under this CTSA will be sufficient if delivered to the following persons or their successors.

(1) Communications that are routine and administrative in nature should be sent to the Contract Managers.

(2) All other notices and communications should be sent to the following:

If to Vendor: Time Warner Entertainment - Advance/Newhouse Partnership d/b/a Time Warner Cable through its Texas Region
60 Columbus Circle
New York, NY 10023

With a copy to: (LEGAL NOTICE)
Fax: 972-899-7376
Attn: General Counsel

If to DIR: Director,
Communications Technology Services Division

With a copy to: Attorney, Communications Technology Services Division
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Facsimile: (512) 475-4759

(c) Change of Designee.

Either Party may change the above-referenced designees or address with five days' prior written notice to the other Party.

Article 7. Contract Amendments.

Section 7.1 Business Plan.

This Section represents the Parties' business plan for negotiating amendments and modifications to the CTSA, as required by *Article 7, Exhibit B Terms and Conditions*.

Section 7.2 Vendor Proposed Changes to Exhibit C.

The Vendor may propose changes in the contents of *Exhibit C* for Services of this CTSA. See *Article 7, Exhibit B Terms and Conditions*.

Section 7.3 All Other Changes.

All other modifications to the CTSA must be accomplished through a formal written amendment executed by an authorized representative of DIR and Vendor. DIR and Vendor reserve the right to require periodic update of the *Terms and Conditions,* of the CTSA and all relevant documents associated therewith, to maintain alignment with new and changed legislation, legal requirements, rules and regulatory requirements relevant to the performance by Vendor and DIR.

Section 7.4 Mutual Covenant of Cooperation.

For all such Contract amendments, the Parties covenant to cooperate in the good faith, timely negotiation of such matters and to proceed to execution of necessary instruments without delay.

Article 8. Miscellaneous.

Section 8.1 Integration.

This CTSA, together with any documents and exhibits specifically referred to herein, constitute the entire agreement with respect to the subject matter hereof between the Parties. On execution of this CTSA, all prior agreements and understandings between the Parties relating to the subject matter hereof shall be null and void. The Parties specifically acknowledge that there are no unwritten side agreements or oral agreements between them which alter, amend, modify or supplement this CTSA as of the Effective Date.

Section 8.2 Counterparts.

This CTSA may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile signatures shall be deemed original signatures.

Authority to Execute.

IN WITNESS WHEREOF, the Parties have executed this TEX-AN NG Communications Technology Services Agreement in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures. This TEX-AN NG Communications Technology Services Agreement shall be effective from the date of the last signature hereto (the Effective Date).

Department of Information Resources	**Time Warner Entertainment - Advance/ Newhouse Partnership d/b/a Time Warner Cable through its Texas Region**
Signature on File	Signature on File
Karen Robinson	Michael Petty
Executive Director	RVP Business Services
11/10/2011	11/09/2011
Date	Date

Signature on File 11/10/2011

Office of General Counsel

TEX-AN NG
Communications Technology Services Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Time Warner Entertainment – Advance/Newhouse Partnership d/b/a Time Warner Cable through its Texas Region (Vendor)

Exhibit A.
Definitions

Exhibit A. Definitions

Contents of *Exhibit A Definitions* follow:

Article 1. Introduction..... A-3
Article 2. Definitions..... A-3

Article 1. Introduction.

The purpose of *Exhibit A Definitions* is to define certain terms used for the CTSA. DIR does not warrant the completeness or accuracy of the contents.

Article 2. Definitions.

1. **Accept** – Agreement from DIR and/or its Customer(s) that Service installations, moves, changes or other actions have been successfully completed.
2. **Adjustment** – Has the meaning set forth in *Exhibit B, Terms and Conditions, Section 9.08, Billing Adjustments.*
3. **Affiliate** – (i) Any person or entity directly or indirectly owning, controlling or holding, with power to vote, fifty percent (50%) or more of the outstanding voting securities of Vendor; (ii) any person or entity for which fifty percent (50%) or more of the outstanding voting securities are directly or indirectly owned, controlled or held, with power to vote by Vendor; or (iii) any person, or entity directly or indirectly controlling, controlled by, or under common control with, Vendor.
4. **Article** – A numbered portion of the text of the CTSA.
5. **Assignee** – An individual or organization that receives an assignment of all or part of the interests of one of the Party's to the CTSA, and that undertakes to assume the responsibilities of that original Party.
6. **Attachment** – A form or document appended to an Exhibit to the CTSA.
7. **Authorized End Users** – Individuals or organizations that are eligible to use the Services by statute, also known as **Customers.**
8. **Best and Final Offer or BAFO** – An optional step in this Procurement in which DIR seeks from selected Vendors refinement of their Responses in designated areas. This process may be repeated more than once.
9. **Billing Plan** – A plan initially submitted with Vendor's Response demonstrating compliance with the RFO for billing matters. The final Billing Plan, as agreed upon by the Parties is attached to the CTSA as *Attachment F-17 Billing Plan*.
10. **Business** – A person, partnership, corporation, or other entity engaged in commerce, manufacturing, or a service.
11. **Business Day** – Monday through Friday, excluding State holidays, 7:00 a.m. to 6:00 p.m. local time. State holidays will include all holidays with the status "All Agencies closed." State holidays will not include State optional holidays or holidays that require skeleton crews. If the CTSA calls for performance on a day that is not a Business Day, then performance is intended to occur on the next Business Day.
12. **Cause** – The conditions described in *Exhibit B Terms and Conditions, Section 11.03(d) Termination for cause*.
13. **Comptroller of Public Accounts (CPA)** – The State's chief tax collector, accountant, revenue estimator, and treasurer. CPA includes the Texas State Treasury.
14. **Confidential Information** – To the extent consistent with the Texas Public Information Act, any communication or record (whether oral, written, electronically stored, or transmitted, or in any other form) that consists of:
    a. Non-public budget, expense, payment, and other financial information;
    b. Privileged Work Product;

c. Information designated by Vendor, DIR or any other Customer as confidential, including all information designated as confidential under the Texas Public Information Act, Texas Government Code, Chapter 552, or otherwise exempted from public disclosure under such Act;

d. Information that is utilized, developed, received, or maintained by DIR, the Vendor, or Authorized End Users or Customer for the purpose of fulfilling a duty or obligation under this CTSA and/or a TEX-AN NG Customer Services Agreement and that has not been publicly disclosed by the party that developed such information; and

e. Vendor's Proprietary Intellectual Property and related technical and design documentation provided by the Vendor pursuant to this CTSA, excluding user-related materials that have been released by the Vendor to the public.

15. **Consolidated State Network** – Means the consolidated telecommunications system as defined by Section 2170.001(a)(2), Texas Government Code, as the network of telecommunications services serving the state government. This Consolidated State Network is composed of DIR, Customer and Vendor Network segments as defined herein.

16. **Contract Anniversary Date** – Period commencing on the Effective Date and ending one year later and for each year in the Term thereafter.

17. **Contract Manager** – For each Party, the individual assigned the duty to be the primary point of contact for CTSA administrative matters.

18. **Corrective Action Plan** – Has the meaning assigned in *Section 11.02 (c), Tailored Remedies, Exhibit B, Terms and Conditions.*

19. **Cost Recovery Fee (CRF)** – A fee assessed on the Rates To DIR for each Service, billed to and collected from Customers, which is designed to recover the costs incurred by DIR in operation of the TEX-AN NG Program. For direct sales transactions, Vendor includes the CRF in its Price to the direct sales transaction Customers and remits the CRF to DIR on a monthly basis. The CRF is authorized by Chapter 2170, Texas Government Code.

20. **Credits** – Monetary assessments against amounts owed Vendor as a remedy for billing Adjustments and /or Deficiencies,, as more particularly described in *Exhibit D Performance Management*.

21. **CRF Amendment Effective Date** – The date on which a contract amendment which changes the direct sales transaction CRF is to be effective, as more particularly described in *Section 5.3, Exhibit B* to the CTSA.

22. **Customer** – Any eligible purchaser of Services. Customers are defined in accordance with Section 2170.004, Texas Government Code. Customers for telecommunications services include state agencies as defined in Section 2151.002, Texas Government Code, each house of the legislature, a legislative agency, an agency that is not a state agency as defined in Section 2151.002, Texas Government Code; a political subdivision, including a county, municipality, or district; a private institution of higher education accredited by a recognized accreditation agency as defined by Section 61.003, Education Code, that: A) engages in distance learning, as defined by Section 57.021, Utilities Code; and B) receives federal funds for distance learning initiatives; and assistance organizations, as defined in Section 2175.001, Texas Government Code. A customer for the receipt of Services also may include those state agencies purchasing from a DIR contract through an Interagency Agreement as authorized by Chapter 771, Texas Government Code and any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

23. **Customer Network** – Customer networks are built and maintained by the Customer. Customer Networks may or may not connect to the DIR Network or a Vendor Network, depending upon whether the Customer needs access to Services provided by the DIR Network or a Vendor Network. Network to network demarcation points are determined on a case by case basis depending upon type of Service.

24. **Deficiency** – Any failure of Vendor to provide the Services or to otherwise perform or comply with its duties under this CTSA, including any specific areas of Vendor performance that fail to meet performance expectations, standards, SLAs or schedules, and any failure of Vendor to be reasonably responsive to a reasonable request of DIR and/or a Customer for information, assistance, or support relating to the Services within the timeframe mutually agreed to by DIR and/or the Customer, and Vendor.

25. **Deliverable** – A report or item that must be completed and delivered under the terms of the CTSA or a TEX-AN NG Customer Services Agreement. The measurable result or output of a process prepared, developed or procured by Vendor as part of the Services under the CTSA or a TEX-AN NG Customer Services Agreement.

26. **Descriptions** – The description(s) of the awarded Services set forth in *Exhibit C*.

27. **DIR Network** – The DIR Network provides connectivity for primarily state government agencies but also includes educational institutions, political subdivisions and assistance organizations. Customer and Vendor Networks connect to the DIR Network for interconnectivity and for enterprise services such as connectivity to the state data centers and internet service. Network to network demarcation points are determined on a case by case basis depending upon type of Service.

28. **Disentanglement** – The process of winding up all issues in the business relationship between DIR and Vendor in the event of early termination of the CTSA. See *Section 11.06, Payment and other provisions at CTSA termination, Exhibit B, Terms and Conditions.*

29. **Disentanglement Plan** – The plan developed and submitted by Vendor and approved by DIR, in its sole and absolute discretion, to provide for the orderly and efficient winding up of the issues of the business relationship between Vendor and DIR in the event of early termination of the CTSA. See *Section 11.06, Payment and other provisions at CTSA termination, Exhibit B, Terms and Conditions.*

30. **Disentanglement Services** - The services provided by Vendor pursuant to an approved Disentanglement Plan to provide for the orderly and efficient winding up of the issues of the business relationship between Vendor and DIR in the event of early termination of the CTSA. *See Section 11.06, Payment and other provisions at CTSA termination, Exhibit B, Terms and Conditions.*

31. **Disputes** – A billing Dispute is a disagreement over the accuracy of charges in an Invoice either to DIR or a Customer. Other Disputes may be disagreements over actions taken or not taken pursuant to the CTSA or a TEX_AN NG Customer Services Agreement, which are subject to the provisions of *Section 11.10 Dispute Resolution* of the CTSA.

32. **Effective Date** – The commencement date for the CTSA, which is the date on which the last Party signs the CTSA.

33. **Electronic State Business Daily** – a web portal operated by the Comptroller of Public Accounts, to which all state agencies must post procurement opportunities, in compliance with Section 2155.083, Texas Government Code.

34. **Equipment** – Computer hardware, routers, telecommunication devices, and the like utilized under this CTSA.

35. **Exhibit** – a document appended to the CTSA as listed in the Table of Contents.

36. **Expiration Date** – 11:59:59 p.m., Central Time, on November 10, 2016, unless the initial Term or the then-current Renewal Term, is extended in accordance with the CTSA, in which case the Expiration Date shall be 11:59:59 p.m., Central Time on the last day of such extension(s).
37. **FCC** – the Federal Communication Commission, with regulatory authority over the telecommunications industry, including certain telecommunications carriers.
38. **Force Majeure Event** – an event experienced by a Party that is within the scope of the CTSA clause found at *Exhibit B, Section 3.03.*
39. **Government Entity or Entities** – A subset of Customers that includes all publicly owned entities, such as State agencies, institutions of higher education, and local governments.
40. **Independent Verification and Validation contractors** – A third party provider of independent assessment and testing methodologies for quality assurance or performance verification purposes.
41. **Information and Communication Technology (ICT) Contracts Program** – A streamlined cooperative purchasing program for state, local, public education, and other public entities within and outside the State of Texas, administered by the Contracting & Procurement Services Division of DIR.
42. **Intellectual Property** – Any trademarks, patents, inventions, copyrights, trade secrets, or domain names created prior to, on, or after the Effective Date.
43. **Invoice** – Depending on the context in which used, may mean the Monthly Consolidated Invoice issued by Vendor to DIR, or an Invoice issued to a direct sales transaction Customer for direct sales transaction Services, including Internet Service for non-state agencies, Local Services and SOHO. In the proper context, Invoice may refer to both types of Invoices.
44. **Key Personnel** – All individuals identified by Vendor in *Attachment F-7 Service Delivery Implementation Plan* as Key Personnel will be considered Key Personnel.
45. **Local Services** – A type of Service as specified in Section 3 of the RFO, which may be directly sold to Customers by Vendor as set forth in *Article 4* of the CTSA, if awarded to Vendor under this CTSA.
46. **Marketing Plan** – A plan initially submitted with Vendor's Response to demonstrate Vendor's resources and activities to promote the CTSA and gain Customers. The Marketing Plan, as approved by DIR, in its sole and absolute discretion, is attached to the CTSA as *Attachment F-8.*
47. **Material Breach** – Substantial failure in the performance of a material term of the contract.
48. **Monthly Consolidated Invoice** – A formal, single statement of charges provided by Vendor to DIR, which includes the Invoice file, Detailed Billing File, Adjustment file and monthly informational memorandum for all Services provided by Vendor.
49. **Monthly Statement** – A revised summary of all DIR accounts with detailed adjustments for each account provided by Vendor after resolution of disputes.
50. **Parties** – Has the meaning given in the Preamble to CTSA.
51. **Party** – Has the meaning given in the Preamble to the CTSA and in the introduction to the TEX-AN NG Customer Services Agreement, *Exhibit H* to the CTSA.
52. **Prices** – Are the values for direct sales transaction Services as reflected in *Exhibit C* to the CTSA, which Vendor is allowed to directly bill to Customers and are composed of the Vendor's Rate to DIR plus the CRF.

53. **Privileged Work Product** – Work product considered privileged from discovery/disclosure under the Texas Rules of Civil Procedure, Texas Rules of Evidence, Federal Rules of Civil Procedure or Federal Rules of Evidence.
54. **Procurement** – The TEX-AN NG Program established by DIR in the RFO to select Vendors for the provision of Services.
55. **Project** – A transaction that requires special treatment by the Vendor due to size, complexity or importance of the Services ordered.
56. **Public information** – Information that meets the following two conditions:
    a. is collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business by a governmental body or for a governmental body; and
    b. is determined to not be Confidential Information, or exempt from disclosure, under the Texas Public Information Act, Texas Government Code, Chapter 552.
57. **PUC** – The State Public Utility Commission, a state agency with regulatory authority over the telecommunications industry based on Texas law and Federal Law delegated from the FCC.
58. **Purchase Order** – DIR's or Customer's fiscal form or format, which is used when making a purchase of Services (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
59. **Rates To DIR** – Are the monetary values for the Services that Vendor bills to DIR which do not include the CRF, as more particularly described in *Exhibit C* to the CTSA.
60. **Renewal Term(s)** – Has the meaning set forth in *Section 3.2* of the CTSA.
61. **Request for Offer (RFO)** – Has the meaning given in the Preamble to the CTSA.
62. **Response** – Has the meaning given in the Preamble to the CTSA.
63. **Retail** - Means products and services provided by Vendor off of Vendor's standard rate sheet to end-user customers doing business in Texas, that are not eligible to purchase from the TEX-AN NG CTSA excluding services provided to Wholesale customers such as Competitive Local Exchange Carrier (CLECs), Interexchange Carriers (IXCs) or System Integrators (SIs), and excluding any individual-case-basis (ICB) orders.
64. **Section** – A numbered or lettered portion of the text within an Article of the CTSA.
65. **Services** – The communications technology Services described in Section 3 of the RFO and awarded to Vendor under this CTSA. It is understood that Services shall only include services located within Vendor's footprint within Texas.
66. **Service Level Agreement(s) (SLA(s))** – An agreement(s) between Parties that contains service performance metrics with corresponding service level objectives, which DIR, Authorized End Users and Customers rely on to measure the quality and/or reliability of Services.
67. **Small Office/Home Office (SO/HO) Internet connectivity** – A type of Service as specified in Section 3 of the RFO, which may be directly sold to Customers by Vendor as set forth in *Article 4* of the CTSA, if awarded to Vendor under this CTSA.
68. **Service Order Completion Notice (SOCN)** – Written notice from Vendor that contains data elements notifying DIR and/or the Customer that the Service for a given Order has been fully installed and is ready for Acceptance.

69. **Software** – All operating systems, applications software, and related documentation used by Vendor to provide the Services under this CTSA.
70. **State** – The State of Texas, acting by and through the Department of Information Resources.
71. **Stop Marketing Order** – Has the meaning set forth in *Exhibit B, Terms and Conditions, Section 11.02(c)(5), Tailored Remedies.*
72. **Subcontract** – Any written agreement between Vendor and other party to fulfill the requirements of this TEX-AN NG Communications Technology Services Agreement. All Subcontracts are required to be in writing and signed by the Vendor and Subcontractor.
73. **Subcontractor** – A party to a Subcontract which is not the Vendor.
74. **Subcontractor Compliance Obligations** – Has the meaning set forth in *Exhibit B Terms and Conditions, Section 4.03(c) Subcontractor's compliance.*
75. **Subsection** – A numbered or lettered portion of the text within a Section of the CTSA.
76. **Table of Contents** – The list of Articles, Sections, Exhibits and Attachments to the CTSA found at the beginning of the CTSA.
77. **Term** – The period of time during which the CTSA is in effect between DIR and the Vendor, as more particularly described in *Article 3* of the CTSA.
78. **TEX-AN NG Communications Technology Services Agreement, Contract, or CTSA** – The final version of the contractually binding agreement between the Texas Department of Information Resources and the Vendor awarded pursuant to the RFO, including all Exhibits and Attachments thereto.
79. **TEX-AN NG Communications Technology Services, TEX-AN NG Services or Services** – The specified Services within scope of the DIR–TEX-AN NG–001 RFO and as to the scope of the CTSA, only those Services awarded to Vendor.
80. **TEX-AN NG Customer Services Agreement** – A contractual document containing the terms, conditions, and scope for Services to be deployed and operated under this CTSA, and executed by the Customer, Vendor, and DIR. *Attachments H-1 and H-2* contain the template for the form of TEX-AN NG Customer Services Agreement.
81. **TEX-AN NG Program** – the activities and contracts authorized by Chapter 2170, Texas Government Code, administered by the Department of Information Resources on behalf of the State.
82. **TEX-AN 2000 Agreements** – The agreements for the provision of telecommunications services to DIR and its Customers by that will no longer be needed as of the Effective Date. The individual TEX-AN 2000 Agreements will terminate by their own terms as governed by each such Agreement.
83. **TEX-AN 2000 Providers** – Providers of telecommunications services under the TEX-AN 2000 Agreements.
84. **Texas Ethics Commission** – the state agency responsible for investigation of violations and enforcement of the ethical standards for public officials and employees in accordance with state law.
85. **Thing of Value** – Has the meaning set forth in *Exhibit B, Section 11.03, Termination of the CTSA.*
86. **Third Party Customer -** A person or entity that purchases Services from Vendor other than DIR or a Customer. Third Party Customers would be Vendor's Customers who are not acquiring services under the CTSA.

87. **Transition Assistance Services** – Are only related to the meaning set forth in *Exhibit B, Terms and Conditions, Section 16.04, Transition Assistance Services.*

88. **Transition Effective Date** – Only refers to the meaning set forth in *Exhibit B, Terms and Conditions, Section 16.01, Scope.*

89. **Transition Period** – Only refers to the meaning set forth in *Exhibit B, Terms and Conditions, Section 16.02, General Statement for Transition.*

90. **Transition Plan for Expiration of the CTSA** – The period of time and activities for the transition of TEX-AN NG Services under this CTSA from the Vendor to DIR or a successor service provider designated by DIR at the end of the Term. See *Article 16* of the CTSA.

91. **Vendor** – has the meaning given in the Preamble to the CTSA.

92. **Vendor Network** – A Vendor Network is built and maintained by a Vendor for supporting Customer and DIR Requirements. A Vendor Network provides similar connectivity for Customers as the DIR Network. Vendor Networks also provide access between Customer Networks and the enterprise services on the DIR Network. Network to network demarcation points are determined on a case by case basis depending upon type of Service.

93. **Vendor's Proprietary Software** – all software owned by Vendor or its affiliates and used in providing the Services and all modifications and enhancements to such software.

— End of Exhibit A —

TEX-AN NG
Communications Technology Services Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Time Warner Entertainment – Advance/Newhouse Partnership d/b/a Time Warner Cable through its Texas Region (Vendor)

Exhibit B.
Terms and Conditions

Exhibit B. Terms and Conditions

Contents of *Exhibit B Terms and Conditions* follow:

Article 1. Introduction. B-3
Article 2. Availability of Appropriated Funds. B-5
Article 3. General Terms and Conditions. B-5
Article 4. Vendor Personnel Management. B-9
Article 5. Governing Law and Regulations. B-13
Article 6. Service Levels and Performance Measurement. B-14
Article 7. Amendments and modifications. B-14
Article 8. Audit and Financial Compliance. B-15
Article 9. Terms and Conditions of Vendor Billing and DIR and Customer Payment. B-18
Article 10. Disclosure and Confidentiality of Information. B-23
Article 11. Remedies and Disputes. B-26
Article 12. Assurances and Certifications B-37
Article 13. Representations, Warranties and Covenants. B-40
Article 14. Intellectual Property. B-41
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Article 16. Transition Plan for Expiration of the CTSA. B-45
Article 17. End of Contract-Life Assignment. B-50

Article 1. Introduction.

Section 1.01 Inducements.

In executing this CTSA, the Department of Information Resources (DIR) relies on Vendor's representations, warranties and covenants regarding the following:

(1) Vendor, its agents and its Subcontractors, regularly provide the types of Services described in the RFO to other public or private entities;

(2) Vendor, its agents and its Subcontractors, have the skills, qualifications, expertise, financial resources and experience necessary to perform the Services described in the RFO, Vendor's Response, and this CTSA in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and have performed similar Services for other public or private entities;

(3) Vendor has thoroughly reviewed, analyzed, and understood the RFO, has timely raised all questions or objections to the RFO, and has had the opportunity to review and fully understand the DIR's current program, operating environment for the Services, this CTSA and the needs and requirements of DIR, the Customers and the State during the Term of the CTSA;

(4) Vendor has had the opportunity to review and understand the State's stated objectives in entering into this CTSA and, based on such review and understanding, Vendor currently has the capability to perform the Services in accordance with the terms and conditions of this CTSA;

(5) Vendor also has reviewed and understands all of the risks associated with the TEX-AN NG Program as described in the RFO and the CTSA, including the risk of non-appropriation of funds;

(6) Vendor shall at all times be capable of and legally authorized to provide the Services;

(7) The Rates To DIR, Prices and any discounts offered hereunder shall be true and correct.

Accordingly, on the basis of these representations, warranties and covenants, DIR desires to engage Vendor to perform the Services under the terms and conditions set forth in this CTSA and Vendor covenants to perform the Services under the terms and conditions set forth in this CTSA.

Section 1.02 Transition from TEX-AN 2000 Agreements.

Vendor shall use commercially reasonable efforts to cooperate with all TEX-AN 2000 Providers in ensuring the orderly transition from their provision of services under the applicable TEX-AN 2000 Agreements to Vendor's provision of Services under this CTSA.

Section 1.03 Construction of Agreement.

(a) Scope of Introductory Article.

These provisions are not intended to expand the scope of the Parties' obligations under this CTSA or to alter the plain meaning of the terms and conditions of this CTSA.

(b) Definitions.

As used in this CTSA, the capitalized terms and conditions not defined in an Exhibit or Attachment will have the meanings assigned in *Exhibit A Definitions*.

(c) Severability.

If any provision of this CTSA is construed to be illegal or invalid, such interpretation will not affect the legality or validity of any other provisions. The illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated in this CTSA, but all other provisions will remain in full force and effect.

(d) Survival of terms.

Termination or expiration of this CTSA for any reason will not release either Party from any liabilities or obligations set forth in this CTSA that:

(1) The Parties have expressly agreed will survive any such termination or expiration; or

(2) Remain to be performed or by their nature continue beyond the termination or expiration of this CTSA, including without limitation, the obligations related to *Confidential Information (Article 10, Exhibit B), Limited Warranty Disclaimers (Section 13.06, Exhibit B), Limitations of Liability (Section 15.03, Exhibit B), and Indemnification (Section 11.11(b), Exhibit B)*. In no event shall Vendor be required to continue performing Services under any Purchase Order following termination of an applicable Purchase Order or termination of the CTSA with respect to an applicable Customer.

(e) Headings.

The Article and Section headings in this CTSA are for reference and convenience only and may not be considered in the interpretation of this CTSA.

(f) Global drafting conventions.

(1) The terms “include,” “includes,” and “including” are terms of inclusion, and where used in this CTSA, are deemed to be followed by the words “without limitation.”

(2) Any references to “sections,” “exhibits,” or “attachments” are deemed to be references to sections, exhibits, or attachments to this CTSA.

(3) Any references to agreements, contracts, statutes, or administrative rules or regulations in this CTSA are deemed references to these documents as amended, modified, or supplemented from time to time during the term of this Contract.

Section 1.04 No implied authority.

(a) The authority delegated to Vendor by DIR is limited to the terms of this CTSA. DIR is the State agency designated by the Texas Legislature to administer the TEX-AN NG Program, and no other agency of the State grants Vendor any authority related to this Program. Vendor shall provide reasonable cooperation and assistance to DIR in communications and negotiations with all Customers as reasonably requested by DIR. Vendor may not rely upon implied authority, and specifically is not delegated authority under this CTSA to:

(1) make public policy;

(2) promulgate, amend or disregard administrative regulations or program policy decisions made by DIR for administration of the TEX-AN NG Program; or

(3) unilaterally communicate or negotiate with any Customer or the Texas Legislature on behalf of DIR regarding the TEX-AN NG Program, except as specifically permitted under this CTSA.

(b) Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

Section 1.05 Legal Authority.

DIR is authorized to enter into this CTSA under Chapter 2170, Texas Government Code. Vendor is authorized to enter into this CTSA pursuant to the authorization of its governing board or controlling owner or officer.

Article 2. Availability of Appropriated Funds.

Termination for non-appropriation of funds may be found at *Exhibit B, Section 11.03(c).*

Article 3. General Terms and Conditions.

Section 3.01 Delegation of authority.

Whenever, by any provision of this TEX-AN NG Communications Technology Services Agreement, any right, power, or duty is imposed or conferred on DIR, the right, power, or duty so imposed or conferred is possessed and exercised by the DIR Executive Director unless any such right, power, or duty is specifically delegated to the duly appointed agents or employees of DIR. The DIR Executive Director will reduce any such delegation of authority to writing and provide a copy to Vendor on request.

Section 3.02 No waiver of sovereign immunity.

The Parties expressly agree that no provision of this TEX-AN NG Communications Technology Services Agreement shall be construed as or constitute a waiver by DIR or the State of Texas of any immunities from suit or from liability that DIR or the State of Texas have by operation of law.

Section 3.03 *Force majeure.*

Except for payment of amounts due, neither Party will be liable for any loss or damage, failure or delay in performing its obligations under this TEX-AN NG Communications Technology Services Agreement if such loss or damage, failure or delay is due to any cause beyond the reasonable control of such Party, including strikes, natural disasters, cable cuts, power blackout, fire, civil disturbance, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, epidemic, war, court order, or acts of God (a *Force Majeure* event). The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must give written Notice within five Business Days of their knowledge of a *Force Majeure* Event.

Section 3.04 More favorable terms.

(a) Vendor shall only charge Rates to DIR and Prices (excluding ICB orders) that are no higher in the aggregate than the charges charged by Vendor directly to substantially similar Retail Third Party Customers for the provision of the same or substantially similar Services on substantially similar terms and conditions.

(b) No later than each Contract Anniversary Date, Vendor shall certify to DIR, in writing, that it has been in full compliance with *Section 3.04 (a)* above at all times during the prior 12 month period. Any failure of Vendor to comply with this certification requirement or any certification filed by Vendor that is not true shall constitute a Material Breach. The sole remedy if Vendor has breached *Section 3.04 (a)* above, Vendor shall be obligated to award DIR and /or Customer, as appropriate, Credits on the next appropriate Invoice that are equal to the overcharges paid as a result of any such breach.

(c) DIR shall have the right, in its sole and absolute discretion, to conduct an audit of Vendor's compliance with this *Section 3.04* pursuant to the procedures set forth in *Exhibit B, Section 8.06*.

(d) Vendor represents and warrants that, as of the Effective Date, it shall comply prospectively with this *Section 3.04*.

Section 3.05 Publicity and Trademarks.

(a) Except as provided in Subsection (b) below, Vendor must not use the name of DIR, the State, or any other Customer, or refer to DIR or any such Customers directly or indirectly in any media release, or public announcement, relating to this CTSA or its subject matter, including, in any promotional or marketing materials, customer lists, or business presentations (other than proposals or reports submitted to DIR, a Customer, an administrative agency of the State, or the Federal government.

(b) Vendor may publish, at its sole expense, any media release or public announcement, relating to this CTSA or its subject matter, including, in any promotional or marketing materials, customer lists, business presentations (other than proposals or reports submitted to DIR or a Customer, an administrative agency of the State, or a governmental agency or unit of another State or the Federal government), or results of Vendor performance under this CTSA with DIR's prior review and approval, which DIR may exercise at its sole and absolute discretion. Vendor will provide DIR a copy of any such publication no less than five (5) Business Days prior to public release unless otherwise agreed by the Parties. Vendor will provide additional copies at the request of DIR. Approval of the annual Marketing Plan will constitute approval by DIR for Vendor to publish all materials approved in connection with such Marketing Plan.

(c) Trademarks. Each Party agrees not to display or use, in advertising or otherwise, any of the other Party's trade names, logos, trademarks, service marks, or other indicia of origin without the other Party's prior written consent, which consent may be revoked at any time by providing written notice.

Section 3.06 Assignment.

(a) Assignment by Vendor.

Vendor will not assign all or any portion of its rights under or interests in this CTSA or delegate any of its duties without prior written consent of DIR. Any written request for assignment or delegation must be accompanied by written acceptance of the assignment by the Assignee, in a form acceptable to DIR in its sole and absolute discretion, and consent to same from DIR, in its sole and absolute discretion. Except where otherwise agreed in writing by DIR, assignment will not release Vendor from its obligations pursuant to this CTSA. The requirements of this *Section 3.06(a)* shall not apply in connection with Vendor's assignment to (i) any Affiliate, or (ii) any person acquiring all or substantially all the assets of Vendor or all or substantially all the assets of an Affiliate to which this CTSA, or any of this interests, rights and obligations of Vendor hereunder, previously has been assigned. Notwithstanding the foregoing, Vendor may, without DIR's consent, assign or delegate in whole or relevant part, its rights and obligations under this CTSA to a third party work to be performed under this CTSA, but Vendor will in each such case remain financially responsible for the performance of such obligations.

(b) Assignment by DIR.

Vendor understands and agrees DIR may in one or more transactions assign or transfer this CTSA. DIR will provide written notification of such assignment to Vendor. This assignment will only be made to another State agency or an entity designated by the Texas Legislature.

(c) Amendment.

Each Party agrees to cooperate to amend the TEX-AN NG Communications Technology Services Agreement as necessary to maintain an accurate record of the contracting Parties.

(d) Assumption.

Each Party to whom an assignment or transfer is made (an "Assignee") must assume all or any part of Vendor's or DIR's interests in this CTSA, the Services, and any documents executed with respect to this CTSA, including, without limitation, its obligation for all or any portion of the payments due hereunder.

Section 3.07 RFO errors and/or omissions.

Vendor will not take advantage of any errors and/or omissions in the RFO or the resulting CTSA. Vendor must promptly notify DIR of any such errors and/or omissions that are discovered.

Section 3.08 Abandonment or Default.

Abandon means to relinquish or renounce the CTSA for any reason other than for a *Force Majeure* Event. If the Vendor abandons the CTSA, DIR reserves the right to cancel the CTSA without notice and either re-solicit and re-award the CTSA or take such further action or no action in the best interest of the State. The abandoning Vendor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of Services, unless the specifications or scope of work significantly changes.

Section 3.09 Reserved.

Section 3.10 Place of Performance.

Vendor agrees to either provide or arrange to have a Vendor Affiliate provide Services to Customer in accordance with this CTSA, subject to availability and operational limitations of systems, facilities and equipment. Where required, a Vendor Affiliate authorized by the appropriate regulatory authority will be the service provider.

Section 3.11 Vendor Certifications.

Vendor certifies that it:

(a) Has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract,

(b) Is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under Section 231.006, Texas Family Code and acknowledges the CTSA may be terminated and payment withheld if this certification is inaccurate,

(c) Neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage,

(d) Has not received payment from DIR or any of its employees for participating in the preparation of the Contract,

(e) Under Section 2155.004, Texas Government Code, is not ineligible to receive the specified CTSA and acknowledge that this CTSA may be terminated and payment withheld if this certification is inaccurate,

(f) To the best of its knowledge and belief, knows there are no suits or proceedings pending or threatened against or affecting it, which if determined adversely to it will have a material adverse effect on the ability to fulfill its obligations under the CTSA,

(g) Is not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration, and

(h) As of the effective date of the CTSA, is not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control;

(i) Agrees that any payments due under this CTSA will be applied towards any debt, including but not limited to delinquent taxes that is owed to the State;

(j) Is in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

(k) For itself and on behalf of its Subcontractors, has identified all current or former, within the last twelve (12) years, employees of the State assigned to work on the CTSA 20% or more of their time and has disclosed them to DIR and has disclosed or does not employ any relative of a current or former state employee within two degrees of consanguinity, and, if these facts change during the course of the CTSA, Vendor certifies for itself and on behalf of its Subcontractors, it shall disclose the name and other pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity;

(l) Represents and warrants that the provision of Services or other performance under the CTSA will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety, and, if these facts change during the course of the CTSA, Vendor certifies it shall disclose for itself and on behalf of Subcontractors, the actual or potential conflict of interest and any circumstances which create the appearance of impropriety;

(m) Represents and warrants that DIR and/or the Customer's payment to Vendor and Vendor's receipt of appropriated or other funds under this CTSA are not prohibited by Sections 556.005 or 556.008, Texas Government Code; and

(n) Under Section 2155.006, Texas Government Code, is not ineligible to receive the specified CTSA and acknowledge that this CTSA may be terminated and payment withheld if this certification is inaccurate.

(o) Vendor acknowledges the applicability of Sections 2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the CTSA.

During the term of the CTSA, Vendor shall, for itself and on behalf of its Subcontractors, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

Section 3.12 Internet Access to CTSA and Pricing Information

(a) Vendor Website

Within thirty (30) days from the effective date of the CTSA, Vendor will establish and maintain a website specific to the service offerings under the CTSA which is clearly distinguishable from other, non-TEX-AN NG CTSA offerings at Vendor's website. The website must include: the services offered, service specifications, CTSA documents and exhibits, CTSA pricing, Service Level Agreement information, contact in-

formation for Vendor, instructions for obtaining quotes and placing Purchase Orders. The Vendor's website shall list the DIR CTSA number, reference the DIR TEX-AN NG Contract program, display the DIR logo, and contain a link to the DIR website for the CTSA. All websites are subject to the prior review and approval of DIR.

(b) Accurate and Timely CTSA Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

(c) Website Compliance Checks

Periodic compliance checks of the information posted for the CTSA on Vendor's website will be conducted by DIR. CTSA

(d) Website Changes

Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to CTSA information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

(e) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing CTSA information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the CTSA, and shall not be disseminated to third parties or used for other marketing purposes. The CTSA constitutes a public document under the laws of the State and Vendor shall not restrict access to CTSA terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

(f) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the CTSA.

Article 4. Vendor Personnel Management.

Section 4.01 Qualifications, retention and replacement of Vendor employees.

Vendor agrees to maintain the organizational and administrative capacity and capabilities to carry out all Vendor duties and responsibilities, including providing and supporting the Services, under this CTSA. The personnel Vendor assigns to perform the duties and responsibilities under this CTSA will be properly trained and qualified for the functions they are to perform. Vendor does not warrant the quality of training for which the State is responsible. Notwithstanding transfer or turnover of its personnel, or of its agents' or Subcontractors' personnel, Vendor remains obligated to perform all duties and responsibilities, including providing and supporting the Services, without degradation and in accordance with the terms of this CTSA.

Section 4.02 Responsibility for Vendor personnel.

(a) Under no circumstances will Vendor's employees, agents and Subcontractors be considered employees of DIR or the State, but will be considered Vendor's employees, agents or Subcontractors for all purposes.

(b) Except as expressly provided in this CTSA, neither Vendor nor any of Vendor's employees, agents or Subcontractors may act in any sense as agents or representatives of DIR or the State of Texas.

(c) Vendor's employees, agents or Subcontractors shall be paid exclusively by Vendor for all Services performed. Vendor is responsible for and must comply with all requirements and obligations related to such employees, agents or Subcontractors under local, State or Federal law, including minimum wage, social security, unemployment insurance, State and Federal income tax and workers' compensation obligations.

(d) Vendor assumes sole and full responsibility for its acts and the acts of its employees, agents and Subcontractors relating to the performance of this CTSA.

(e) Vendor agrees that any claim on behalf of any person arising out of employment, alleged employment, agency or subcontracts entered into by Vendor (including, but not limited to, claims of discrimination against Vendor, its officers, or its agents or its Subcontractors) are the sole responsibility of Vendor and are not the responsibility of DIR or any Customer, and that Vendor will indemnify and hold harmless the State from any and all such claims asserted against the State, DIR or any Customer. Vendor understands that any person who alleges a claim arising out of employment, alleged employment, agency, or subcontract by Vendor (including, but not limited to, claims of discrimination against Vendor, its officers, or its agents or its Subcontractors) will not be entitled to any compensation, rights, or benefits from DIR (including, but not limited to, tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).

Any non-employment related claims of discrimination that may be brought against the DIR or any Customer shall not be subject to indemnification and hold harmless provisions of the CTSA.

Section 4.03 Cooperation with DIR, other TEX-AN NG Vendors, and Customers.

(a) Cooperation with DIR on cost avoidance and performance measures.

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the CTSA. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of Services sold under the CTSA. The report shall contain: Service description, list price, Price to Customer or Rate To DIR under the CTSA, and pricing from three (3) alternative contract sources then currently offered by Vendor under which Customers are eligible to procure the Services from Vendor. Additionally, Vendor shall promptly provide DIR with all other CTSA performance related information that assists FIR is reporting the other performance measures for which it is responsible.

(b) Cooperation with Customers.

Vendor must ensure that Vendor employees, agents and Subcontractors will cooperate with DIR and Customers at no charge to DIR for purposes relating to the administration of the TEX-AN NG Program including, but not limited to the following purposes:

(1) The investigation and prosecution of fraud, abuse, and waste in the TEX-AN NG Program;

(2) Subject to terms of Article 8, Audit, inspection, or other investigative purposes; and

(3) Testimony in judicial or quasi-judicial proceedings relating to the Services under this CTSA or other delivery of information to DIR or Customers' investigators or legal staff.

Section 4.04 Conduct of and responsibility for Vendor employees.

(a) While performing the Services, Vendor's employees, agents and Subcontractors must:

(1) Comply with applicable State, DIR and Customer rules, and regulations and DIR's requests regarding personal and professional conduct generally applicable to the Service locations, including, but not limited to, conforming to all physical security standards and requirements, as required given the Service location; and

(2) Otherwise conduct themselves in a businesslike and professional manner.

(b) If DIR determines, in its sole and absolute discretion, that a particular employee, agent, or Subcontractor is not conducting him/herself or itself in accordance with this *Section 4.04*, DIR may provide Vendor with notice and documentation concerning such conduct. Upon receipt of such notice, Vendor must promptly investigate the matter and take appropriate action that may include:

(1) Removing the employee, agent or Subcontractor from Service delivery under this CTSA;

(2) Providing DIR with written notice of such removal; and

(3) Replacing the employee, agent or Subcontractor with a similarly qualified individual acceptable to DIR, in its sole and absolute discretion, in the case of Key Personnel and Subcontractors.

(c) Vendor shall replace any employee, agent or Subcontractor who is not adequately performing assigned responsibilities or who, as mutually determined by the Parties, after consultation with Vendor, is unable to work effectively with DIR staff or Customer staff. In such event, Vendor will provide replacement employee(s), agent(s), or Subcontractor(s) with equal or greater skills and qualifications as soon as reasonably practicable. Replacement of Key Personnel will be subject to consultation with the Vendor and mutual agreement of the Parties. The Parties will work together in the event of any such required replacement so as not to disrupt Service delivery under the CTSA. Other than in instances when DIR determines, in its sole and absolute discretion, that removal must be handled immediately to avoid imminent harm to the TEX-AN NG Program or safety to others, DIR and Vendor will provide written notice and cooperate with the other entity in a manner intended to minimize staff turnover and the adverse impact any requested removal may have on the Services. Nothing in this CTSA will prevent Vendor from replacing employees not identified as Key Personnel.

(d) Vendor agrees that anyone used by Vendor to fulfill the terms of this CTSA is an employee, agent or Subcontractor of Vendor and remains under Vendor's sole direction and control.

(e) Vendor agrees to be responsible for the following with respect to its employees, agents or Subcontractors:

(1) Damages incurred by Vendor's employees, agents or Subcontractors within the scope of their duties under this CTSA; and

(2) Determination of the hours to be worked and the duties to be performed by Vendor's employees, agents or Subcontractors.

Section 4.05 Responsibility for Subcontractors.

(a) Vendor remains fully responsible for obligations, services, and functions performed by its Subcontractors to the same extent as if such obligations, services, and functions were performed by Vendor's employees or agents and for purposes of this CTSA such work will be deemed work performed by Vendor. DIR may request in writing and the Parties will mutually determine a replacement of any Subcontractor found to be unacceptable in accordance with *Section 4.04.*

(b) Vendor must not disclose Confidential Information of DIR, a Customer or the State to a Subcontractor unless and until such Subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of Vendor under this CTSA.

(c) Vendor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an Affiliate of Vendor, that will perform subcontracting services under this CTSA. The Vendor agrees that it is the sole point of contact for DIR with regard to all matters under this CTSA, including any matters with respect to Vendor's Subcontractors.

(d) Vendor shall not change a Subcontractor prior to submitting for DIR's approval, in its sole and absolute discretion, a revised HUB Subcontracting Plan. Only upon DIR's approval of a revised HUB Subcontracting Plan may Vendor proceed with replacement of a Subcontractor.

Section 4.06 DIR's ability to contract with Subcontractors.

(a) Vendor is permitted to secure from its employees performing Services for the TEX-AN NG Program and under this CTSA covenants not to compete provided that no such covenant to compete shall prohibit such employees from contracting with DIR for a period of more than one year from the date of termination of employment (whether in employment agreements or other contractual arrangements).

(b) Vendor may secure from its employees, agents and Subcontractors, agreements preventing use or disclosure of Vendor's Confidential Information, and agreements preventing such employees, agents and Subcontractors from soliciting Vendor's employees and Customers and their employees.

(c) Vendor is permitted to secure from its Subcontractors performing Services covenants not to compete with Vendor with respect to the award of the particular Services for which Subcontractor was engaged to perform under the Subcontract. With the exception of termination of the CTSA for convenience, the covenant not to compete shall not prohibit such Subcontractors from contracting with DIR any time after expiration or termination of the CTSA. In the event DIR terminates the CTSA for convenience, the covenant not to compete may continue to prohibit such Subcontractors from contracting with DIR for a term of not more than one year from the date of termination of the Subcontract.

Section 4.07 Security of Premises, Equipment, Data, and Personnel.

Vendor may, from time to time during the performance of the CTSA, have access to the premises, Equipment, software and other property, including data, files and/or materials (collectively referred to as "data") belonging to DIR or Customers. Vendor will use its commercial best efforts to preserve the safety, security, and the integrity of the premises, Equipment, data and other property of DIR or Customer, in accordance with the instruction of DIR or Customers. Subject to the provisions of Section 11.11, Vendor will be responsi-

ble for damage to DIR or Customer's equipment, software, workplace, and its contents, when such damage is caused by Vendor's employees, agents or Subcontractors.

Section 4.08 Background and/or Criminal History Investigation.

Prior to commencement of any Services, background and/or criminal history investigation of certain of the Vendor's employees, agents and Subcontractors who will be involved in the provision of Services to DIR under the CTSA, or to Customers under a TEX-AN NG Customer Services Agreement, may be performed by DIR or certain Customers per Section 411.1405 of the Texas Government Code, having legislative authority to require such investigations. Should any employee, agent, or Subcontractor of the Vendor who will be involved in the provision of Services to DIR under the CTSA, or to a Customer under a Customer Services Agreement, not be acceptable to DIR or Customer, in their sole and absolute discretion, as a result of the background and/or criminal history check, then DIR or Customer, in their sole and absolute discretion, may immediately require replacement of the employee, agent or Subcontractor in question.

Article 5. Governing Law and Regulations.

Section 5.01 Governing law and venue.

This CTSA is governed by the laws of the State without regard to conflict of laws principles, and interpreted in accordance with Texas law. Provided Vendor first complies with the procedures set forth in *Section 11.10 Dispute Resolution,* proper venue for a claim arising from this CTSA will be in a State court in Travis County, Texas.

Section 5.02 Vendor responsibility for compliance with laws and regulations.

(a) Vendor is responsible for compliance with all laws, regulations, and administrative rules that govern the performance of the Services including, but not limited to, all State and Federal telecommunications laws, tax laws, State and Federal employment and immigration laws, State and Federal regulatory requirements, and licensing provisions.

(b) Vendor is responsible for ensuring each of its employees, agents, or Subcontractors who are involved in the provision of Services under this CTSA are legally eligible to work in the State and the United States, properly licensed, certified, and/or have proper permits to perform any activity related to the Services.

(c) Vendor warrants that the Services comply with all applicable Federal, State, County and Municipal laws, regulations, codes, ordinances, guidelines, and policies. Vendor will indemnify DIR and any Customer from and against any losses, liability, claims, damages, penalties, costs, fees, or expenses arising from or in connection with Vendor's failure to comply with or violation of any Federal, State, and County and Municipal law, regulation, code, ordinance, or policy.

Section 5.03 Compliance with Immigration laws.

Vendor shall comply with the requirements of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of 1996 Act , who will perform any labor or services under this CTSA.

Section 5.04 Equal Opportunity Compliance.

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including Federal or State laws and the laws of the State

in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States will, on the grounds of race, color, religion, national origin, sex, age, veteran status, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any TEX-AN NG Program or activity performed by Vendor under this CTSA. If Vendor is found by DIR, in its sole and absolute discretion, any regulator with jurisdiction over Vendor's Services, or a court of competent jurisdiction to not be in compliance with these requirements during the term of this CTSA, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its non-discriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

Section 5.05 Historically Underutilized Business (HUB) Program.

Vendor shall comply with Chapter 2161, Texas Government Code in the provision of Services under this Contract. Vendor's HUB Subcontracting Plan is incorporated into the CTSA as *Exhibit I.* Vendor shall comply with the HUB Program Rules for reporting HUB subcontractor participation in the CTSA and for changing the HUB Subcontracting Plan throughout the Term.

Article 6. Service Levels and Performance Measurement.

Section 6.01 Performance measurement.

Satisfactory performance of this CTSA will be measured by:

(a) Adherence to this CTSA, including all representations, warranties and covenants;

(b) Compliance with Project work plans, schedules, and milestones as mutually agreed in accordance with the TEX-AN NG Customer Services Agreements;

(c) Delivery of the Services in accordance with the Service Level Agreements agreed to in *Exhibit D Performance Management*;

(d) Results of audits performed by DIR or its representatives in accordance with *Article 8;*

(e) Timeliness, completeness, and accuracy of required reports agreed to in *Exhibit F Reporting*; and

(f) Achievement of other performance measures developed by Vendor and DIR and as modified from time to time by written agreement.

Article 7. Amendments.

Section 7.01 Amendments.

(a) Adjustments to *Exhibit C, Attachment C-1* initiated by either Party.

The process for submitting, reviewing and approving/disapproving and appealing proposed adjustments or recommendations for changes to any element contained in *Exhibit C, Attachment C-1*, upon mutual agreement, shall be in accordance with *Article 3* of *Exhibit C* to the CTSA. The Parties desire to develop and implement an electronic fast-track system for the continuous improvement of the Rates To DIR and Prices available to the Customers under the CTSA, without reliance on a formal amendment process. A mutually agreed upon change to the contents of *Exhibit C*,

approved in accordance with *Article 3* of *Exhibit C,* shall be considered an approved amendment of the CTSA for all purposes.

(b) Amendments and modifications resulting from changes in law or contract and as mutually agreed.

Except for changes subject *to Section 7.01 (a)* above, this CTSA may be amended by mutual written agreement of the Parties if changes in Federal or State laws, rules, regulations, policies, guidelines, or circumstances affect the performance of the Services, provisions need to be added or amended within the CTSA, or as otherwise agreed to in writing by the Parties. The Parties developed appropriate procedures for amending or modifying the CTSA in the *CTSA Article 7 Contract Amendments*.

(c) Modifications resulting from imposition of remedies.

This CTSA may be modified under the terms of *Article 11 Remedies and Disputes* of this *Exhibit B.*

Section 7.02 Required compliance with amendment procedures.

No different or additional Services will be authorized or performed except pursuant to amendment of this CTSA that is executed in compliance with the CTSA. No waiver of any term, covenant, or condition of this CTSA will be valid unless executed by both Parties. Vendor will not be entitled to payment for any Services that are not authorized by this CTSA or a properly executed amendment to the CTSA, authorized through the express written (including electronic signature) authorization of DIR and Vendor.

Article 8. Audit and Financial Compliance.

Section 8.01 Financial record retention and audit.

Vendor agrees, and shall cause its agents and its Subcontractors to agree, to maintain supporting financial information and documents that are adequate to ensure compliance with this CTSA, and are sufficient to ensure the accuracy and validity of Monthly Consolidated Invoices to DIR and direct billing to Customers for certain direct sales transactions. Vendor agrees, and shall cause its agents and Subcontractors to agree, to maintain and retain such documents, including all original forms, records and associated documentation, for a period of four (4) years after the date of submission of the final billing or until the resolution of all litigation, claims, financial management reviews or audits pertaining to this CTSA, whichever is longer.

Section 8.02 Access to records, books, and documents.

(a) Upon 30 days notice by DIR, Vendor must provide, and cause its agents and its Subcontractors to provide, the officials and/or entities identified in this *Section 8.02* with prompt, reasonable, and adequate access to any records, books, documents, and papers that are directly pertinent to the performance of this CTSA and any TEX-AN NG Customer Service Agreements. Any access to facilities will be during normal working hours and subject to the security requirements of the facilities.

(b) Vendor and its agents and its Subcontractors must provide the access described in this *Section 8.02* upon DIR's request. This request may be for the following purposes:

(1) Audit;

(2) Investigation;

(3) Contract administration; or

(4) The making of copies.

(c) Reasonable access required must be provided to the following officials and/or entities with prior written notice:

(1) Any Independent Verification and Validation contractor or quality assurance contractor, when acting on behalf of DIR;

(2) The Office of the State Auditor or its designee;

(3) A State or Federal law enforcement agency;

(4) A special or general investigating committee of the Texas Legislature or its designee; and

(5) Any auditor or other entity identified by DIR.

(d) Vendor agrees, and will require its agents and its Subcontractors to agree, to provide reasonable access with prior written notice described wherever Vendor maintains such books, records, and supporting documentation. Vendor further agrees, and will require its agents and its Subcontractors to agree, to provide such access in reasonable comfort and to provide any furnishings, Equipment, or other conveniences deemed reasonably necessary to fulfill the purposes described in this *Section 8.02*.

(e) Subject to Vendor's compliance with the State Auditor's rights as authorized in Section 2262.003, Texas Government Code, DIR does not object to Vendor's request that any auditor, inspector or other entity identified by the State under this CTSA that requires access to Vendor's Confidential Information will be required to execute a confidentiality agreement protecting the confidentiality of Vendor's information, in form reasonably satisfactory to Vendor.

Section 8.03 State Auditor's Office Audit.

In addition to and without limitation on the other audit provisions of this CTSA, pursuant to Section 2262.003, Texas Government Code, acceptance of funds under the CTSA by Vendor acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor, and its agents and its Subcontractors, agree to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards pertaining to the CTSA. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

Section 8.04 Audits of Services, Deliverables and inspections.

(a) Upon notice from DIR, Vendor will provide, and will cause its agents and its Subcontractors to provide, such auditors and inspectors as DIR may from time to time designate, with access to:

(1) Vendor, agent and Subcontractor service locations, facilities, or installations; and

(2) Vendor, agent and Subcontractor Software and Equipment.

(b) Vendor must provide, and shall cause its agents and its Subcontractors to provide, as part of the Services, any assistance that such auditors and inspectors reasonably may require to complete such audits or inspections.

Section 8.05 Response/compliance with audit or inspection findings.

(a) Vendor must take action to ensure its employees', agents' or Subcontractors' compliance with or correction of any finding of non-compliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the Services or any other Deficiency contained in any audit, review, or inspection conducted under this *Article 8*. This action will include Vendor's delivery to DIR, for DIR's approval, a Corrective Action Plan in accordance with *Section 11.02(c)* that addresses Deficiencies identified in any audit(s), review(s), or inspection(s) within ten calendar days of the close of the audit(s), review(s), or inspection(s).

(b) Vendor must bear the expense of compliance with any finding of noncompliance under this *Section 8.05.*

(c) As part of the Services, Vendor must disclose to DIR, upon DIR's request, and will include in its Subcontracts a requirement that each of its Subcontractors will disclose upon request, a copy of those portions of its internal audit reports relating to the Services.

Section 8.06 Audit of telecommunications fees and surcharges, Rates To DIR, Prices and certifications filed pursuant to *Section 3.04* of the CTSA.

(a) Vendor will provide, and will cause its agents and its Subcontractors to provide, to DIR and its designees access to such financial records and supporting documentation reasonably requested by DIR to audit telecommunications fees and surcharges, Rates To DIR, Prices for direct sales transaction Customers and any certifications filed pursuant to *Section 3.04* of the CTSA. Such audit shall be conducted pursuant to the processes described in *Section 8.02*.

(b) In addition to its monthly review and payment of Monthly Consolidated Invoices under the CTSA, DIR may audit the applicable telecommunications fees and surcharges, Rates To DIR, Prices to direct sales transaction Customers and any certifications filed under Section 3.04 of the CTSA to determine that such telecommunications fees and surcharges, Rates To DIR, Prices to direct sales transaction Customers and any certifications filed pursuant to *Section 3.04* of the CTSA are accurate and in accordance with this CTSA. Such audit shall be conducted pursuant to the processes described in *Section 8.02.*

(c) Results of an audit of a certification filed pursuant to *Section 3.04* of the CTSA shall be implemented in accordance with *Section 3.04(b).* If, as a result of any other audits listed in Section 8.06 (b) above, DIR determines that Vendor has overcharged the State, DIR will notify Vendor in writing of the amount of such overcharge, and provide to the Vendor the work papers supporting such position. Vendor will promptly pay to DIR the undisputed amount of the overcharge, plus interest as calculated in accordance with Chapter 2251, Texas Government Code, for late payments, and the Parties will use good faith efforts to resolve any disputed amounts as soon as practicable. In the event such audit reveals an overcharge of five percent (5%) or more to DIR which is not disputed and is in excess of five percent (5%) of the total invoiced amounts for all products and services for such period, Vendor will reimburse DIR for the reasonable cost of this audit.

Article 9. Terms and Conditions of Vendor Billing and DIR and Customer Payment.

Section 9.01 Monthly Consolidated Invoice to DIR.

The Vendor shall provide DIR with a Monthly Consolidated Invoice which includes all Services provided by the Vendor to DIR, at the Rates To DIR and with any applicable telecommunications fees and surcharges as allowed by this CTSA, in electronic format, with the ability to batch load. All such Monthly Consolidated Invoices shall conform to the standards as set forth in *Exhibit F, Attachment F-17, Billing Plan*.

Section 9.02 Invoices for direct sales transactions to Customers.

The Vendor shall provide to each direct sales transaction Customer a monthly Invoice for the direct sales transaction Services provided to such Customer, in electronic format, at the Prices (Rates To DIR plus CRF) and with any applicable telecommunications fees and surcharges as allowed by this CTSA.

Section 9.03 Limitations on the right to Bill.

The Vendor shall not submit a bill for any Services prior to the SOCN date which is 2 business days after the order completion. The completion date controls the start and stop of the services billed. Vendor shall stop billing one day after the order completion date.

Section 9.04 Telecommunications fees and surcharges and taxes.

(a) If there are applicable FCC, PUC or other authorized telecommunications fees and surcharges in effect as of the date of this CTSA which may appear on billings to Customers, they are disclosed in the appropriate section per Service in *Exhibit C* to the CTSA. Any additional FCC, PUC or other authorized telecommunications fees and surcharges applicable to any Service may only be imposed during the Term, upon a written amendment to authorize such imposition under the CTSA. Vendor acknowledges that certain Customers that are political subdivisions of the State, are exempt from the imposition and collection of certain State telecommunications fees, including the Texas Universal Service Fund Charge and the Texas Infrastructure Fund assessment. In addition, State agency Customers have additional exemptions from State telecommunications fees, including the 9-1-1 emergency service fee, 9-1-1 equalization surcharge, poison control surcharge, and late charges imposed under Section 55.010, Texas Utilities Code. Vendor agrees to not bill for any items which are not mandated by the FCC, PUC or other proper authority and which are otherwise not applicable to the Services and for which Vendor has requested and received valid exemption certificates from Customers. Vendor agrees to promptly correct any incorrect billings of telecommunications fees and surcharges that occur. Vendor acknowledges that DIR makes no representation about the exemption status of any Customers that are “assistance organizations.” Vendor must request and receive any exemption certificates that may apply from each assistance organization directly.

(b) During the Term, all changes in the law or fee structures, which creates or authorizes Vendor to impose an unlisted telecommunications fees and surcharges on the Services, which Vendor desires to impose, shall require an amendment in order to be effective against the State, DIR and Customers. In the event of a change in the law or telecommunications fees and surcharges structures, which results in an exemption from payment in favor of the State, DIR and/or Customers, Vendor shall give effect to the exemption without the necessity of an amendment hereto based on the presentation of valid exemption certificates or other notice being provided to Vendor.

(c) Vendor acknowledges that certain Government Entity Customers are exempt from state sales, use and excise taxes, Section 151.309, Texas Tax Code, and Federal

Excise Tax, 26 USC Sections 4253 (i) and (j). Vendor further acknowledges that State agency Customers are exempt from the assessment and collection of sales taxes imposed by political subdivisions of the State. See Sections 321.208 (municipalities) and 323.207 (counties), Texas Tax Code. The Government Entity Customers shall issue a tax exemption certificate upon request to Vendor. Vendor acknowledges that DIR makes no representation about the exemption status of any Customers that are "assistance organizations." Vendor must request and receive any exemption certificates that may apply from each assistance organizations directly.

Section 9.05 Reserved.

Section 9.06 Expenses.

Except as provided in this CTSA with respect to Rates To DIR, Prices to direct sales transaction Customers, and authorized telecommunications fees and surcharges, all other expenses incurred by Vendor in connection with its provision of the Services will not be paid by DIR or Customer unless agreed upon by DIR or Customer in writing. Vendor hereby waives any and all claims for additional compensation related to the Services except as set forth in *Exhibit C* hereto.

Section 9.07 Dispute Handling and Adjustments

(a) A billing inquiry is any question or issue about a Monthly Consolidated Invoice that may lead to a billing Dispute. It is DIR's responsibility to validate Vendor Monthly Consolidated Invoices each month. During that process, billing inquiries will arise, and the Vendor shall support DIR by timely answering or responding to billing inquiries. The Vendor shall respond within one Business Day of receipt of the billing inquiry.

(b) Within 120 calendar days of the date of any Monthly Consolidated Invoice, DIR has the right to file a billing Dispute. The Vendor shall investigate, report on and use reasonable business efforts to resolve Disputes within 60 calendar days that involve less than or equal to $15,000 and within 90 calendar days for disputes that involve amounts greater than $15,000. This time frame starts with the submission of the Dispute by DIR and ends with the satisfactory resolution of the Dispute. When warranted, Vendor shall issue Billing Adjustment(s) within 2 billing periods of resolution. DIR may require a revised Monthly Statement that does not contain the disputed item(s). Vendor shall allow non-payment by DIR for the disputed amount until there is a Dispute Resolution, as allowed by Chapter 2251, Texas Government Code.

(c) Direct sales transaction Customers shall have the same rights as DIR under *Section 9.07, Subsection (a) and (b)* above, for the Invoices they receive for direct sales transactions.

(d) If DIR or a direct sales transaction Customer disputes payment of all or any portion of an Invoice from the Vendor, DIR or the direct sales transaction Customer, respectively, will notify Vendor of such Dispute and the Parties, either DIR and Vendor or the direct sales transaction Customer and Vendor, as appropriate, will attempt in good faith to resolve the dispute in conformance with Chapter 2251, Texas Government Code. DIR and the direct sales transaction Customer will not be required to pay any disputed portion of a Vendor invoice. Notwithstanding any such Dispute, the Vendor must continue to perform the Services in compliance with the terms of this CTSA pending resolution of Disputes so long as all undisputed amounts continue to be paid to Vendor.

Section 9.08 Billing Adjustments

(a) A billing Adjustment is a modification or correction of a billing amount of an element of a Service or a SLA Credit. Billing Adjustments may be made on both recurring and non-recurring charges, and are used to settle Disputes and financial discrepancies.

(b) Vendors shall include in its Monthly Consolidated Invoice to DIR or its Invoices to direct sales transaction Customers, the following minimum items as billing Adjustments:

(1) Correction of a billing error discovered by Vendor, DIR or the direct sales transaction Customer, as appropriate;

(2) Back-billing;

(3) SLA Credits; and

(4) Any other elements Vendor considers Adjustments as set forth in its *Billing Plan, Exhibit F, Attachment F-17* hereto.

(c) The Vendor shall resolve all Disputes by any one of the three following approaches:

(1) Issue a proposed Dispute resolution for the full amount;

(2) Provide evidence acceptable to DIR or the direct sales transaction Customer, as appropriate that the disputed amount will be reduced; or

(3) Provide evidence acceptable to DIR or the direct sales transaction Customer, as appropriate, that the Dispute is not valid.

(d) For all Disputes, the Parties shall mutually agree to a resolution before issuing a billing Adjustment.

Section 9.09 Back-billing and POP moves.

(a) Rates To DIR or Prices to direct sales transaction Customers for Services inadvertently left off previous Monthly Consolidated Invoices or direct Invoices by the Vendor shall be back-billed no more 120 calendar days (however, in no case may the back-billing include a time period prior to the delivery of the SOCN). Pursuant to PUC Rule 26.27, a six month limit from the date of discovery of an error applies to back-billing of all billed Services. Back-billing shall be included in the Adjustments.

(b) Vendor Initiated Point of Presence location moves for standard services shall not adversely affect the existing Rates To DIR and/or Prices to direct sales transaction Customers for a Service while under a term commitment. Vendor shall provide DIR and affected Customer(s) no less than sixty (60) days advance written notice of the amount of an adverse change when a Vendor initiated Point of Presence location move will result in an adverse change to Rates to DIR and/or Prices to direct sales transaction Customers.

Section 9.10 Liability for taxes, insurance and indemnification.

(a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR WILL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDORS', AGENTS' AND SUBCONTRACTORS' EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS TEX-AN NG COMMUNICATIONS TECHNOLOGY SERVICES AGREEMENT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. VENDOR AGREES AND ACKNOWLEDGES THAT VENDOR'S EMPLOYEES, AGENTS OR SUBCONTRACTORS WILL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. DIR AND/OR

THE STATE WILL NOT BE LIABLE TO THE VENDOR ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

(b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS DIR, ALL CUSTOMERS, THE STATE AND/OR EACH OF THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR EXPECTATIONS OF BENEFITS BY VENDOR, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS IN THEIR PERFORMANCE UNDER THIS TEX-AN NG COMMUNICATIONS TECHNOLOGY SERVICES AGREEMENT. VENDOR WILL BE LIABLE TO PAY ALL REASONABLE COSTS OF DEFENSE INCLUDING REASONABLE ATTORNEYS' FEES AND OUT OF POCKET EXPENSES. THE DEFENSE WILL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

Section 9.11 Independent Contractor status.

Vendor will perform the Services under this CTSA as an independent contractor and not as an agent or as a representative of DIR.

Section 9.12 No additional consideration.

Vendor, its agents and its Subcontractors will not be entitled to nor receive from DIR any additional consideration, compensation, salary, wages, or any other type of remuneration for Services rendered under this CTSA, except as set forth in *Exhibit C*. Specifically, Vendor will not be entitled by virtue of this CTSA to any consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever. In addition, all costs associated with transportation, delivery, and insurance relating to the Vendor's, agents' or Subcontractors' performance of this CTSA will be paid for by the Vendor.

Section 9.13 Additional Terms of Payment.

(a) Payments due by DIR or Customers under this CTSA, or a TEX-AN NG Customer Services Agreement will be made as follows:

(1) Customers who are Government Entities will make payments in accordance with the Texas Prompt Payment law, Texas Government Code, Chapter 2251.

(2) Customers who are either private institutions of higher education or assistance organizations (as both are described in the definition of "Customer" in Section 21 to Exhibit A ("Definitions")) will make payment within 30 days after the date of the invoice. Such Customers will reimburse Vendor for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. In addition, Vendor may charge such Customers with late payment fees (a) for Services contained in a Tariff or Guidebook, at the rate specified therein, or (b) for all other Services, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law for overdue payments.

(b) All checks remitted in payment of amounts due hereunder will refer to the invoice number. Restrictive endorsements or other statements on checks are void.

Section 9.14 Payments for Services.

During the term of this CTSA, Vendor will receive funds in consideration for the Services, calculated in accordance with *Exhibit C*. Payment for Disentanglement Services will be in accordance with the Disentanglement Plan agreed to between the Parties, in accordance with *Section 11.06 Payment and other provisions at CTSA termination, subsection (d)*.

Section 9.15 Reporting of direct sales transactions and payment to DIR of CRFs.

(a) Reporting Responsibility.

(1) Vendor shall be responsible for reporting all direct sales transaction Services purchased under the CTSA. Vendor shall file the monthly reports, subcontract reports, and pay the CRFs in accordance with the due dates specified in this *Section 9.15.*

(2) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this Section, including but not limited to, compliance checks of Vendor's applicable CTSA books and records in accordance with terms and conditions of *Article 8*.

(b) Detailed Monthly Report.

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR, upon mutual agreement, showing the dollar volume of any and all direct sales transaction Services sold under the CTSA for the previous month period. The Parties have agreed to data and formats, to include detailed data for quotes, orders, trouble tickets, billing, Service Level Agreements and network monitoring and formats to include email, delimited flat file and web services XML. Reports shall be submitted to the DIR E-Mail Box at ict.sales@dir.texas.gov. Reports are due on the thirtieth (30th) calendar day of the month after the close of the previous month period. The monthly report shall include, per direct sales transaction: the detailed direct transaction sales for the period, Customer name, Invoice date, Invoice number, Description, quantity, unit Price, extended Price, Customer Purchase Order number, contact name, Customer's complete billing address, and other information as required by DIR. Each report must contain all information listed above per direct sales transaction or the report will be rejected and returned to the Vendor for correction in accordance with this *Section 9.15.*

(c) Historically Underutilized Businesses Subcontract Reports.

(1) Vendor shall electronically provide each direct sales transaction Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the CTSA, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

(2) Reports shall be due in accordance with the CPA rules governing the HUB program.

(d) CRFs.

(1) The CRFs shall be paid by Vendor to DIR for each direct sales transaction under the CTSA. The CRF per direct sales transaction Service is specified in the CTSA at *Exhibit C*. Payment of the CRFs shall be due on the thirtieth (30th) calendar day after the close of the previous month period.

(2) Vendor shall reference the CTSA contract number on any remittance instruments.

(e) Accurate and Timely Submission of direct sales transaction sales Reports.

(1) The direct sales transaction sales reports and CRFs paid shall be accurate and timely and submitted in accordance with the due dates specified in this Section.

Vendor shall correct any inaccurate reports or CRF payments within five (5) Business Days upon written notification by DIR. Vendor shall deliver any late reports or late CRF payments within five (5) Business Days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or CRF payments or deliver late reports and CRF payments within five (5) Business Days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval, in its sole and absolute discretion.

(2) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and CRF payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in *Section 8.04* of this *Exhibit B*, at Vendor's expense.

Article 10. Disclosure and Confidentiality of Information.

Section 10.01 Confidentiality.

(a) Vendor shall, and Vendor shall cause its agents and its Subcontractors to, treat all information that is obtained through performance of the Services under this CTSA, including, information relating to DIR, Customers and Authorized End Users of the TEX-AN NG Program as Confidential Information to the extent that confidential treatment is provided under State and Federal law, regulations, or administrative rules.

(b) Vendor is responsible for understanding the degree to which information obtained through performance of this CTSA is confidential under State and Federal law, regulations, or administrative rules. Vendor is responsible for causing its agents and Subcontractors to understand the degree to which information obtained through performance of the CTSA is confidential under State and Federal law, regulations, or administrative rules.

(c) Vendor shall, and cause its employees, agents and Subcontractors to, not use any information obtained through performance of this CTSA in any manner except as is necessary to the proper discharge of obligations and securing of rights under this CTSA. In addition, Vendor will only disclose that information to its employees, agents, and Subcontractors on a need-to-know basis.

(d) Vendor must have systems in effect to protect all records and all other documents deemed Confidential Information that are maintained in connection with the Services. Any disclosure or transfer of Confidential Information by Vendor, including information required by DIR, will be in accordance with applicable State and Federal law, regulations, or administrative rules. If the Vendor receives a request for information deemed to be Confidential Information, the Vendor will immediately notify DIR of such request, and will make best efforts to protect such information from public disclosure.

(e) In addition to the requirements expressly stated in this *Section 10.01*, Vendor must comply with any policy, rule, or requirement of DIR that relates to the safeguarding or disclosure of information relating to the TEX-AN NG Program recipients, Vendor's operations, or Vendor performance of this CTSA. A copy of such policy, rule or requirement will be provided to Vendor upon request.

(f) In the event of the expiration or termination of this CTSA for any reason all Confidential Information of a Party, disclosed to, and all copies thereof made by, the other Party will be returned to the disclosing Party or, and to the extent authorized by applicable record retention laws and policies, at the disclosing Party's option, erased or

destroyed. The recipient of the Confidential Information will provide the disclosing Party certificates evidencing such erasure or destruction. Notwithstanding anything in this CTSA to the contrary, the Vendor may retain safeguarded (and encrypted if Sensitive Personal Information as defined under the laws of the State is included) copies of the following records and data it receives or prepares during or in connection with the TEX-AN NG Program and CTSA, to comply with the record keeping requirements of *Section 8.01* and for archival and defense purposes:

(1) Supporting financial information and documents that are adequate to ensure CTSA compliance and are sufficient to ensure the accuracy and validity of Vendor Invoices;

(2) Financial information, records and reports;

(3) Transaction logs;

(4) Vendor's customer database data files;

(5) Human resources documentation;

(6) Audit reports;

(7) Operational reporting (e.g. security logs, security metrics reporting/audits, and relevant network reports/logs); and

(8) Data for the TEX-AN NG Program and CTSA and its applications, including maintenance log files, uptime log files, relevant network access log files, and other required analytics.

(g) The obligations in this Section will not restrict any disclosure by a Party pursuant to any order of a court or government agency, including the Public Information Division of the Office of the Texas Attorney General, or as otherwise authorized to be revealed by law provided that the disclosing Party will give prompt written notice to the non-disclosing Party of such order or other authorization to the extent practicable and not prohibited by law, governmental authority or legal process.

(h) Confidential Information of a Party will not be afforded the protection of this CTSA to the extent such data was:

(1) Already known to the receiving Party without restrictions at the time of its disclosure by the furnishing Party;

(2) Independently developed by the receiving Party without reference to the furnishing Party's Confidential Information;

(3) Rightfully obtained by the other Party without restriction from a third party after its disclosure by the furnishing Party;

(4) Publicly available other than through the fault or negligence of the other Party; or

(5) Released without restriction to anyone.

(i) DIR will require its agents and Subcontractors to comply with the terms of this *Section 10.01* as it relates to Vendor Confidential Information. Subject in all cases to *Section 10.01(g)*, DIR will not disclose Vendor Confidential Information to its agents or contractors who are direct competitors of Vendor. Prior to disclosing Vendor Confidential Information to other Vendors, DIR will obtain approval from Vendor, whose consent to use will not be unreasonably withheld or delayed, and an executed confidentiality agreement from the anticipated recipient of such Vendor Confidential Information in a form acceptable to Vendor.

Section 10.02 Disclosure of DIR's and Customers' Confidential Information.

(a) The Parties will report any and all unauthorized disclosures or uses of either Party's Confidential Information that may have been disclosed in an unauthorized manner. The Parties acknowledge that any publication or disclosure of either Party's Confidential Information to another party may cause immediate and irreparable harm to either Party and may constitute a violation of State or Federal laws. If the Parties should publish or disclose such Confidential Information to another party without authorization, the affected Party will immediately be entitled to seek injunctive relief or any other remedies to which it is, or they are, entitled under law or equity without requiring a cure period as described in *Article 11*.

(b) Vendor will require its agent(s) and/or its Subcontractor(s), to comply with the terms of this *Article 10*.

Section 10.03 Requests for public information.

(a) Vendor acknowledges that DIR and some of the Customers are subject to the Public Information Act (Chapter 552, Texas Government Code). Vendor also acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Office of the Texas Attorney General concerning the Public Information Act. DIR agrees that it will promptly notify Vendor of each request for disclosure of public information filed in accordance with the Public Information Act that requests any of the Vendor's Confidential Information, including data to which Vendor has a proprietary or commercial interest. DIR will deliver all copies of such requests for public information to Vendor in accordance with Chapter 552, Texas Government Code.

(b) With respect to any information that is the subject of a request for disclosure, Vendor is solely responsible for and required to demonstrate to the Office of Texas Attorney General the specific reasons why the requested information is confidential or otherwise exempted from required public disclosure under the Public Information Act. Vendor will provide DIR with copies of all such communications.

(c) To the extent authorized under the Public Information Act, DIR agrees to safeguard from disclosure information received from Vendor that the Vendor believes to be Confidential Information. Vendor must clearly mark all information for which it believes an exception from public disclosure exists under the Public Information Act as Confidential Information or provide written notice to DIR that it considers the information to be Confidential Information.

(d) Under the terms of the CTSA, DIR may provide Vendor with information related to Customers, Authorized End Users and/or the TEX-AN NG Program. Vendor will not re-sell or otherwise distribute or release any such information to any party in any manner without DIR's, the Customer's or the Authorized End User's, as appropriate, express written consent (which consent shall be in their sole and absolute discretion), unless such disclosure is required by law or pursuant to *Section 10.01(g)* herein.

Section 10.04 Unauthorized acts.

Each Party agrees to:

(a) Notify the other Party promptly of any unauthorized possession, use, or knowledge, or any unauthorized attempt to possess, use or gain knowledge, of any Confidential Information by any person or entity that may become known to it;

(b) Promptly furnish to the other Party full details of the unauthorized possession, use, or knowledge, or any unauthorized attempt to possess, use or gain knowledge, and use reasonable efforts to assist the other Party in investigating or preventing the recurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of

Confidential Information. For DIR the reasonable efforts to assist Vendor shall be subject to and limited by the Texas Public Information Act and any other applicable laws; and

(c) Cooperate with the other Party in any litigation and investigation against third parties deemed necessary by such Party to protect its proprietary rights. For DIR the reasonable efforts to assist the Vendor shall be subject to and limited by the Texas Public Information Act and any other applicable laws.

Section 10.05 Legal action.

Vendor shall provide prompt written notice to DIR and/or Customer of Vendor's intent to file any legal action with respect to any unauthorized possession, use or of any attempt to possess, use or gain knowledge of DIR's and/or Customers' Confidential Information and DIR (and/or Customers, as applicable) shall have the right to participate in any such action.

Article 11. Remedies and Disputes.

Section 11.01 Understanding and expectations.

The remedies described in this *Article 11* contemplate Vendor's timely and responsive performance of the Services in accordance with all the terms of this CTSA, and to the creation of a flexible and responsive relationship between the Parties. Notwithstanding the foregoing, DIR reserves the right to proceed with all remedies available to it when such action would be in the best interest of the State. Billing Disputes are governed by Section 9 of these Terms and Conditions.

Section 11.02 Tailored remedies.

(a) Understanding of the Parties.

Vendor agrees and understands that DIR may pursue tailored contractual remedies for noncompliance with this Contract in the event Vendor does not comply with the non-operational, contract management obligations. At any time and at its sole and absolute discretion, except as agreed upon by the Parties in Exhibit D ("Performance Management") and as otherwise expressly provided in this *Article 11*, DIR may impose or pursue one remedy for each item of noncompliance and will determine remedies on a case-by-case basis. DIR's pursuit or non-pursuit of a tailored remedy does not constitute a waiver of any other remedy that DIR may have at law or equity, including, but not limited to, the remedies set forth in *Section 11.03* below. Except as agreed upon by the Parties in Exhibit D ("Performance Management") and as otherwise expressly provided in this Article 11, prior to imposing any remedy, DIR will provide notice to the Vendor of the Deficiency, and such notice shall include a reasonable cure period in accordance with *Section 11.02 (b),* or as specified elsewhere in this CTSA.

(b) Notice and opportunity to cure for Deficiencies.

(1) Within ten calendar days (or another date approved by DIR) of Vendor's receipt of written notice of a Deficiency, Vendor shall provide DIR a written response that:

(A) Explains the reasons for the Deficiency, Vendor's plan to address or cure the Deficiency, and the date and time by which the Deficiency will be cured; or

(B) If Vendor disagrees with DIR's findings, its reasons for disagreeing with DIR's findings.

(2) Vendor's proposed cure of a Deficiency is subject to the approval of DIR, in its sole and absolute discretion. Vendor's repeated commission of Deficiencies or repeated failure to resolve any such Deficiencies may be regarded by DIR as a Material Breach and entitle DIR to pursue any other remedy provided in this CTSA or any other appropriate remedy DIR may have at law or equity.

(c) Notice and opportunity to cure for Material Breach.

(1) DIR will notify Vendor in writing of any Material Breach.

(2) Vendor will, within ten calendar days (or another date approved by DIR) of receipt of written notice of a Material Breach, provide DIR a detailed written corrective action plan to correct or resolve such Material Breach (a Corrective Action Plan).

The Corrective Action Plan must provide:

(A) A detailed explanation of the reasons for the cited Material Breach;

(B) Vendor's assessment or diagnosis of the cause of the Material Breach; and,

(C) A specific proposal to cure or resolve the Material Breach promptly and completely.

(3) Vendor shall submit the Corrective Action Plan by the deadline set forth in DIR's notice of Material Breach. The Corrective Action Plan is subject to approval or modification by DIR, in its sole and absolute discretion.

(4) DIR will notify Vendor in writing of DIR's final disposition of the Corrective Action Plan. If DIR accepts Vendor's proposed Corrective Action Plan, DIR may:

(A) Condition such approval on completion of tasks in the order or priority that DIR may prescribe;

(B) Disapprove portions of Vendor's proposed Corrective Action Plan; or

(C) Require additional or different Corrective Action Plan(s).

(5) At any time during this process, DIR reserves the right, in its sole and absolute discretion, to:

(A) Suspend all, or part of, this CTSA; or

(B) Issue a written Stop Marketing Order which prohibits Vendor from further marketing the Services through or under the TEX-AN NG Contract to Customers during investigation of the alleged Material Breach and pending corrective action, if necessary, by Vendor, or a decision by DIR to terminate the CTSA for Cause. DIR may delay the implementation of the Stop Marketing Order if it affects the completion of any of the Services in accordance with a Customer's and/or Authorized End Users' approved schedule under a TEX-AN NG Customer Services Agreement. Any suspension or Stop Marketing Order by DIR that is not lifted within sixty (60) days will constitute a termination of this CTSA.

(6) DIR's acceptance of a Corrective Action Plan under this *Section 11.02* will not:

(A) Excuse Vendor's prior Material Breach(es) and/or Deficiencies;

(B) Relieve Vendor of its duty to comply with performance standards; or

(C) Prohibit DIR from assessing additional tailored remedies or pursuing other appropriate remedies for continued Deficiencies or Material Breaches.

(d) Administrative remedies.

(1) At its sole and absolute discretion, DIR may impose one of the following remedies for each Deficiency and/or Material Breach, and will determine the scope and severity of the remedy on a case-by-case basis:

(A) Assess Credits in accordance with the terms of this CTSA;

(B) Conduct accelerated monitoring of Vendor including more frequent or more extensive monitoring by DIR or its agents as reasonably deemed necessary by DIR, provided that such monitoring requirements shall not interfere with conduct of Vendor's business operations;

(C) Require additional, more detailed, marketing and/or performance reports to be submitted by Vendor as reasonably deemed necessary by DIR, provided that such reporting requirements shall not interfere with conduct of Vendor's business operations;

(D) Decline to extend this CTSA and/or approve any or all new TEX-AN NG Customer Service Agreements or renew of any or all TEX-AN NG Customer Service Agreements; and/or

(E) Terminate this CTSA in accordance with *Section 11.03*, provided, however, that the right to terminate hereunder shall be limited to those instances where:

1) The Deficiency constitutes a Material Breach;

2) DIR gives Vendor written notice of such Material Breach and specifies a reasonable cure period; and

3) Vendor does not cure the Material Breach within the applicable cure period.

(2) DIR will provide notice to Vendor of the imposition of an administrative remedy in accordance with this *Section 11.02*, with the exception of accelerated monitoring, which may be unannounced. DIR may require Vendor to file a written response in accordance with this *Section 11.02*.

(e) DIR Credits.

(1) Vendor acknowledges that with respect to matters covered by Exhibit D ("Performance Management"), DIR shall be entitled to assess Credits for such Deficiencies. DIR reserves the right, in its sole and absolute discretion, to waive all of part of any Credits, provided that all such waivers must be in writing, contain the reasons for the waiver, and must be signed by an authorized executive of DIR.

(2) The Credits prescribed in Exhibit D ("Performance Management") are not intended to be in the nature of a penalty, but are intended to be reasonable estimates of DIR's projected Damages resulting from Deficiencies.

(3) In accordance with *Exhibit D Performance Management*, DIR may elect, in its sole and absolute discretion, to collect Credits:

(A) through direct assessment and demand for payment delivered to Vendor; or

(B) by deduction of amounts assessed as Credits as set-off against payments then due to Vendor for the Services or that become due at any time after assessment of the Credits. DIR will make deductions until the full amount payable by the Vendor is received by the State.

(f) Equitable Remedies.

(1) Vendor acknowledges that DIR, the Customers and the State may be irreparably harmed by any Material Breach and that money Damages alone may not provide an adequate remedy therefore. Upon occurrence of a Material Breach or a threatened Material Breach, DIR, for and on behalf of the Customers and the State, shall be entitled to seek immediate injunctive or other equitable relief. Subject to any applicable sole and exclusive remedies, such remedy shall not be deemed to be DIR's exclusive remedy for a Material Breach, but shall be in addition to all other remedies available to DIR at law or in equity.

(2) If a court of competent jurisdiction finds that Vendor has committed an uncured Material Breach (or attempted or threatened to commit a Material Breach), Vendor agrees that, without any additional findings of irreparable injury or other conditions to injunctive relief, it will not oppose the entry of an appropriate injunctive order compelling performance by Vendor and restraining it from committing any further Material Breaches (or attempted or threatened Material Breaches).

(g) Suspension of CTSA by DIR.

(1) In addition to its rights under *Section 11.02 (c) (5)* and in Exhibit D ("Performance Management"), DIR may suspend performance of all or any part of this CTSA if DIR has reason to believe that Vendor, its agents and/or its Subcontractors, have committed, assisted in the commission of, or failed to take appropriate action concerning fraud, malfeasance or misfeasance concerning this CTSA and, if DIR, in its sole and absolute discretion, believes that the suspension is necessary to prevent material loss or material damages to the State, and the portion of the CTSA being suspended

(A) has a direct relationship to the alleged fraud, malfeasance or misfeasance concerning this CTSA; or

(B) DIR determines that suspension of this CTSA in whole or in part is convenient or in the best interests of the State or the TEX-AN NG Program.

(2) DIR will notify Vendor in writing of its intention to suspend this CTSA in whole or in part and of the facts or matter leading to such decision.

(h) Suspension of Customer Service or Service Component by Vendor.

DIR and/or Customer, as appropriate will ensure that the Site at which Vendor installs, maintains or provides Services is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. In the event Vendor encounters Hazardous Materials at the Site where Vendor is to install, maintain or provide Services and determines that such Materials present an unsuitable and unsafe working environment at the Site, Vendor will immediately notify DIR and the affected Customer in writing of that determination along with detail sufficient to enable DIR and the affected Customer to be fully informed as to the basis for Vendor's determination. In addition, Vendor may, at its sole option after provision of such notification, suspend performance of affected Services at that Site until the Hazardous Materials have been removed and remediated, at DIR's or the affected Customer's expense in accordance with applicable law.

(i) If no specific cure period is specified under this CTSA, such cure period will be not less than thirty (30) calendar days.

Section 11.03 Termination of CTSA.

Prior to the Expiration Date, this CTSA may be terminated in whole or in part for any of the following reasons:

(a) Termination by mutual agreement of the Parties.

This CTSA may be terminated by mutual agreement of the Parties. Such agreement must be in writing.

(b) Termination in the best interest of the State.

DIR may terminate this CTSA on 30 days prior written notice to Vendor, without penalty to or other liability on DIR, at any time when, in its sole discretion, DIR determines that termination is in the best interests of the State. The termination will be effective on the date specified in DIR's notice of termination. Notwithstanding the foregoing, Purchase Orders for products and services that either include a term commitment or minimum purchase commitment, issued by Customer prior to the termination of the CTSA, shall survive such termination.

(c) Termination for non-appropriation of funds.

(1) DIR, in its capacity as a direct Customer to Vendor.

All Purchase Orders under this CTSA are subject to termination, either in whole or in part, without penalty to DIR or the State, as a result of non-appropriation of State funds allocated to DIR. DIR is a State agency whose authority and appropriations are subject to actions of the Texas Legislature and appropriate State executive officers, and whose lack of funds from State sources is subject to governmental action. If DIR becomes subject to a legislative, executive or other appropriate governmental body change, revocation of statutory authority, lack of appropriated funds which ceases to fund DIR's participation under the CTSA beyond the then-current budget period, Purchase Orders under this CTSA will be terminated by DIR, either in whole or in part, under this *Section 11.03 (c)(1),* without penalty to, or other liability of DIR and the State. DIR will make a commercially reasonable effort to provide at least thirty (30) Business Days prior notice to Vendor of any non-appropriation of State funds that would entitle DIR to terminate pursuant to this *Section 11.03 (c)(1)*.

(2) DIR, on behalf of Customers, in its capacity pursuant to Chapter 2170, Texas Government Code.

Vendor and DIR agree that when DIR is acting in its capacity pursuant to Chapter 2170, Texas Government Code, it acts and issues Purchase Orders under this CTSA on behalf of Customers. All Purchase Orders under this CTSA is subject to termination, in whole or in part, without penalty to DIR, the State or any affected Customer, as a result of non-appropriation of Customer funds. Customers under this CTSA are state agencies and local governmental entities whose appropriations are subject to actions of the respective governing bodies for such government Customers. If a Customer(s) becomes subject to an act of non-appropriation of funds which ceases to fund Customer(s) participation under this CTSA beyond the then-current budget period, the Customer(s) participation under a Purchase Order under this CTSA will be terminated by DIR, on behalf of such Customer(s), either in whole or in part, under this *section 11.03 (c)(2),* without penalty to, or other liability of DIR, the State or the Customer(s)subject to the act of non-appropriation of funds. DIR will make a commercially reasonable effort to provide written notice to Vendor within ten (10) Business Days of DIR's receipt of notice of non-appropriation from a Customer that would entitle DIR to terminate pursuant to this *Section 11.03 (c)(2).* Customers that are assistance organizations under Section 2170.004 (6), Texas Govern-

ment Code and private institutions of higher education under Section 2170.004 (5), Texas Government Code do not have the authority to terminate their respective participation under the CTSA by reason of an act of non-appropriation.

(3) Notwithstanding any termination pursuant to this Section 11.03(c), the applicable Purchase Orders shall remain in effect until the end of the then-current budget period.

(d) Termination for Cause by DIR.

Subject to the applicable notice and cure provisions in *Section 11.02 (c)*, DIR reserves the right to terminate this CTSA, in whole or in part, without recourse, upon Vendor's Material Breach including but not limited to the following conditions (each a Cause):

(1) Failure to adhere to laws, rules, ordinances, or orders.

(A) DIR may terminate this CTSA upon making a determination, in its sole and absolute discretion, that Vendor failed to adhere to any laws, ordinances rules, regulations, or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Vendor's duties under this CTSA.

(B) DIR may terminate this CTSA if a court of competent jurisdiction finds Vendor failed to adhere to any laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Vendor's duties under this CTSA.

(2) Breach of confidentiality.

DIR may terminate this CTSA if Vendor breaches *Article 10* or confidentiality laws with respect to the Services provided under this CTSA.

(3) Termination for gifts and gratuities.

(A) DIR may terminate this CTSA following its determination that Vendor, its employees, agents or Subcontractors have either offered or given any Thing of Value to an officer or employee of DIR, a Customer or the State in violation of State law. DIR may terminate this CTSA following a determination by a competent judicial or quasi-judicial authority and Vendor's exhaustion of all legal remedies that Vendor, its employees, agents or Subcontractors have either offered or given a Thing of Value to an officer or employee of DIR, a Customer or the State in violation of State law.

(B) Vendor must include a similar provision to that in *Section 11.03(d)(3)(A)* above, in each TEX-AN NG Customer Service Agreement and all Subcontracts and will enforce this provision against an agent or a Subcontractor who has offered or given any Thing of Value to any of the persons or entities described in this *Section 11.03(d*), whether or not the offer or gift was in Vendor's behalf.

(C) Termination of a Subcontract by Vendor pursuant to this provision will not be a cause for termination of this CTSA unless:

(1) Vendor fails to replace such terminated Subcontractor within a reasonable time; and

(2) Such failure constitutes Cause as described in this *Section 11.03.*

(D) For purposes of this Section, a Thing of Value means any item of tangible or intangible property that has a monetary value of more than fifty dollars ($50.00) and includes, but is not limited to, cash, food, lodging, enter-

tainment, and charitable contributions. The term does not include contributions to holders of public office or candidates for public office who are paid and who reports such payments in accordance with State or Federal law.

(4) Termination for insolvency.

(A) DIR may terminate this CTSA if Vendor:

(1) Files for bankruptcy;

(2) Becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency, or the appointment of a receiver or similar officer for it which are not dismissed within 90 calendar days from the date of filing;

(3) Makes an assignment for the benefit of all or substantially all of its creditors; or

(4) Enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations.

(B) Vendor agrees to pay for all expenses of DIR including the cost of counsel, incident to:

(1) The enforcement of payment of all obligations of the Vendor by any action or participation in, or in connection with a case or proceeding under Chapters 7, 11, or 13 of the United States Bankruptcy Code, or any successor statute;

(2) A case or proceeding involving a receiver or other similar officer duly appointed to handle the Vendor's business; or

(3) A case or proceeding in a State court initiated by DIR when previous collection attempts have been unsuccessful.

(5) Prohibited Vendor's List.

DIR has the absolute right to terminate this CTSA, without recourse, in the event that:

(A) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control, or

(B) Vendor becomes suspended or debarred from doing business with the Federal government as listed in the Excluded Parties List System (EPLS) maintained by the General Services Administration, or

(C) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code.

Vendor will be provided written notice in accordance with *Article 11,* of intent to terminate.

(e) Termination for Cause by Vendor.

Vendor has the right to terminate or suspend provision of an affected Service or Service component with respect to a Customer that is either a private institution of higher education or an assistance organization (as both are described in the definition of "Customer" in Section 21 to Exhibit A ("Definitions")) upon thirty (30) days prior written notice (or such other timeframe as is reasonably practicable under the circum-

stances) to DIR and the affected Customer (i) if such Customer (A) commits a fraud upon Vendor; (B) utilizes the Service to commit a fraud upon another party; (C) unlawfully uses the Services; (D) abuses or misuses Vendor's network of Service; or (E) materially interferes with another customer's use of Vendor's network of Service; or (ii) if such Customer fails to pay undisputed charges due for the affected Service or Service component, provided such failure continues unremedied for 30 days after receipt of notice.

(f) Unless such termination is expressly permitted in clauses (c) and (d) of this *Section 11.03*, any early termination of a Purchase Order or Customer Service Agreement shall be subject to any applicable early termination fees or liabilities as set forth in this CTSA.

Section 11.04 Effective date of termination.

Termination pursuant to *Section 11.03* will be effective as of the date specified in the notice of termination.

Section 11.05 Extension of termination effective date.

Any termination date pursuant to Section 11.03 may be extended upon mutual agreement of the Parties.

Section 11.06 Payment and other provisions at CTSA termination.

(a) If DIR terminates this CTSA, DIR will pay Vendor within 30 Business Days of the effective date of termination (or as soon as practical thereafter taking into account appropriation and fund accounting requirements) any undisputed amounts due and third party costs associated with all completed, approved, and accepted Services as of the effective date of termination.

(b) DIR further agrees to negotiate in good faith with Vendor to equitably adjust and settle any accrued or outstanding liabilities and third party costs associated with a Service which:

(1) Is due or delivered prior to or upon termination of this CTSA; and

(2) Has been provisioned and is capable of use by DIR, a Customer and/or Authorized End User or the State, notwithstanding its status as not having been Accepted.

(c) Vendor must provide DIR all reasonable access to records, facilities, and documentation as is required to efficiently and expeditiously close out the Services under this CTSA.

(d) Vendor must prepare a Disentanglement Plan, which is acceptable to and approved by DIR, in its sole and absolute discretion. Implementation of such Disentanglement Plan will begin upon final approval by DIR.

(e) *Sections 11.06 (a) and (b)* shall only be applicable to Services, time and materials, and third party costs associated with work performed under the CTSA and/or TEX-AN NG Customer Service Agreements, if otherwise allowed hereunder.

(f) For all other Rates To DIR and Prices for direct sales transaction Services as set forth in *Exhibit C,* DIR or direct sales transaction Customers, as appropriate, will pay for all Services provided as of the effective termination date. *Article 9 Terms and Conditions of Vendor Billing and DIR and Customer Payment,* shall govern the billing and payment for Services under this *Section 11.06*.

(g) If DIR and/or Customer terminates a Service or Service Component prior to the date DIR and/or Customer's obligation to pay for Services begins, then DIR or Customer

(whichever is the recipient of the Services) will reimburse Vendor for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

(h) If DIR terminates this CTSA or Service Component for a material breach, or if Vendor terminates a Service pursuant to Section 14.01(b) Infringement Indemnification provision, or if Vendor withdraws a Service for any reason other than for cause, or if DIR terminates due to non-appropriations or funding, then DIR will not be liable for the termination charges set forth in subsection (j)(i) below.

(i) If a direct sales transaction Customer terminates its relationship with Vendor under this CTSA, in whole or in part for material breach, or if Vendor terminates a Service pursuant to Section 14.01(b) Infringement Indemnification provision, or if Vendor withdraws a direct sales transaction Service for any reason other than cause, or if direct sales transaction Customer terminates due to non-appropriations or funding, then the direct sales transaction Customer will not be liable for the termination charges set forth in subsection (j)(ii) below.

(j) (i) If DIR terminates a Service or Service Component other than as set forth in subsection (h) above, or Vendor terminates an affected Service of Service Component for DIR 's Material Breach, DIR will pay termination charges as follows: (a) if termination occurs before the end of the Minimum Payment Period, DIR will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP), plus any charges incurred by Vendor from a third party (e.g., not a Vendor Affiliate) due to the termination.

(ii) If a direct sales transaction Customer terminates a direct sales transaction Service or a direct sales transaction Service Component other than as set forth in subsection (i) above, or Vendor terminates as affected direct sales transaction Service or direct sales transaction Service Component for direct sales transaction Customer 's Material Breach, the direct sales transaction Customer will pay termination charges as follows: (a) if termination occurs before the end of the Minimum Payment Period, the direct sales transaction Customer will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated direct sales transaction Service or direct sales transaction Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP), plus any charges incurred by Vendor from a third party (e.g., not a Vendor Affiliate) due to the termination.

(k) The termination charges set forth in subsection (j) above will not apply if a terminated Service Component, either direct sales transaction or otherwise, is replaced with an upgraded Service Component at the same time, but only if (a) the Minimum Payment Period and associated charge for the replacement Service Component are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service Component, and (b) the upgrade is not restricted in the applicable Service Publication.

Section 11.07 Amendment of CTSA in the event of remedies.

DIR may propose an amendment of this CTSA in connection with the imposition of a remedy under this *Article 11*. Any amendments offered pursuant to this *Section 11.07* must be reasonable, limited to the matters causing the exercise of a remedy, and in writing. Vendor must negotiate such proposed amendments in good faith.

Section 11.08 Disentanglement assistance.

Upon receipt of notice of full or partial termination of this CTSA by DIR, Vendor will use commercially reasonable efforts to provide all Disentanglement assistance reasonably necessary to enable DIR and/or its designee to effectively close out this CTSA and transition the Services and Customers to another TEX-AN NG Vendor as provided in the Disentanglement Plan.

Section 11.09 Reserved.

Section 11.10 Dispute resolution.

(a) General agreement of the Parties.

The Parties mutually agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any Dispute under this CTSA. The Parties express their mutual commitment to using all reasonable and informal means of resolving Disputes prior to invoking a remedy provided elsewhere in this *Article 11.*

(b) Duty to negotiate in good faith.

Any Dispute that in the judgment of any Party to this CTSA may materially or substantially affect the performance of any Party will be reduced to writing and delivered to the other Party. The Parties must then negotiate in good faith and use reasonable efforts to resolve such dispute and the Parties will not resort to pursuing further remedies unless they have reasonably determined that a negotiated resolution is not possible. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within ten Business Days.

(c) Claims for breach of CTSA.

(1) *General requirement.* As required by and in accordance with Chapter 2260, Texas Government Code, Vendor's claim for breach of this CTSA must be resolved in accordance with the dispute resolution process established by DIR.

(2) *Negotiation of claims*. The Parties expressly agree that the Vendor's claim for breach of this CTSA that the Parties cannot resolve in the ordinary course of business or through the use of all reasonable and informal means will be submitted to the negotiation process provided in Chapter 2260, Subchapter B, Texas Government Code.

The Parties expressly agree that the Vendor's compliance with Chapter 2260, Subchapter B, Texas Government Code, is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, Texas Government Code.

(3) *Contested case proceedings*. The contested case process provided in Chapter 2260, Subchapter C, Texas Government Code, will be Vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of the CTSA by DIR if the Parties are unable to resolve their disputes under *Subsection (c)(2)* of this Section. The Parties expressly agree that compliance with the contested case process provided in Chapter 2260, Subchapter C, Texas Government Code, is a condition precedent to seeking consent to sue from the

Texas Legislature under Chapter 107, Texas Civil Practices & Remedies Code. Neither the execution of this CTSA by DIR nor any other conduct of any representative of DIR relating to this CTSA shall be construed as or be considered a waiver of the State's sovereign immunity.

(4) *DIR rules.* The submission, processing and resolution of Vendor's claim is governed by the rules adopted by DIR pursuant to Chapter 2260, Texas Government Code, found at Title 1, Chapter 201, Texas Administrative Code.

(5) *Vendor's duty to perform.* Neither the occurrence of an event constituting an alleged breach of contract nor the pending status of any claim for breach of contract is grounds for the suspension of performance, in whole or in part, by Vendor of any duty or obligation with respect to the performance of Services under this CTSA and all TEX-AN NG Customer Service Agreements. Any changes to this CTSA as a result of a Dispute Resolution will be implemented in accordance with *Exhibit B, Article 7, Amendments and modifications.*

Section 11.11 Liability of Vendor.

(a) Subject to *Section 15.03*, Exhibit B of the CTSA, Vendor bears all risk of loss or damage due to:

(1) Defects in Services;

(2) Unfitness or obsolescence of Services; and

(3) The negligence or intentional misconduct of Vendor or its employees, agents, or Subcontractors;

(b) In addition to its obligations of indemnification under Sections 4.02 ("Responsibility for Vendor Personnel"), 5.02(e) ("Vendor Responsibility for Compliance with Laws and Regulations"), 9.10(a) ("Liability for Taxes, Insurance and Indemnification"), and 14.01 ("Infringement Indemnification"), Vendor shall indemnify and hold harmless the State, DIR and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, Subcontractors, or suppliers of Subcontractors in the execution or performance of the CTSA, a TEX-AN NG Customer Services Agreement and any Purchase Orders issued under the Contract; provided, however, that with respect to Vendor's failure (including the failure of Vendor's agents, employees, Subcontractors, or suppliers of Subcontractors) to deliver Services per the SLA specified in Exhibit D which result in a Credit being paid by Vendor as specified in that Exhibit, such Credits (and not the indemnification set forth in this Section 11.11(b)) will apply. VENDOR SHALL PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS FEES. THE DEFENSE SHALL BE COORDINATED (I) BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL FOR DIR AND FOR TEXAS STATE AGENCY CUSTOMERS, (II) BY CUSTOMER'S LOCAL COUNSEL FOR CUSTOMERS THAT ARE POLITICAL SUBDIVISIONS (INCLUDING COUNTIES, MUNICIPALITIES, OR DISTRICTS) AND (III) BY VENDOR'S LEGAL COUNSEL FOR CUSTOMERS THAT ARE EITHER PRIVATE INSTITUTIONS OF HIGHER EDUCATION OR ASSISTANCE ORGANIZATIONS (AS BOTH ARE DESCRIBED IN THE DEFINITION OF "CUSTOMER" IN SECTION 21 TO EXHIBIT A ("DEFINITIONS")). IN ADDITION, IN CASES WHERE EITHER THE OFFICE OF THE TEXAS ATTORNEY GENERAL IS COORDINATING THE DEFENSE (UNDER SECTION 11.11(B)(I)) OR LOCAL COUNSEL IS COORDINATING THE DEFENSE (UNDER SECTION 11.11(B)(II)), VENDOR WILL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE AT VENDOR'S EXPENSE, BUT VENDOR AGREES NOT TO INTERFERE WITH EITHER THE OFFICE OF THE TEXAS ATTORNEY GEN-

ERAL'S OR LOCAL COUNSEL'S (AS THE CASE MAY BE) MANAGEMENT AND CONTROL OF THE DEFENSE AND SETTLEMENT. IN CASES WHERE VENDOR IS COORDINATING THE DEFENSE, THE AFFECTED CUSTOMER WILL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE AT CUSTOMER'S EXPENSE, BUT CUSTOMER AGREES NOT TO INTERFERE WITH VENDOR'S MANAGEMENT AND CONTROL OF THE DEFENSE AND SETTLEMENT. NOTWITHSTANDING THE FOREGOING, VENDOR DOES NOT WAIVE ANY DEFENSES UNDER TEXAS LAW.

(c) Vendor will ship all Equipment, if any, related to the provision of Services under this CTSA and any TEX-AN NG Customer Service Agreements entered into pursuant hereto, freight prepaid, FOB DIR's or Customer's destination or other designated location. The method of shipment will be consistent with the nature of the Equipment and hazards of transportation. Regardless of FOB point, Vendor agrees to carry adequate freight insurance and bear all risks of loss, damage, or destruction of Equipment, in whole or in part, ordered hereunder that occurs prior to written Acceptance, except loss or damage attributable to DIR's or Customer's fault or negligence; and such loss, damage, or destruction will not release Vendor from any obligation hereunder. After written Acceptance, the risk of loss or damage will be borne by DIR or the Customer, as appropriate, except loss or damage attributable to Vendor's fault or negligence.

Article 12. Assurances and Certifications

Section 12.01 Conflicts of interest.

(a) Representation.

Vendor agrees to comply with applicable State and Federal laws, rules, and regulations regarding conflicts of interest in the performance of its duties under this CTSA. Vendor warrants that it has no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with its performance under this CTSA.

(b) General duty regarding conflicts of interest.

Vendor will establish safeguards to prohibit employees, agents, and Subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Vendor will, and Vendor shall cause its agents and Subcontractors, to operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to the activities conducted under this CTSA. Vendor has disclosed, in its Response to the RFO, any existing conflicts of interest, including any situations that create an appearance of a conflict of interest. Vendor has also disclosed the current or past employment of former state employees within 12 years of the date of its Response to the RFO, under the terms of the disclosure requirement contained in the RFO.

Section 12.02 Organizational conflicts of interest.

(a) Definition.

An organizational conflict of interest is a set of facts or circumstances, a relationship, or other situation under which Vendor, agent or Subcontractor has past, present, or currently planned personal or financial activities or interests that either directly or indirectly:

(1) Impairs or diminishes Vendor's, agent's or Subcontractor's ability to render impartial or non-discriminatory Services to DIR and the Customers; or

(2) Provides the Vendor, agent or Subcontractor an unfair competitive advantage in the Procurement and future DIR procurements.

(b) Warranty.

Except as otherwise disclosed and approved by DIR prior to the Effective Date of this CTSA, Vendor warrants that, as of the Effective Date and to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational conflict of interest affecting this CTSA. Vendor affirms that it has neither given, nor shall give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, at any time during the Procurement process or in connection with the Procurement process except as allowed under relevant State and Federal law.

(c) Continuing duty to disclose.

(1) Vendor agrees that, if after the Effective Date, Vendor discovers or is made aware of an organizational conflict of interest, Vendor will immediately and fully disclose such interest in writing to DIR. In addition, Vendor must promptly disclose any relationship that might be perceived or represented as a conflict after its discovery by Vendor or by DIR as a potential conflict. DIR reserves the right, in its sole and absolute discretion, to make a final determination regarding the existence of conflicts of interest, and Vendor agrees to abide by DIR's decision.

(2) The disclosure will include a description of the action(s) that Vendor has taken or proposes to take to avoid or mitigate such organizational conflicts of interest.

(d) Remedy.

If DIR determines that an organizational conflict of interest exists, DIR may, at its sole discretion, terminate the CTSA. If DIR determines that Vendor was aware of an organizational conflict of interest before the award of this CTSA under the Procurement and did not disclose the conflict in its Response to the RFO, such nondisclosure will be considered a Material Breach. Furthermore, the facts and circumstances related to such Material Breach may be submitted to the Office of the Texas Attorney General, Texas Ethics Commission, or appropriate State or Federal law enforcement officials for further action.

(e) Flow down obligation.

Vendor must include the provisions of this *Section 12.02* in all agent agreements and Subcontracts for work to be performed similar to the Services provided by Vendor under this CTSA, and the terms CTSA, Vendor, and project manager modified appropriately to preserve the State's rights against such agents and Subcontractors.

Section 12.03 DIR personnel recruitment prohibition.

Vendor has not retained or promised to retain any agent, Subcontractor, person, or company, or utilized or promised to utilize an agent, or a Subcontractor that participated in DIR's development of specific criteria of this CTSA or who participated in the Procurement that resulted in the selection of the Vendor for this CTSA.

Vendor will not recruit or employ any DIR professional or technical personnel who have worked on Projects relating to the subject matter of this CTSA, or who have had any influence on decisions affecting the subject matter of this CTSA, for two (2) years following the expiration and/or termination of this CTSA.

Section 12.04 Anti-kickback provision.

Vendor certifies that it will comply with the Anti-Kickback Act of 1986, 41 USC §51-58 and Federal Acquisition Regulation 52.203-7.

Section 12.05 Debt or back taxes owed to the State.

In accordance with Section 403.055, Texas Government Code, Vendor agrees that any payments due to Vendor under this TEX-AN NG Communications Technology Services Agreement will be first applied toward any debt and/or back taxes Vendor owes the State. Vendor further agrees that payments will be so applied until such debts and back taxes are paid in full.

Section 12.06 Outstanding debts and judgments.

Vendor certifies that it is not presently indebted to the State, and that Vendor is not subject to an outstanding judgment in a suit by the State against Vendor for collection of the balance. For purposes of this Section, an indebtedness is any amount sum of money that is due and owing to the State and is not currently under dispute. A false statement regarding Vendor's status will be treated as a Material Breach.

Section 12.07 Antitrust.

In submitting a Response, and in executing this CTSA, Vendor certifies to the best of its knowledge and belief and agrees as follows:

(a) Neither Vendor, nor agent, nor Subcontractor, nor the person represented by the Vendor, nor any person acting for the represented person has:

(1) violated the antitrust laws codified by Sections 15.01, *et seq*., Texas Business & Commerce Code or the Federal antitrust laws; or

(2) directly or indirectly communicated the Response associated with this CTSA to a competitor or other person engaged in the same line of business.

(b) Vendor hereby assigns to DIR any and all claims for overcharges associated with products and services provided to DIR and Customers under this Contract, against its suppliers arising under the antitrust laws of the United States, 15 U.S.C. Section 1, *et seq*. (1973), as amended, and the antitrust laws of the State, Sections 15.01, *et seq*., Texas Business & Commerce Code.

Section 12.08 Agency Executive.

Under Texas Government Code, Section 669.003, relating to contracting with an executive of a state agency, Vendor represents that no employee, consultant, officer or director of Vendor, or any other person involved with Vendor, has, in the past four years, served as an executive of DIR, or any other State agency, was involved with or has any interest in the RFO or any CTSA resulting from the RFO. If Vendor employs or has used the services of a former executive head of DIR or other State agency, then Vendor shall provide DIR the following information concerning such individual: Name of former executive, name of State agency, date of separation from State agency, position with Vendor, and date of employment with Vendor.

Section 12.09 Deceptive Trade Practices; Unfair Business Practices.

Vendor to the best of its knowledge represents and warrants that neither Vendor nor any of its Subcontractors has been the subject of allegations of Deceptive Trade Practices violations under Chapter 17, Texas Business & Commerce Code, or allegations of any unfair business practice in any administrative hearing or litigation and that Vendor has not been found to be liable for such practices in such proceedings. Vendor to the best of its knowledge, represents and warrants that it has no officers who have served as officers of

other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit.

Article 13. Representations, Warranties and Covenants.

Section 13.01 Authorization.

Vendor hereby represents and warrants the following:

(a) The execution, delivery and performance of this CTSA has been duly authorized by Vendor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Vendor to enter into this Contract and perform its obligations under this CTSA.

(b) Vendor has obtained all licenses, assignments, certifications, permits, and authorizations necessary to perform the Services under this CTSA and currently is in good standing with all regulatory agencies that regulate any or all aspects of Vendor's performance of Services under this CTSA. Vendor will maintain all required certifications, licenses, permits, and authorizations during the term of this CTSA.

Section 13.02 Ability to perform.

Vendor warrants that it has the financial resources to fund the expenditures required to provide the Services under this CTSA without advances by DIR or assignment of any payments by DIR to a financing source.

Section 13.03 Workmanship and performance.

(a) All Services provided under this CTSA will be provided in a manner consistent with the standards of quality as outlined in this CTSA.

(b) All Services must meet or exceed the required levels of performance specified in or pursuant to this CTSA, and will meet or exceed DIR's Goals and Objectives, as set forth in the RFO, Section 1.3.

(c) Vendor shall, and shall cause its agents and Subcontractors to, perform the Services in a workmanlike manner, in accordance with best practices and high professional standards consistent with applicable industry standards used in well-managed operations performing Services similar to the Services awarded in this CTSA.

Section 13.04 Compliance with agreement.

Vendor agrees to provide written notice to DIR of any action substantially or materially inconsistent with any of the terms and conditions set forth in this CTSA.

Section 13.05 Infringement and misappropriation.

Vendor represents, warrants and covenants that the Services provided by Vendor will not infringe or misappropriate any right of, and will be free of any claim of, any third person or entity based on copyright, patent, trade secret, or other Intellectual Property rights. DIR agrees that the sole remedy for any breach of the foregoing is the indemnification set forth in *Section 14.01* ("Infringement Indemnification") below. Vendor agrees that it shall take reasonable efforts to include the indemnity provision or substantially similar language as provided for in *Section 14.01(a)* into its Subcontracts, in which Subcontractors participate in the development or delivery of the Services or Software.

Section 13.06 Limited Warranty Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH ELSEWHERE IN THIS CTSA, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, VENDOR MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER).

Article 14. Intellectual Property.

Section 14.01 Infringement Indemnification.

(a) VENDOR WILL, AT ITS EXPENSE, INDEMNIFY, AND HOLD HARMLESS DIR AND THE CUSTOMERS, THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AND AGENTS FROM AND AGAINST ANY LOSSES, LIABILITIES, DAMAGES, PENALTIES, COSTS, FEES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND EXPENSES, FROM ANY CLAIM OR ACTION AGAINST DIR AND/OR CUSTOMERS THAT IS BASED ON A CLAIM OF BREACH OF THE WARRANTY SET FORTH IN *SECTION 13.05* OF THE CONTRACT, DIR AND/OR CUSTOMERS WILL PROMPTLY NOTIFY VENDOR IN WRITING OF THE CLAIM, PROVIDE VENDOR A COPY OF ALL INFORMATION RECEIVED BY DIR AND/OR CUSTOMERS WITH RESPECT TO THE CLAIM, AND COOPERATE WITH VENDOR IN DEFENDING OR SETTLING THE CLAIM. THE DEFENSE WILL BE COORDINATED (i) BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL FOR DIR AND TEXAS STATE AGENCY CUSTOMERS, (II) BY CUSTOMER'S LOCAL COUNSEL FOR CUSTOMERS THAT ARE POLITICAL SUBDIVISIONS (INCLUDING COUNTIES, MUNICIPALITIES, OR DISTRICTS), AND (III) BY VENDOR'S LEGAL COUNSEL FOR CUSTOMERS THAT ARE EITHER PRIVATE INSTITUTIONS OF HIGHER EDUCATION OR ASSISTANCE ORGANIZATIONS (AS BOTH ARE DESCRIBED IN THE DEFINITION OF "CUSTOMER" IN SECTION 21 TO EXHIBIT A ("DEFINITIONS")). IN ADDITION, IN CASES WHERE EITHER THE OFFICE OF THE TEXAS ATTORNEY GENERAL IS COORDINATING THE DEFENSE (UNDER SECTION 14.01(A)(I)) OR LOCAL COUNSEL IS COORDINATING THE DEFENSE (UNDER SECTION 14.01(A)(II)), VENDOR WILL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE AT VENDOR'S EXPENSE, BUT VENDOR AGREES NOT TO INTERFERE WITH EITHER THE OFFICE OF THE TEXAS ATTORNEY GENERAL'S OR LOCAL COUNSEL'S (AS THE CASE MAY BE) MANAGEMENT AND CONTROL OF THE DEFENSE AND SETTLEMENT. IN CASES WHERE VENDOR IS COORDINATING THE DEFENSE, THE AFFECTED CUSTOMER WILL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE AT CUSTOMER'S EXPENSE, BUT CUSTOMER AGREES NOT TO INTERFERE WITH VENDOR'S MANAGEMENT AND CONTROL OF THE DEFENSE AND SETTLEMENT.

(b) If any Service, or part thereof, that is the subject of an action described in *Section 14.01(a)*, is held to constitute an infringement or misappropriation, or the use thereof is enjoined or restricted or if a proceeding appears to Vendor to be likely to be brought with respect there to, Vendor will, at its own expense, either:

(1) Procure for DIR and/or the affected Customer the right to continue using the Services; or

(2) Modify or replace the Services to comply with the specifications in the CTSA, if any, and to not violate any Intellectual Property rights.

If Vendor does not believe that either of the foregoing alternatives is commercially reasonable, Vendor will provide DIR with written notice regarding same in which event Vendor and DIR will agree upon an alternative approach which may include termination of the affected Service.

Section 14.02 Exceptions.

Vendor is not responsible for any claimed breaches of the warranties set forth in *Section 14.01* to the extent caused by:

(a) Content submitted to the Service by DIR or a Customer (or their respective Affiliates or End Users); or

(b) Modifications made to the Service in question by any party other than Vendor or its agents or Subcontractors, or by Vendor working at the direction of DIR and/or Customer and/or their agents and in accordance with another vendors' specifications; or

(c) The combination, operation, or use of the Service with other items if Vendor did not supply or approve for use with the item; or

(d) Vendor's adherence to written specifications provided by DIR and/or Customers (or their respective Affiliates); or

(e) Use of the Service in violation of this CTSA; or

(f) DIR's and/or Customer's failure to use any new or corrected versions of the Service made available or provided by Vendor.

Section 14.03 Rights in data.

(a) DIR, Customers or Vendor will be and remain the owner of all data made available by DIR, Customers or Vendor pursuant to the CTSA. Vendor will not use DIR or Customer data for any purpose other than providing the Services, nor will any part of DIR or Customer data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties (other than with respect to providing the Services) or commercially exploited by or on behalf of Vendor, nor will any employee of Vendor other than those on a strictly need to know basis have access to DIR or Customer data. DIR or Customer will not disclose Vendors data to any third party nor will any employee of DIR or Customer, other than those on a strictly need to know basis, have access to Vendor's data. Vendor will not possess or assert any lien or other right against DIR or Customer data. Without limiting the generality of this *Section 14.03*, Vendor will only use personally identifiable information as strictly necessary to provide the Services and will disclose such information only to its employees who have a strict need to know such information, provided Vendor obtains such employees' written agreement to keep such information confidential and to use it only as required in the performance of Services. Vendor will comply at all times with all State and Federal laws and regulations applicable to such personally identifiable information. Additionally, Vendor may disclose such information to its Subcontractors who have a need to know in connection with the performance of Services, provided Vendor obtains such Subcontractors' written agreement to keep such information confidential and to use it only as required in the performance of Services.

(b) DIR or Customer is and will remain the owner of all DIR or Customer-specific data pursuant to the CTSA. Except as otherwise provided in this CTSA, or as otherwise restricted by law, and excluding Vendor Confidential Information and Proprietary Information, DIR and Customer may use the data provided by the Vendor for any purpose relating to the operation and enhancement of TEX-AN NG Program. DIR or Customer will not possess or assert any lien or other right against the Vendor's data.

Section 14.04 Ownership of pre-existing materials.

DIR or Customers and Vendor will continue to own their respective proprietary technologies and information developed before entering into the CTSA. Any software licensed through the Vendor and sold to DIR or Customers as a part of a Service, will be licensed directly to DIR or Customers, as appropriate. Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software remains with Vendor or its supplier. DIR and Customer must comply with all such terms and conditions and they take precedence over this CTSA as to such software.

Section 14.05 Third-party commercial Software.

If applicable and necessary, all third-party commercial Software used in performing the Services will be provided to DIR or Customers under a separate license agreement between DIR or Customers and the owner (or authorized licensor) of such software.

Section 14.06 Pre-existing materials for custom Software Deliverables related to Services.

Neither Vendor nor any of its agents, or representatives, or its Subcontractors will incorporate any pre-existing materials (including third-party commercial software) into Services or use any pre-existing materials to produce Services if such pre-existing materials will be needed by DIR or Customer in order to use the Services unless:

(a) Such pre-existing materials and their owners are identified to DIR or Customer in writing, and

(b) Such pre-existing materials are either readily commercially available products for which Vendor or its Subcontractor, as the case may be, has obtained a license (in form and substance approved by DIR, in its sole and absolute discretion) in the name of DIR or Customer, or are materials that Vendor or its Subcontractor, as the case may be, has the right to license to DIR or Customer and has agreed to license to DIR or Customer on terms and conditions approved by DIR, in its sole and absolute discretion, prior to using such pre-existing materials to perform the Services. Vendor represents, warrants and covenants that it shall not, during the term of the CTSA or any time afterwards, assert any ownership rights, in any DIR-owned or Customer-owned software, source code, and other materials. Notwithstanding the foregoing Vendor does not grant ownership or licensing/marketing rights in or pertaining to Vendor's Intellectual Property assets (including ownership of custom developments).

Section 14.07 Ownership of work product by DIR or Customer.

The Services shall not be considered "work for hire" for DIR or Customers; however, the same shall be subject to licensing, on the same terms and provisions, as provided for herein, as reasonable, necessary or required.

Section 14.08 License to Intellectual Property.

(a) If necessary to the performance of Services hereunder, upon notice from Vendor, DIR and/or Customers shall enter into good faith negotiations to license to Vendor any Intellectual Property owned by DIR and/or Customers.

(b) In the event the Vendor makes or has made any Modifications to any software owned by DIR and /or a Customer under this CTSA, DIR and/or the Customer, as appropriate, shall own the modifications, and Vendor hereby assigns all of its rights, titles and interests (including Intellectual Property rights) to such modifications to the appropriate party, either DIR or the Customer. Upon the request of DIR or the Customer, Vendor will give a written assignment of the modifications to the requesting party. During the Term, Vendor retains a terminable, non-transferable, non-exclusive and paid-up license to use the modifications in performing Services under this CTSA,

and to use the modifications to provide Services to other Customers, including the right to sub-license or further license those modifications only to Customers.

(c) The Vendor shall own all modifications to the Vendor owned Software made by the Vendor and any modifications to the Vendor Proprietary software made on behalf of DIR and/or a Customer. DIR and /or the affected Customer hereby assign its rights, titles and interests (including Intellectual Property rights) to such modifications to the Vendor. Vendor's license to DIR and /or the affected Customer to use Vendor Proprietary Software shall extend to such modifications; provided, however, Vendor's warranties and indemnities with respect to Vendor Proprietary Software do not extend to any modifications made on behalf of DIR and/or a Customer by contractors other than Vendor and its Subcontractors. Notwithstanding the foregoing Vendor does not grant ownership or licensing/marketing rights in or pertaining to Vendor Intellectual Property assets (including ownership of custom developments).

Article 15. Liability.

Section 15.01 Property damage.

(a) Vendor will protect State's, DIR's and Customers' real and personal property from damage arising from Vendor's, its agents', and its Subcontractors' performance of this CTSA, and Vendor will be responsible for any loss, destruction, or damage to State's, DIR's and Customers' property that results from or is caused by Vendor's, its agents', or its Subcontractors' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of the State, DIR and Customers, Vendor will notify DIR and the applicable Customer thereof and, subject to direction from DIR and the applicable Customer, will take all steps to protect that property from further damage.

(b) Vendor agrees to observe and require its employees, agents, and Subcontractors to observe no less than industry standard safety measures and proper operating procedures at the State's, DIR's and Customers' sites at all times and otherwise to comply with the procedures and safety standards imposed by DIR and Customers, whichever is the more rigorous standard.

(c) Vendor will distribute a policy statement to all of its employees, agents, and Subcontractors that directs the employee, agent, or Subcontractor to immediately report to DIR and the applicable Customer and Vendor the existence of any special defect or unsafe condition encountered while on the State's, DIR's or Customers' premises. Vendor will immediately report to DIR and the applicable Customer the existence of any special defect or an unsafe condition it encounters or otherwise learns about.

Section 15.02 Risk of Loss.

As applicable to any Equipment used in the performance of Services by Vendor, during the period such Equipment is in possession of Vendor, its carriers or DIR or Customers, prior to being received by DIR and/or the applicable Customer, Vendor will insure and bear the risk of loss or damage thereto, unless such loss or damage is caused by the negligence or intentional misconduct of DIR or the applicable Customer.

Section 15.03 Limitation of Liability.

(a) For any claim or cause of action arising under or related to the CTSA, neither Party will be liable to the other Party for indirect, punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

(b) EACH PARTY'S LIABILITY TO THE OTHER UNDER THE CTSA WILL NOT EXCEED THE TOTAL VALUE OF VENDOR'S INVOICES TO DIR IN THE TWELVE

(12) MONTHS PRECEDING THE FILING OF A LAWSUIT(provided, however, that a Customer's liability to Vendor will not exceed amounts payable by Customer to Vendor during such twelve month period).

(c) Exceptions to Limitations of Liability. This *Section 15.03* will not apply with respect to:

(1) Losses occasioned by the fraud(except as rendered inapplicable to the State, DIR and all state agency and local government Customers pursuant to *Section 11.03(e) of Exhibit B* to the CTSA), willful misconduct, or gross negligence of a Vendor.

(2) Losses that are the subject of indemnification under this CTSA.

(3) Losses occasioned by Vendor's refusal to provide Services under a Disentanglement Plan, which has been approved by DIR, as specified in Section 11.06(d). For purposes of this provision, "refusal" means the intentional cessation by Vendor, in a manner impermissible under this CTSA, of the performance of all or a material portion of the Services then required to be provided by Vendor under the Disentanglement Plan.

(4) Losses occasioned by any breach of a Party's obligations under *Article 10.*

(d) Items Not Considered as Damages. The following will not be considered damages subject to, and will not be counted toward the liability exclusion or cap specified herein:

(1) Amounts payable by or assessed against Vendor pursuant to Exhibit D ("Performance Management") of this CTSA.

(2) Amounts withheld by DIR in accordance with this CTSA due to incorrect charges or Services not provided.

(3) Amounts paid by DIR but subsequently recovered from Vendor due to incorrect charges or services not provided.

(4) Vendor Invoiced Rates To DIR, Prices, telecommunications fees and surcharges and other amounts that are due and owing to Vendor for Services under this CTSA.

Article 16. Transition Plan for Expiration of the CTSA.

Section 16.01 Scope.

This Transition Plan for expiration of the CTSA addresses the orderly Transition to DIR, or the successor service provider, of all Services provided by Vendor to Customers and/or Authorized End Users pursuant to TEX-AN NG Customer Services Agreements through the CTSA, that have an expiration date beyond the Expiration Date (the Transition Effective Date), including planning activities which will be conducted prior to the Transition Effective Date. The Transition Plan shall include all applicable terms and conditions applicable to services performed after the Expiration Date, including but not limited to pricing. This transition plan does not apply to other contracts that Vendor may hold with DIR outside the scope of this CTSA. Vendor agrees that all references in this *Article 16* to DIR, includes all employees of the agency and all designated contractors or consultants that may assist DIR in the Transition. DIR and Vendor agree that the term "Transition" as used in this *Article 16* means disposition from Vendor to DIR, or the successor service provider, by any lawful method, including by sale and purchase, assumption, transfer, assignment, early termination or other method.

Section 16.02 General Statement for Transition.

No later than 12 months before the Transition Effective Date (commencement of Transition Period), Vendor shall commence planning for the orderly Transition of all of the Services that have an expiration date beyond the Expiration Date to DIR or the successor service provider, in accordance with the terms of this Article, as the same may be amended from time to time. DIR and Vendor desire to provide for the Transition of all things and matters comprising the Services, which have expiration dates beyond the Expiration Date. This Article shall not be construed narrowly, but broadly, to ensure the Transition of all Services with expiration dates beyond the Expiration Date is transitioned on or by that date. The parties do not intend for there to be residual Service-related matters that do not Transition on or by the Transition Effective Date.

Section 16.03 Agreement for Transition Assistance Services.

Transition Assistance Services, as specified in this *Article 16*, shall be provided from the commencement of the Transition Period and for up to 12 months after the Expiration Date, unless further extended by the Parties. DIR will provide Vendor with written notice of its intent to have Transition Assistance Services, in whole or in part, provided by Vendor after the Transition Effective Date, by giving at least 60 calendar days advance notice. Such notice shall contain a list of the specific Transition Assistance Services required and the duration for each of the Transition Assistance Services sought. Vendor shall review the notice and provide a written proposal response for the specific services sought, as more particularly described in *Section 16.04(b)(5)* of this Article, within 30 calendar days of receipt of DIR's notice. The parties agree to negotiate in good faith to conclude a written agreement for the required Transition Assistance Services no later than 120 calendar days prior to the Transition Effective Date.

Section 16.04 Transition Assistance Services.

Transition Assistance Services shall include:

(a) Full cooperation and participation in the Transition planning process, as more particularly described in *Section 16.06*, which shall commence no later than the commencement of the Transition Period, at DIR's sole and absolute discretion, and shall involve a series of meetings among the representatives of DIR, Vendor, the successor service provider, if known, representatives of Vendor's current State agency Customers and other parties whose participation would enhance the planning process, which process is more fully described in Phase Four set forth in this *Section 16.04*; and

(b) Vendor providing to DIR, or the successor service provider, all of the items and matters called out for in this *Article 16*, and other items or information reasonably necessary to complete the transition of the Services under the CTSA. Without limiting the foregoing, the Transition Assistance Services shall occur in five phases:

(1) Phase 1 – Initial Reporting of Services Subject to Transition. On or by December 31st two years prior to the Transition Effective Date, Vendor shall provide a written report, in the form required by DIR, disclosing all Services, as of December 1st of the same year, that have expiration dates beyond the Expiration Date. Without limiting the foregoing, Vendor shall report on and include:

(A) All Software that Vendor uses to perform its Services with each Customer and/or Authorized End User under each of the Services, including complete source and machine readable data, associated manuals, procedures, processes, documentation, descriptions, data files and other such items as available in accordance with existing third party licensing agreements. For each item of Software listed, Vendor shall provide a copy of the associated software license held by Vendor, the status of the

transferability of the associated licenses to a successor entity under conditions similar to that of this Transition and the costs for Transition to DIR or the successor service provider, if any;

(B) All hardware and other equipment, including all hardware leases for Equipment used to perform each Service, including leases which have a term beyond the Expiration Date. Vendor shall provide a copy of the assignment/transfer and early termination clauses for each lease with a term beyond the Expiration Date and report on the status of transferability and any costs for transfer or early termination, if any. Vendor shall report all known costs for transfer or termination of such leases, including the existing leases or as the same may be amended prior to the Transition Effective Date;

(C) All maintenance agreements for software, hardware or other equipment and assets, including copies of their assignment/transfer and early termination clauses, a status report on transferability to DIR or its designee and the costs for transfer or early termination, if any;

(D) All third-party supplier agreements, which have an effective date beyond the Expiration Date, including copies of their assignment/transfer and early termination clauses, a status report on transferability to DIR or its designee and the costs for transfer or early termination, if any;

(E) A Software Upgrade Plan, detailing which products need to be purchased to maintain the Services through their respective expiration dates. Vendor shall comply with the Software Upgrade Plan during the Term. The Software Upgrade Plan shall include, at a minimum, an annual review requirement, with annual DIR approval of any changes to the Plan; and

(F) Copies of the TEX-AN NG Customer Services Agreements with the Customers and /or Authorized End Users for Services.

(2) Phase 2 – Ongoing Reports on Services through the Transition Effective Date. Phase 2 is composed of five (5) activities, as listed below:

(A) Follow up Reporting. For each item reported in Phase I, Vendor shall update DIR on a semi-annual basis up to the Transition Effective Date. The first such update after December 31st shall be due on or by June 30th of the following year.

(B) New TEX-AN NG Customer Services Agreements. For every TEX-AN NG Customer Services Agreement issued by Vendor to a Customer and /or Authorized End User between the initiation of the reporting period two years out from the Transition Effective Date and the Transition Effective Date, Vendor shall seek and receive DIR's approval prior to entering into any TEX-AN NG Customer Services Agreements. DIR shall be provided no less than five Business Days in which to review the documentation for each proposed TEX-AN NG Customer Services Agreement, in substantially final form. In each instance Vendor shall provide that the TEX-AN NG Customer Services Agreement contains: 1) a complete assignment or transfer to DIR, or its successor service provider, on or by the Expiration Date, preferably at no cost to DIR or its designee, and 2) a termination for convenience clause in favor of Vendor and DIR in all such TEX-AN NG Customer Services Agreement; in the event a cost-free assignment thereof is not available. Vendor shall use commercially reasonable efforts to minimize the fee for assignment or transfer to DIR, or its successor service provider.

(C) Equipment Condition Report. Vendor will develop a checklist and conduct checks/reviews of the installed Equipment and produce a report on or by six months prior to the Transition Effective Date. Such report shall detail, at a minimum, the then-current condition of each piece of installed Equipment and the preventative maintenance needed within the next six months after the report is issued. For all items, Vendor shall provide details about existing maintenance contracts.

(D) Subcontractor Report. On or by January 1 two years prior to the Transition Effective Date, and semi-annually thereafter up to the Transition Effective Date, Vendor shall identify all then-current Subcontracts that provide Services under any TEX-AN NG Customer Services Agreements issued pursuant to the CTSA, in a form and level of detail mutually developed by the Parties.

(E) Notwithstanding any other provision in this *Article 16*, Vendor agrees to provide another updated report for all TEX-AN NG Customer Services Agreements on or by August 31st, one year prior to the Transition Effective Date, and six months prior to the Transition Effective Date.

(3) Phase 3 – Completion of all documentation for Transition. DIR, or the successor Service Provider and Vendor shall complete Transition associated documentation necessary to effect the Transition of all TEX-AN NG Customer Services Agreements under the Contract in a timely manner, including, at a minimum, the Transition of all Customer Service Agreements reported to DIR under Subsections (1) and (2) hereof. Vendor shall facilitate interactions and necessary documentation with third-party vendors, its Subcontractors, lessors and other providers, at the request of DIR, or at the request of the successor service provider. DIR reserves the right, in its sole and absolute discretion, to require that DIR, the successor Service Provider and Vendor conduct a formal closing for the Transition, in order to ensure the completion of all necessary documentation.

DIR, or the successor service provider, shall cause each Transition document to provide the complete transfer of all right, title and interest in and to the TEX-AN NG Customer Services Agreement, including any related lease or third party contract related to the underlying Equipment, from Vendor to DIR, or the successor Service Provider, effective as of the Transition Effective Date. Each Transition document shall also provide that from and after the Transition Effective Date, Vendor shall have no obligation or liability to any third party–vendor or lessor whatsoever related to the underlying equipment. In each instance of Transition of a third party-vendor or lessor contract, DIR, or the successor service provider shall be responsible to pay the third party-vendor or lessor the applicable transfer fee, if any, or to reimburse Vendor therefore, if Vendor tenders such payment. Vendor shall have no responsibility to pay any third party-vendor or lessor from and after the Transition Effective Date.

(4) Phase 4 – Planning Phase for Transition from the CTSA to a new TEX-AN Agreement with a successor service provider. Vendor shall fully and completely participate in all meetings called by DIR for the purpose of planning and implementing the transition of TEX-AN NG Customer Services Agreements from the CTSA to the new TEX-AN Agreement with a successor service provider. The goal of this planning phase is to provide an orderly transition of TEX-AN NG Customer Services Agreement operations under the CTSA to the operations under a new TEX-AN Agreement with a successor service provider. Such planning activities shall commence no later than January 1 of the year of the Transition Effective Date, at DIR's direction and shall continue until all transition

activities are complete. These Transition activities shall include, but not be limited to, the following:

(A) Pre-planning no later than January 1 to March 31 of the year of the Transition Effective Date. These DIR meetings will include the Vendor's current Customers and/or Authorized End Users, as determined by DIR, the successor service provider, Vendor and DIR. The scope of the pre-planning is to plan for the transfers of the current Customers' TEX-AN NG Customer Service Agreement operations, scheduling of all necessary activities, development of roles and responsibilities matrix related to Transition of the TEX-AN NG Customer Services Agreements and planning for all the other steps of the transition process, as listed below. The goal of this pre-planning phase is to produce a mutually acceptable Transition plan document that defines roles and responsibilities for accomplishing each step in the Transition among the participating parties.

(B) Turnover of TEX-AN NG Customer Service Agreement operations to the successor Service Provider. In each step in the Transition planning and execution process, Vendor is required to provide information as requested by DIR, the successor Service Provider and /or the current Vendor's Customers and/or End Users in accordance with the agreed upon Transition Plan. Such information shall include, but not be limited to the following tangible items and matters of inherent knowledge:

1) Assets Lists (hardware, software, schematics, maintenance agreements, 3rd party agreements)
2) Procedures
3) Policies
4) Practices
5) Protocols
6) Customer and/or End User biographies
7) Organization charts
8) Customer and /or Authorized End User and service provider (including subcontractors) decision makers; authorized employees
9) Institutional knowledge (non-proprietary and non-confidential unwritten rules; operational personnel; client background information; authorization lists)
10) Operational details
11) Key individuals (operational and decision makers)
12) Quick reference manuals

(5) Phase 5 – Post-Transition Effective Date Services by Vendor. At DIR's option, DIR shall request and Vendor shall respond with a proposal for Vendor to provide assistance for continuing management and operation of the TEX-AN NG Customer Services Agreements as conducted under the Contract for a period beyond Transition Effective Date up to one year after the Transition Effective Date, but only upon the execution of an appropriate contract for such services, on terms and conditions as agreed by DIR, or the successor service provider, and Vendor. In the event that DIR, or the successor service provider, requires the services of Vendor during the Post-Transition Effective Date period, then DIR shall execute a separate agreement with Vendor to provide services on a time and material basis.

Section 16.05 Covenant of cooperation.

During the period of time from the commencement of the Transition, as defined, to the completion of Transition Assistance Services, Vendor agrees to fully cooperate with DIR, and as appropriate, with the successor service provider, to fulfill the terms of the CTSA. DIR and Vendor agree to fulfill the terms of this *Article 16* in a manner that is least disruptive to the Customers and/or Authorized End Users under the TEX-AN NG Customer Services Agreements. DIR and Vendor agree to notify the other Party in the event either discovers a condition, contract or other matter that would benefit or adversely affect performance of the TEX-AN NG Customer Services Agreements, if generally known. In the event it is determined that amendment to this *Article 16* is in the best interest of the State, Vendor agrees to negotiate amendments to this *Article 16* in good faith with DIR. In all events, the Parties agree to cooperate in the negotiation and execution of such other and further documents as necessary to fulfill the terms of this *Article 16*.

Section 16.06 Other Vendor Agreements with Customers.

DIR and Vendor agree that this Article does not apply to any other contracts that Vendor has, or may have in the future, with Customer and/or End Users that are separate transactions from the TEX-AN NG Customer Services Agreements authorized under the CTSA.

Article 17. End of Contract-Life Assignment.

Section 17.01 Agreed Language.

This CTSA, DIR Contract No. DIR–TEX-AN-NG-CTSA–008, is in effect from 11/10/2011 until 12:00:00 p.m., 11/10/2016, and for such further period as allowed by the CTSA (the Effective Expiration Date of the CTSA). In order to ensure the smooth Transition of Services from one Vendor to the successor service provider, the parties agree to the following assignment language for this CTSA:

Effective as of the expiration of one second after the expiration of the CTSA, without the necessity of execution of additional documents, and at no cost to DIR or the Customers, Vendor hereby agrees to the absolute and complete assignment of this CTSA to DIR or a successor service provider, provided that the following occurs on or by 5:00 p.m. of the Business Day of the final expiration date of the CTSA:

DIR or the successor service provider agrees to assume all CTSA obligations and liabilities that arise on and after one second after the final expiration of the CTSA, and is responsible to pay to Vendor the applicable Transition assignment fees, if any, as set forth in the Transition Assignment Liability Schedule, which shall be provided by the Vendor, upon request by DIR or its Customers and attached to this CTSA. In all events, Vendor remains responsible for all CTSA obligations and liabilities that arise prior to the final expiration date of the CTSA.

Section 17.02 No Cost.

Vendor is not authorized to charge the Customers/Authorized End Users, DIR or successor Service Provider, a fee or cost for the assignment.

— End of Exhibit B —

TEX-AN NG
Communications Technology Services Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Time Warner Entertainment – Advance/Newhouse Partnership d/b/a Time Warner Cable through its Texas Region (Vendor)

Exhibit C.
Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services

Exhibit C. Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services

Contents of *Exhibit C* follow:

Article 1. Introduction..... C-3
Article 2. Contractual Principles. C-3
Article 3. Methodology for Updating Associated Attachments. C-3
Article 4. Documents Referenced in *Exhibit C* C-4
Attachment C-1. Tables for the Contents..... C-5

Article 1. Introduction.

The purpose of *Exhibit C* is to address the agreed-upon Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services.

Article 2. Contractual Principles.

Exhibit C Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services addresses the following principles:

The specifics for the Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services within scope of this CTSA are contained in this Exhibit C, Attachment C-1. The Vendor's initial descriptions, rates, prices and fees are consistent with the terms of the CTSA. (Derived from final negotiated Tables from Vendor's response to Section 5 of RFO (Pricing) plus final, negotiated service descriptions from Vendor's response to Section 3 of RFO.)

The Marketing Plan is the Vendor's projection of the activities it will engage in to maximize the economic value of the CTSA during the Term of the CTSA. The Marketing Plan includes a statement of operations for the awarded Services and the narrative discussion including all key assumptions, risks, and risk mitigation strategies used to generate Orders from Customers (derived from Marketing Plan submitted with RFO response, attached at *Attachment F-8* to *Exhibit F*).

Article 3. Methodology for Updating Associated Attachments.

Section 3.01 Recommendations.

Either DIR or Vendor may submit to the other Party a recommendation for changes to *Attachment C-1*. Such recommendation will be in writing and will:

(a) Specifically identify the portion or portions of *Attachment C-1* to be changed,

(b) Include the specific Rates To DIR, Prices or telecommunications fees and surcharges to be changed and/or Descriptions to be altered in *Attachment C-1*, and

(c) Identify the reasons for the proposal and anticipated revenue impact from the change or repercussions for failure to adopt the change. A copy of the recommendation will be provided to DIR and the Vendor. The parties will use electronic communications to submit, review and implement changes to *Attachment C-1. Attachment C-1* changes shall be provided to Customers via the Vendor's webpage and the TEX-AN NG web page.

Section 3.02 Review and Input.

DIR will determine whether input on the recommendation from other Customers is appropriate, and will promptly circulate the recommendation to those identified. If DIR does request input from any Customer, DIR will require any input to be provided in writing and submitted within a specified period of time, not to exceed 10 Business Days from the date of the recommendation.

DIR and Vendor will each receive a copy of the written input from the Customers, if applicable. The Party making the recommendation may propose adjustments to the recommendation to address any input of the Customers.

Section 3.03 Approval.

If DIR and Vendor agree upon the recommendation, the Parties will execute a revision to *Attachment C-1*, as applicable, which will be effective when signed by authorized representatives of both DIR and Vendor. The revised *Attachment C-1* will be posted in a location agreed to by Vendor and DIR. Revisions may be in the form of electronic records of the new Descriptions, Rates To DIR, Prices and/ or telecommunications fees and surcharges for changes to *Attachment C-1*. Vendor shall update its webpage accessible to Customers immediately to have the revised portions of the Attachment available to Customers as soon as possible.

Section 3.04 Appeal.

If the DIR and Vendor cannot agree on a recommendation, the recommendation may be submitted to the Executive Steering Committee for resolution and such resolution shall include input and mutual agreement by Vendor.

Article 4. Documents Referenced in *Exhibit C Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services.*

Section 4.01 Attachments to *Exhibit C.*

The following attachments are incorporated as part of *Exhibit C:*

Attachments to Exhibit C	Description and Contents
Attachment C-1 Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services	*Attachment C-1*contains the initial Descriptions, Rates To DIR, Prices for direct sales transactions and the telecommunications fees and surcharges for the Awarded Services.

Section 4.02 *Exhibit C* Associated Plans and Timelines.

No plans and timelines are associated with *Exhibit C*.

Section 4.02 Other Referenced Documents in *Exhibit C.*

No other documents have been referenced in *Exhibit C.*

Attachment C-1.

DESCRIPTION OF SERVICES OFFERED

INTERNET SERVICES

In today's fast-paced marketplace, your organization needs a bandwidth solution that keeps you one step ahead of the competition. Now, more than ever, increasing productivity while minimizing costs is essential to your overall success and that is why Time Warner Cable Business Class, a leader in providing innovative technology and best-in-class products, offers a wide range of fiber optic and broadband based solutions that keep up with your growing business needs and requirements.

- **Greater Productivity:**
  Delivers premium secure bandwidth throughput speeds enabling your business to be more productive.
- **Bandwidth Scalability:**
  Provides dynamically scalable bandwidth speeds up to 10Gbps Mbps to meet your evolving business needs.
- **Network Reach:**
  Eliminate distance sensitive services with our wholly owned network that extends from metropolitan to outlying areas.

Time Warner Cable Business Internet Access connects businesses to our wholly owned network, a facilities-based infrastructure that is secure, reliable and redundant. With Internet Access, downloading and uploading files of all sizes takes seconds, and email is transmitted quickly and reliably, saving you time and helping your business run more efficiently. Plus, as your company's need for faster speed increases, we offer scalable bandwidth options ranging from 5 Mbps to 10 Gbps. By choosing Internet Access from Time Warner Cable Business Class, businesses can ensure that they are getting the speed they need to achieve maximum productivity and stay one step ahead of the competition.

METRO ETHERNET SERVICES

Many organizations with multiple locations need a secure and private networking solution to connect them together. These businesses are moving away from legacy technologies, seeking cost-effective alternatives to Frame Relay, ATM and Private Lines. In addition, organizations require scalable bandwidth to support today's data-intensive applications and to meet changing operational needs.

With Time Warner Cable Business Class Ethernet Solutions, customers can benefit from flexible network configurations that can provide ubiquitous connectivity over our secure and wholly owned network infrastructure. In addition, to maintain a high level of network performance, stringent SLAs are employed. These solutions allow businesses to be more productive by extending the reach of their local area networks (LANs), whether in urban locations or outlying sites. A cost-effective alternative to legacy technologies, Ethernet services allow companies to lower their total cost of ownership by reducing capital outlays on routers, switches and hardware. Organizations can also take advantage of scalable bandwidth, from speeds of sub-T1 to 10 Gbps, to support the convergence of data, voice and video services.

SMALL OFFICE/HOME OFFICE SERVICES

Fast and secure remote access services designed specifically for business teleworking are essential for transmitting records and critical data with other institutions. With speeds of up to 15Mbps, Time Warner Cable Business Class SOHO (Small Office Home Office) Internet delivers the high perfor-

mance, reliability and cost savings while allowing your remote employees to leverage our technology for continued productivity.

PRICING FOR SERVICES INCLUDED IN ATTACHED TABLES

— End of Exhibit C —

TEX-AN NG
Communications Technology Services Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Time Warner Entertainment – Advance/Newhouse Partnership d/b/a Time Warner Cable through its Texas Region (Vendor)

Exhibit D.
Performance Management

Exhibit D. Performance Management

Contents of *Exhibit D Performance Management* follow:

Article 1. Introduction..... D-3
Article 2. Performance Management Contractual Principles. D-3
Article 3. Methodology for Updating Associated Attachment D-1. ..... D-4
Article 4. Documents Referenced in *Exhibit D* D-5
Attachment D-1. Tables reflecting SLAs per Service Awarded. D-6

Article 1. Introduction.

The purpose of *Exhibit D* is to comprehensively address the agreed-upon Performance Management for delivery of awarded Services and non-operational contract management obligations.

Article 2. Performance Management Contractual Principles.

Exhibit D Performance Management addresses the following principles:

(a) Credit Assessments.

(1) The Vendor will perform its Services as specified in the CTSA. This expectation is reasonable, within normally acceptable business practices, and in the best interests of the State and the Customers.

(2) DIR has chosen to address a majority of the risks related to Vendor performance through the assessment of Credits against Rates To DIR and Prices for Services. The Credits provisions described below are negotiated based on Vendor's Response to the RFO. The following provisions form the basis for assessing Credits:

(A) If the Vendor does not fulfill its Services as specified under the CTSA, DIR and the Customers will be damaged;

(B) Establishing the precise amount or value of such damage would be difficult to quantify;

(C) Except as otherwise provided in the CTSA, Credits will start to accumulate immediately following the end of the Service billing period in which an applicable SLA was not met; notice of a Deficiency may be communicated in one of three ways: Vendor reports the Deficiency in its monthly SLA Non-compliance Report, *Exhibit E, Attachment E-5* hereto; DIR notifies the Vendor of such Deficiency based on its independent information; or, the affected Customer notifies DIR and the Vendor of such Deficiency based on its experience with the Service.

(3) In all instances in which the delay or failure to perform is caused by a *Force Majeure* Event or other event which excused performance under the terms of the CTSA, Credits will not be assessed, and the calculation of performance will be adjusted for the periods of delay caused by such *Force Majeure* Event or excused under the terms of the CTSA.

(b) Service Level Agreements.

(1) Vendor will comply with the performance criteria outlined in this *Exhibit D*. Notwithstanding anything to the contrary herein, the sole and exclusive remedy for any failure or deficiency in the Service shall be the credits set forth herein. In no event shall credits payable under any Purchase Order in any month exceed the monthly recurring charges under such Purchase Order for such month.

(2) For each Service, Vendor and DIR have agreed on acceptable SLAs and acceptable Credits associated with failure to deliver on each SLA, as set forth in *Attachment D-1*. DIR and the Vendor will review all of the SLAs on an annual basis.

(3) All proposed plans and mechanisms to be used for reporting shall be subject to approval by DIR and all approved SLAs will be governed by the *Exhibit B Terms and Conditions*, as well as any special provisions agreed upon by DIR,

Customer and the Vendor with respect to each SLA and/or TEX-AN NG Customer Services Agreement.

(c) DIR Credits.

(1) Each failure of the Vendor to comply with non-operational contract management obligations under the CTSA may be deemed a Deficiency by DIR. By way of example, and not as a limitation, the Parties agree that the following acts are Deficiencies: failure to timely submit Plans and Reports as required by the CTSA. For each Deficiency, after notice and an opportunity to cure, in accordance with *Exhibit B, Section 11.02 (b)* of the CTSA, DIR may assess a remedy as set forth in *Exhibit B, Section 11.02 (d)* of the CTSA, one of which is the assessment of a DIR Credit against the Vendor. The Parties agree that in every instance in which DIR chooses to assess a DIR Credit, the amount shall not exceed $500 per day per Deficiency.

(2) Due dates for the Initial Drafts and Final Drafts of the Management Plans are specified in *Exhibit F Plans.*

(d) Service Instance Performance.

The Vendor will measure SLAs per Service as defined below, and report on performance as described in *Exhibit E Reporting.*

Per Service, as applicable:

(1) Mean Time to Repair

(2) Service Availability

(3) Latency

(4) Packet Delivery rate

(5) Jitter

(6) Chronic Outage

(e) Reports.

Tailored remedies as described in *Exhibit B*, *Section 11.02,* may be used by DIR if the Vendor fails to produce and submit all required reports according to the schedule provided in *Attachment E-1 Reports Schedule*. Vendor will not be liable for any failure or delay in performing its obligations under this Section if such failure or delay is due to *Force Majeure* Events. Additional reporting may be required by DIR in accordance with *Exhibit E Reporting*.

(f) Reporting on Performance Management

All plans and mechanisms to be used for reporting shall be subject to approval by DIR.

Article 3. Methodology for Updating Associated Attachment D-1.

Attachment D-1 sets forth the actual SLAs per Service and as related to Vendor business functions.

(a) Recommendations.

Either DIR or Vendor may submit to the other Party a recommendation for changes to *Attachment D-1*. Such recommendation will be in writing and will

(1) Specifically identify the portion or portions of *Attachment D-1* to be changed,

(2) Include the specific information to be changed and/or descriptions to be altered in *Attachment D-1*, and

(3) Identify the reasons for the proposal and anticipated revenue impact from the change or repercussions for failure to adopt the change. A copy of the recommendation will be provided to DIR and the Vendor. The parties will use electronic communications to submit, review and implement changes to *Attachment D-1*. *Attachment D-1* changes shall be provided to Customers via the Vendor's webpage and TEX-AN NG webpage.

(b) Review and Input.

(1) DIR will determine whether input on the recommendation from other Customers is appropriate, and will promptly circulate the recommendation to those identified. If DIR does request input from any Customer, DIR will require any input to be provided in writing and submitted within a specified period of time, not to exceed 10 Business Days from the date of the recommendation.

(2) DIR and Vendor will each receive a copy of the written input from the Customers, if applicable. The Party making the recommendation may propose adjustments to the recommendation to address any input of the Customers.

(c) Approval.

If DIR and Vendor agree upon the recommendation, the Parties will execute a revision to *Attachment D-1,* as applicable, which will be effective when signed by authorized representatives of both DIR and Vendor. The revised *Attachment D-1* will be posted in a location agreed to by Vendor and DIR. Revisions may be in the form of electronic records of the new SLAs for changes to *Attachment D-1*. Vendor shall update its webpage accessible to Customers immediately to have the revised portions of the Attachment available to Customers as soon as possible.

(d) Appeal.

If the DIR and Vendor cannot agree on a recommendation, the recommendation may be submitted to the Executive Steering Committee for resolution.

Article 4. Documents Referenced in *Exhibit D Performance Management.*

Section 4.01 Attachments to *Exhibit D.*

Attachment D-1 is associated with *Exhibit D Performance Management*.

Section 4.02 *Exhibit D* Associated Plans and Timelines.

No plans and timelines are associated with *Exhibit D Performance Management.*

Section 4.03 Other Referenced Documents in *Exhibit D*

The following documents have been referenced in *Exhibit D Performance Management:*

Other Referenced Documents in *Exhibit D*	Description and Contents
Exhibit E Reporting	Comprehensively addresses reporting requirements.
Exhibit F Plans	Comprehensively addresses Management Plans.

Attachment D-1. Tables reflecting SLAs per Service Awarded.

The tables in *Attachment D-1* set forth the actual SLAs per Service and as related to Vendor business functions.

— End of Exhibit D —

TEX-AN NG
Communications Technology Services Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Time Warner Entertainment – Advance/Newhouse Partnership d/b/a Time Warner Cable through its Texas Region (Vendor)

Exhibit E.
Reporting

Exhibit E. Reporting

Contents of *Exhibit E Reporting* follow:

Article 1. Introduction..... E-3
Article 2. Reporting Contractual Principles. E-3
Article 3. Frequency of Reports..... E-5
Article 4. Methodology for Updating Reporting Requirements. E-5
Article 5. Documents Referenced in *Exhibit E.* E-5
Attachment E-1. Reports Schedule..... E-6

Article 1. Introduction.

(a) The purpose of *Exhibit E Reporting* is to comprehensively address agreed-upon reporting requirements for the CTSA.

(b) *Exhibit E Reporting* provides the following:

(1) Reporting Contractual Principles

(A) General Reporting Principles

(B) Ad hoc Reporting

(2) Frequency of reports

(3) Methodology for Updating Reporting Requirements

Article 2. Reporting Contractual Principles.

Exhibit E Reporting addresses the following contractual principles:

Section 2.01 General Reporting.

(a) The Vendor will provide routine and ad hoc reporting as required in a form and format approved by DIR.

(b) DIR has the option of requesting special analyses, reports, and reviews from the Vendor. Examples include ad hoc system engineering analyses and project-specific reports. Such requests will be limited in number and scope through a process created by DIR and Vendor management so that they are not open-ended or an undue burden on the Vendor.

(c) DIR may use staff or contractors, including third-party auditing contractors and third-party Independent Verification and Validation contractors to review reports provided by the Vendor. DIR will ensure that any person or third-party company granted access to Vendor information (i) is not a competitor of Vendor and is not another provider of Services under a TEX-AN contract, and (ii) handles such information securely and appropriately.

(d) The costs of assembling, reporting, and explaining data to DIR is on the Vendor. If practicable, reports will be designed with the flexibility to be readily modified as functional and reporting requirements change.

(e) The format and media type for each report will be determined in cooperation between DIR and the Vendor. Vendor will provide access to data in a raw format wherever possible and agreed to by both Parties.

(f) Vendor may disclose certain financial and confidential information to DIR and such information shall be subject to the Confidential provisions of the CTSA and in certain instances a Non Disclosure Agreement may be required.

(g) Vendor will provide a real-time, web accessible reporting dashboard. Vendor will consult with DIR to establish the final content of the dashboard. In addition to the Web-based reporting dashboard, the Vendor will provide regular, scheduled reports, as identified below and further described in the RFO, including:

(1) Infrastructure Change/Release Management Reports, RFO Section 4.3.2.1.B

(2) After Action Reports, RFO Sections 3.5.B.3.a and 4.3.2.1.D

(3) Trouble Ticket Report, RFO Section 3.5.B.3.b

(4) Trouble Ticket Aging Report by Customer, RFO Section 4.5.3.1.A

(5) SLA Non-Compliance Report, RFO Section 4.5.3.1.B

(6) ~~Local Services Sales Report, RFO Section 4.5.3.1.C~~ **NOT APPLICABLE TO THIS CONTRACT**

(7) SOHO Sales Report, RFO Section 4.5.3.1.D

(8) Number not assigned

(9) Marketing Report, RFO Section 4.5.3.1.F

(10) Weekly Electronic Status Report, RFO Section 4.7.3.1

(11) Status for Projects by Customer Report, RFO Section 4.7.3.2

(12) HUB Subcontractor Report, Contract *Exhibit I, HUB Subcontracting Plan* and RFO Section 2.2.1.4.

(13) Direct Sales Transactions Reports, Contract Front End, *Article 5*

(14) ~~Security Monthly Progress and Performance Report (RFO Section 3.6.D)~~ **NOT APPLICABLE TO THIS CONTRACT**

(15) ~~Security Incident reports (RFO Section 3.6.1.B.9)~~ **NOT APPLICABLE TO THIS CONTRACT**

(16) ~~Network Topology Maps and Discovery Reports (RFO Section 3.6.2.B.4.a)~~ **NOT APPLICABLE TO THIS CONTRACT**

(17) ~~Network Discovery Executive Summary Reports (RFO Section 3.6.2.B.4.b)~~ **NOT APPLICABLE TO THIS CONTRACT**

(18) ~~Network Discovery Anomaly Risk Analysis Reports (RFO Section 3.6.2.B.4.c)~~ **NOT APPLICABLE TO THIS CONTRACT**

(19) ~~Network Discovery Address Space Analysis (RFO Section 3.6.2.B.4.d)~~ **NOT APPLICABLE TO THIS CONTRACT**

(20) ~~Network Discovery Perimeter Reports (RFO Section 3.6.2.B.4.e)~~ **NOT APPLICABLE TO THIS CONTRACT**

(21) ~~Network Discovery Device Fingerprinting Reports (RFO Section 3.6.2.B.4.f)~~ **NOT APPLICABLE TO THIS CONTRACT**

(22) ~~Ad hoc reports/network maps (RFO Section 3.6.2.B.5)~~ **NOT APPLICABLE TO THIS CONTRACT**

(23) ~~CPT Progress & Status Report (RFO Section 3.6.4.B.7)~~ **NOT APPLICABLE TO THIS CONTRACT**

(24) ~~CPT Exploitation Report (RFO Section 3.6.4.B.11)~~ **NOT APPLICABLE TO THIS CONTRACT**

(25) ~~CPT Findings Report (RFO Section 3.6.4.B.18), and~~ **NOT APPLICABLE TO THIS CONTRACT**

(26) ~~Exceptions and Outstanding Vulnerabilities Report (RFO Section 3.6.5.B.10.c).~~ **NOT APPLICABLE TO THIS CONTRACT**

Section 2.02 Ad Hoc Reporting.

(a) DIR may examine any work, process, procedure, and/or Service produced by the Vendor under the CTSA.

(b) DIR will observe and gather data from all governance processes that determine Services to be performed by the Vendor. This includes:

(1) Visibility into governance processes in which DIR does not directly participate; and/or

(2) Governance processes internal to the Vendor and governance processes through which Services are negotiated with, approved by, and monitored by Customers shall be reasonably provided by the Vendor.

(3) The Vendor will catalog and maintain all mutually agreed to documentation that is associated with performing Services under the CTSA in an electronic document repository. This does not include access to notes of individual Vendor staff members, such as meeting notes or status reports to Vendor management.

(4) Vendor will provide upon DIR request an electronic copy of any document developed as part of performing Services under the CTSA, including documents that are considered working papers, drafts, or non-deliverable products. Examples include architecture documents, Project notes, and Project artifacts.

Section 2.03 Reporting Timelines.

(a) The Vendor will provide regular, scheduled reports according to *Attachment E-1 Reports Schedule.*

(b) DIR may assess tailored remedies, as allowed under *Exhibit B, Terms and Conditions, Section 11.02* if the Vendor fails to produce and submit all required reports according to the schedule provided in this Exhibit.

Article 3. Frequency of Reports.

Vendor will provide specific, regular reports as identified in this Exhibit.

Article 4. Methodology for Updating Reporting Requirements.

The parties shall use the contract amendment process described in *Section 7.01 Amendments and Modifications*, of *Exhibit B Terms and Conditions,* to document changes to this Exhibit.

Article 5. Documents Referenced in *Exhibit E Reporting.*

Section 5.01 Attachments to *Exhibit E.*

Attachment E-1 Reports Schedule is associated with *Exhibit E Reporting*.

Section 5.02 *Exhibit E* Associated Plans and Timelines.

No plans and timelines are associated with *Exhibit E Reporting*.

Section 5.03 Other Referenced Documents in *Exhibit E.*

The following documents have been referenced in *Exhibit E Reporting*:

Other Referenced Documents in *Appendix E*	Description and Contents
Exhibit F Plans	Comprehensively addresses Management Plans for CTSA.

Attachment E-1. Reports Schedule.

Reports are required as circumstances warrant as more particularly described in the RFO, unless the frequency is indicated below:

E-1 Infrastructure Change/Release Management Reports, RFO Section 4.3.2.1.B

E-2 After Action Reports, RFO Sections 3.5.B.3.a and 4.3.2.1.D

E-3 Trouble Ticket Report, RFO Section 3.5.B.3.b

E-4 Trouble Ticket Aging Report by Customer, RFO Section 4.5.3.1.A

E-5 SLA Non-Compliance Report, RFO Section 4.5.3.1.B

E-6 ~~Local services Sales Report, RFO Section 4.5.3.1.C~~ **NOT APPLICABLE TO THIS CONTRACT**

E-7 SOHO Sales Report, RFO Section 4.5.3.1.D

E-8 Number not assigned

E-9 Marketing Report, RFO Section 4.5.3.1.F

E-10 Weekly Electronic Status Report, RFO Section 4.7.3.1

E-11 Status for Projects by Customer Report, RFO Section 4.7.3.2

E-12 HUB Subcontractor Report, CTSA *Exhibit I, HUB Subcontracting Plan* and RFO Section 2.2.1.4.

E-13 Direct Sales Transactions Reports, Contract Front End, *Article 5*

E-14 ~~Security Monthly Progress and Performance Report (RFO Section 3.6.D)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-15 ~~Security Incident Reports (RFO Section 3.6.1.B.9)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-16 ~~Network Topology Maps and Discovery Reports (RFO Section 3.6.2.B.4.a)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-17 ~~Network Discovery Executive Summary Reports (RFO Section 3.6.2.B.4.b)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-18 ~~Network Discovery Anomaly Risk Analysis Reports (RFO Section 3.6.2.B.4.c)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-19 ~~Network Discovery Address Space Analysis (RFO Section 3.6.2.B.4.d)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-20 ~~Network Discovery Perimeter Reports (RFO Section 3.6.2.B.4.e)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-21 ~~Network Discovery Device Fingerprinting Reports (RFO Section 3.6.2.B.4.f)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-22 ~~*Ad hoc* reports/network maps (RFO Section 3.6.2.B.5)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-23 ~~CPT Progress & Status Report (RFO Section 3.6.4.B.7)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-24 ~~CPT Exploitation Report (RFO Section 3.6.4.B.11)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-25 ~~CPT Findings Report (RFO Section 3.6.4.B.18), and~~ **NOT APPLICABLE TO THIS CONTRACT**

E-26 ~~Exceptions and Outstanding Vulnerabilities Report (RFO Section 3.6.5.B.10.c).~~
NOT APPLICABLE TO THIS CONTRACT

— End of Exhibit E —

TEX-AN NG
Communications Technology Services Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Time Warner Entertainment – Advance/Newhouse Partnership d/b/a Time Warner Cable through its Texas Region (Vendor)

Exhibit F.
Plans

Exhibit F. Plans

Contents of *Exhibit F Plans* follow:

Article 1. Introduction. F-3
Article 2. Contractual Principles. F-3
Article 3. Methodology for Updating Associated Plans. F-4
Article 4. Documents Referenced in *Exhibit F.* F-4
Attachments F-1 through F-21. ..... F-8

Article 1. Introduction.

The purpose of *Exhibit F Plans* is to comprehensively address agreed-upon CTSA Management Plans.

Article 2. Contractual Principles.

Exhibit F Plans addresses the following principles:

(a) The Vendor is responsible for Services delivered under the CTSA.

(b) The Vendor shall demonstrate strong project management practices.

(c) The Vendor shall create, maintain, implement, and update management plans in accordance with this Exhibit.

(d) Initial and final drafts of the management plans are to be submitted to DIR for approval within the timeframes specified in Table 2 of *Section 4.02*, Plans and Timelines Associated with *Exhibit F*.

(e) The Vendor will provide updated management plans annually or as requested by DIR.

(f) The Management Plans, which were included in Vendor's Response to the RFO and have been negotiated for incorporation into the CTSA, include:

(1) Network to Network Interface (NNI) Plan, RFO Section 3.1.1.1.C

(2) Capacity Management Plan, RFO Section 3.1.1.1.D

(3) Security Disaster Recovery/Business Continuity Plan, RFO Section 3.6.C

(4) ~~NOC Implementation Plan, RFO Section 3.7.B.1~~ **NOT APPLICABLE TO THIS CONTRACT**

(5) ~~NOC Management Plan, RFO Section 3.7.B.2~~ **NOT APPLICABLE TO THIS CONTRACT**

(6) ~~Controlled Penetration Testing (CPT) Management Plan, RFO Section 3.6.4.B.3~~ **NOT APPLICABLE TO THIS CONTRACT**

(7) Service Delivery Implementation Plan, RFO Section 4.1.1.1

(8) Marketing Plan, RFO Section 4.1.1.1.I

(9) Service Delivery Management Plan, RFO Section 4.1.2.1

(10) Order Process Implementation Plan, RFO Section 4.2.1.1

(11) Order Process Management Plan, RFO Section 4.2.2.1

(12) Change Management Implementation Plan, RFO Section 4.3.1.2

(13) Change Management Plan, RFO Section 4.3.2.1

(14) Inventory Management Implementation Plan, RFO Section 4.4.1.1

(15) Ongoing Inventory Management Plan, RFO Section 4.4.2.1

(16) Help Desk Implementation Plan, RFO Section 4.5.1.1

(17) Ongoing Help Desk Management Plan, RFO Section 4.5.2.1

(18) Billing Plan, RFO Section 4.6.2

(19) Program Management Plan, RFO Section 4.7.1.

(20) Ongoing Program Management Plan, RFO Section 4.7.2., and

(21) Disentanglement Plan, *Exhibit B Terms and Conditions, Section 11.06.*

Article 3. Methodology for Updating Associated Plans.

Section 3.01 Recommendations.

Either DIR or Vendor may submit to the other Party a recommendation for changes or additions to Plans. Such recommendation will be in writing and will:

(a) Specifically identify the portion or portions of the Plan to be changed,

(b) Include the specific language to accomplish the proposed change, and

(c) Identify the reasons for the proposal and anticipated improvements from the change or repercussions for failure to adopt the change. A copy of the recommendation will be provided to DIR and the Vendor.

Section 3.02 Review and Input.

DIR will determine whether input on the recommendation from any other Customers is appropriate, and will promptly circulate the recommendation to those identified. If DIR does request input from any other Customers, DIR will require any input to be provided in writing and submitted within a specified period of time, not to exceed 60 Business Days from the date of the recommendation.

DIR and Vendor will each receive a copy of the written input from the other Customers, if applicable. The Party making the recommendation may propose adjustments to the recommendation to address any input of the other Customers.

Section 3.03 Approval.

If DIR and Vendor agree upon the recommendation, the Parties will execute a revision to the Plan, as applicable, which will be effective when signed by authorized representatives of both DIR and Vendor and the revised Plan will be posted in a location agreed to by Vendor and DIR.

An approved Plan revision resulting in a substantial change to CTSA operations may trigger a formal amendment process.

Section 3.04 Appeal.

If the DIR and Vendor cannot agree on a recommendation, the recommendation may be submitted to the Executive Steering Committee for resolution.

Article 4. Documents Referenced in *Exhibit F Plans.*

Section 4.01 Attachments to *Exhibit F*.

Once accepted by DIR, the final version of the following attachments will be incorporated as part of *Exhibit F Plans*:

Attachments to *Exhibit F*	Description and Contents
Attachment F-1 Network to Network Interface Plan	Per Section 3.1.1.1.C of the RFO and as negotiated between the Parties.
Attachment F-2 Capacity Management Plan	Per Section 3.1.1.1.D of the RFO as negotiated between the Parties.

Attachments to *Exhibit F*	Description and Contents
Attachment F-3 Security Disaster Recovery/Business Continuity Plan	Per Section 3.6.C of the RFO, as negotiated between the Parties
~~*Attachment F-4 NOC Implementation Plan*~~ **NOT APPLICABLE TO THIS CONTRACT**	~~Per Section 3.7.B.1 of the RFO as negotiated between the Parties.~~
~~*Attachment F-5 NOC Management Plan*~~ **NOT APPLICABLE TO THIS CONTRACT**	~~Per Section 3.7.B.2 of the RFO as negotiated between the Parties~~
~~*Attachment F-6 Controlled Penetration Testing (CPT) Management Plan*~~ **NOT APPLICABLE TO THIS CONTRACT**	~~Per Section 3.6.4.B.3 of the RFO as negotiated between the Parties.~~
Attachment F-7 Service Delivery Implementation Plan	Per Section 4.1.1.1 of the RFO as negotiated between the Parties.
Attachment F-8 Marketing Plan	Per Section 4.1.1.1.I of the RFO as negotiated between the Parties.
Attachment F-9 Service Delivery Management Plan	Per Section 4.1.2.1 of the RFO as negotiated between the Parties.
Attachment F-10 Order Process Implementation Plan	Per Section 4.2.1.1 of the RFO as negotiated between the Parties.
Attachment F-11 Order Process Management Plan	Per Section 4.2.2.1 of the RFO as negotiated between the Parties.
Attachment F-12 Change Management Implementation Plan	Per Section 4.3.1.2 of the RFO as negotiated between the Parties.
Attachment F-13 Change Management Plan	Per Section 4.3.2.1 of the RFO as negotiated between the Parties.
Attachment F-14 Inventory Management Implementation Plan	Per Section 4.4.1.1. of the RFO as negotiated between the Parties.
Attachment F-15 Ongoing Inventory Management Plan	Per Section 4.4.2.1 of the RFO as negotiated between the Parties.
Attachment F-16 Help Desk Management Plan	Per Section 4.5.1.1 of the RFO as negotiated between the Parties.
Attachment F-17 Ongoing Help Desk Management Plan	Per Section 4.5.2.1 of the RFO as negotiated between the Parties.
Attachment F-18 Billing Plan	Per Section 4.6.2 of the RFO as negotiated between the Parties.
Attachment F-19 Program Management Plan	Per Section 4.7.1. of the RFO as negotiated between the Parties.
Attachment F-20 Ongoing Program Management Plan	Per Section 4.7.2. of the RFO as negotiated between the Parties.
Attachment F-21 Disentanglement Plan	Per *Section 11.06, Exhibit B, Terms and Conditions* of the Contract.

Section 4.02 *Exhibit F* Associated Plans and Timelines.

The following plans and timelines are associated with *Exhibit F Plans*:

Table 1: *Exhibit F Plans* Associated Plans and Timelines

Exhibit F Associated Plans and Timelines	Initial Draft Due	Final Draft Due	Updates
Attachment F-1 Network to Network Interface Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
Attachment F-2 Capacity Management Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
Attachment F-3 Security Disaster Recovery/Business Continuity Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
~~*Attachment F-4 NOC Implementation Plan*~~ **NOT APPLICABLE TO THIS CONTRACT**	~~Submitted with the Response.~~	~~No later than 30 days after Effective Date.~~	~~Annually, by Contract Anniversary Date, or as requested by DIR.~~
~~*Attachment F-5 NOC Management Plan*~~ **NOT APPLICABLE TO THIS CONTRACT**	~~Submitted with the Response.~~	~~No later than 30 days after Effective Date.~~	~~Annually, by Contract Anniversary Date, or as requested by DIR.~~
~~*Attachment F-6 Controlled Penetration Testing (CPT) Management Plan*~~ **NOT APPLICABLE TO THIS CONTRACT**	~~Submitted with the Response.~~	~~No later than 30 days after Effective Date.~~	~~Semi - annually, by Contract Anniversary Date, or as requested by DIR.~~
Attachment F-7 Service Delivery Implementation Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
Attachment F-8 Marketing Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
Attachment F-9 Service Delivery Management Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
Attachment F-10 Order Process Implementation Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
Attachment F-11 Order Process Management Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
Attachment F-12 Change Management Implementation Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
Attachment F-13 Change Management Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR

Exhibit F Associated Plans and Timelines	Initial Draft Due	Final Draft Due	Updates
Attachment F-14 Inventory Management Implementation Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
Attachment F-15 Ongoing Inventory Management Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
Attachment F-16 Help Desk Management Plan	Submitted with the Response	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
Attachment F-17 Ongoing Help Desk Management Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
Attachment F-18 Billing Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
Attachment F-19 Program Management Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
Attachment F-20 Ongoing Program Management Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
Attachment F-21 Disentanglement Plan	As required by *Section 11.06* of the Contract.	N/A	N/A

Section 4.03 Other Referenced Documents in *Exhibit F.*

No other documents are referenced in *Exhibit F Plans.*

Attachments F-1 through F-21.

— End of Exhibit F —

TEX-AN NG
Communications Technology Services Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Time Warner Entertainment – Advance/Newhouse Partnership d/b/a Time Warner Cable through its Texas Region (Vendor)

Exhibit G.
Insurance

Exhibit G. Insurance

Contents of *Exhibit G Insurance* follow:

Article 1. Introduction.....G-3
Article 2. Insurance Contractual Principles. G-3
Article 3. Methodology for Updating Associated *Exhibit G* Attachments and Plans. G-4
Article 4. Documents Referenced in *Exhibit G.*.....G-4
Attachment G-1. Vendor's Certificate of Insurance. G-5

Article 1. Introduction.

The purpose of *Exhibit G Insurance* is to address the Vendor Insurance requirements for the CTSA.

Article 2. Insurance Contractual Principles.

(a) Vendor agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance with the specified minimum limits of liability during the term of this Contract and shall provide proof of such insurance coverage to DIR within five (5) Business Days following the execution of the CTSA. Vendor may not begin performance under the CTSA until such proof of insurance coverage is provided to, and approved by, DIR, in its sole and absolute discretion. All required insurance must be issued by companies whose A.M. Best Company Financial Strength Ratings are at least A – financially rated and duly licensed, admitted, and authorized to do business in the State. DIR will be named as Additional Insured on all required coverage (except for Worker's Compensation coverage). Notwithstanding the foregoing, the parties agree that Vendor's carrier(s) for non-Worker's Compensation and non-Business Automobile Liability coverages may be a company other than one admitted in the State, so long as the company has a minimum A.M. Best Company Financial Strength Rating of A- and complies with all other requirements stated herein. The minimum acceptable insurance provisions are as follows:

(1) Commercial General Liability: Commercial General Liability must include a combined single limit of $500,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate of $500,000. The policy shall contain the following provisions:

(A) Blanket contractual liability coverage for liability assumed under the Contract;

(B) Independent Contractor coverage;

(C) State, DIR and Customer listed as an additional insured;

(D) 30-day Notice of Termination in favor of DIR and/or Customer; and

(E) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

(2) Workers' Compensation Insurance: Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy limits for Employers' Liability of $250,000 bodily injury per accident, $500,000 bodily injury disease policy limit, and $250,000 per disease per employee.

(3) Business Automobile Liability Insurance: Business Automobile Liability Insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

(A) Waiver of Subrogation;

(B) 30-day Notice of Termination; and

(C) Additional Insured.

(b) Similar coverage as described above shall be required from Vendor in each instance in which it agrees to perform work related to Services at a Customer's premises. A certificate of insurance demonstrating compliance with these coverages and listing the Customer as the additional Insured shall be provided to the Customer prior to Vendor commencing work at a Customer's premises.

Article 3. Methodology for Updating Associated *Exhibit G* Attachments and Plans.

There is no need to update *Attachment G-1 Vendor's Certificate of Insurance.* Any changes to insurance will be made at the exhibit level.

Article 4. Documents Referenced in *Exhibit G Insurance.*

Section 4.01 *Exhibit G Insurance* Attachments.

In *Attachment G-1 Vendor's Certificate of Insurance,* Vendor has included its Certificate of Insurance, which sets forth the Vendor's insurance coverage.

Attachments to *Exhibit G*	Description
Attachment G-1 Vendor's Certificate of Insurance	Vendor's Certificate of Insurance

Section 4.02 Plans Associated with *Exhibit G Insurance.*

There are no plans referenced in *Exhibit* G *Insurance.*

Section 4.03 Other Referenced Documents in *Exhibit G Insurance.*

There are no other documents referenced in *Exhibit G Insurance*

Attachment G-1. Vendor's Certificate of Insurance.

— End of Exhibit G —

TEX-AN NG
Communications Technology
Services Agreement

Between

The State of Texas, acting by and through the
Texas Department of Information Resources

and

Time Warner Entertainment – Advance/Newhouse Partnership d/b/a
Time Warner Cable through its Texas Region (Vendor)

Exhibit H.
Form of TEX-AN NG
Customer Services Agreement

Exhibit H. Form of TEX-AN NG Customer Services Agreement

Contents of *Exhibit H Form of TEX-AN NG Customer Services Agreement* follow:

Article 1. Introduction. H-3
Article 2. Contractual Principles. H-3
Article 3. Methodology for Updating Associated Exhibit Attachment. H-3
Article 4. Documents Referenced in *Exhibit H.* H-4
Attachment H-1. TEX-AN NG Customer Services Agreement. H-5
Attachment H-2. TEX-AN NG Customer Services Agreement – Standard Terms and Conditions. H-8

Article 1. Introduction.

The purpose of *Exhibit H Form of TEX-AN NG Customer Services Agreement* is to address the agreed-upon form of the TEX-AN NG Customer Services Agreement.

Article 2. Contractual Principles.

(a) *Attachment H-1 TEX-AN NG Customer Service Agreement* and *Attachment H-2 TEX-AN NG Customer Service Agreement – Standard Terms and Conditions* are the templates for the Form of TEX-AN NG Customer Service Agreement among Vendor, DIR, and Customer.

(b) *Attachment H-1 TEX-AN NG Customer Service Agreement* is a template which will be the basis of negotiations with Customers. *Attachment H-2 TEX-AN NG Customer Service Agreement – Standard Terms and Conditions* template contains the terms and conditions between and among the Parties, but is contemplated by the Parties that this template might be adjusted as needed to accommodate the requirements of all Parties to such agreement. The terms and conditions of a TEX-AN NG Customer Service Agreement may be negotiated to meet Customer business needs, so long as the TEX-AN NG Customer Service Agreement terms and conditions do not conflict with or weaken the terms of the CTSA.

Article 3. Methodology for Updating Associated Exhibit Attachment.

Section 3.01 Recommendations.

In addition to negotiations with Customers to reach an acceptable TEX-AN NG Customer Services Agreement, either DIR or Vendor may submit to the other Party a recommendation for changes or additions to *Attachment H-1 TEX-AN NG Customer Service Agreement* and *Attachment H-2 TEX-AN NG Customer Service Agreement – Standard Terms and Conditions.* Such recommendation will be in writing and will:

(a) Specifically identify the portion or portions of the Attachment to be changed,

(b) Include the specific language to accomplish the proposed change, and

(c) Identify the reasons for the proposal and anticipated improvements from the change or repercussions for failure to adopt the change.

Section 3.02 Review and Input.

(a) DIR will determine whether input on the recommendation from any other Customers is appropriate, and will promptly circulate the recommendation to those identified. If DIR does request input from any other Customers, DIR will require any input to be provided in writing and submitted within a specified period of time, not to exceed 10 Business Days from the date of the recommendation.

(b) DIR and Vendor will each receive a copy of the written input from the other Customers, if applicable. The Party making the recommendation may propose adjustments to the recommendation to address any input of the other Customers.

Section 3.03 Approval.

If DIR and Vendor agree upon the recommendation, the Parties will execute a revision to the Attachment(s), as applicable, which will be effective when signed by authorized representatives of both DIR and Vendor and the revised Attachment(s) will be posted in a location agreed to by Vendor and DIR.

Section 3.04 Appeal.

If the DIR and Vendor cannot agree on a recommendation, the recommendation may be submitted to the Executive Steering Committee for resolution.

Article 4. Documents Referenced in *Exhibit H Form of TEX-AN NG Customer Services Agreement.*

Section 4.01 Attachments to *Exhibit H.*

The following attachments are incorporated as part of *Exhibit H Form of TEX-AN NG Customer Services Agreement*:

Attachments to *Exhibit H*	Description and Contents
Attachment H-1 Form of TEX-AN NG Customer Services Agreement	*Attachment H-1 Form of TEX-AN NG Customer Services Agreement* and *Attachment H-2 Form of TEX-AN NG Customer Services Agreement – Standard Terms and Conditions* provide the agreement to be executed by authorized representatives of the Vendor, Customer, and DIR to maximize standardization of the terms and conditions and provide DIR the opportunity for oversight of the contractual relationship between Customer and Vendor.
Attachment H-2 Form of TEX-AN NG Customer Services Agreement – Standard Terms and Conditions	

Section 4.02 *Exhibit H* Associated Plans and Timelines.

No plans and timelines are associated with *Exhibit H Form of TEX-AN NG Customer Services Agreement.*

Section 4.03 Other Referenced Documents in *Exhibit H.*

No documents are referenced in *Exhibit H Form of TEX-AN NG Customer Services Agreement.*

Attachment H-1. TEX-AN NG Customer Services Agreement.

TEX-AN NG
Customer Services Agreement

Between

The State of Texas, acting by and through the
Texas Department of Information Resources

and

Time Warner Entertainment – Advance/Newhouse Partnership d/b/a
Time Warner Cable through its Texas Region (Vendor)

DIR Contract No. DIR-TEX-AN NG - CSA-ICXXX

TEX-AN NG Customer Services Agreement

This TEX-AN NG Customer Services Agreement is effective as of the date of the last party to sign, (Effective Date), by and between the Texas Department of Information Resources (DIR), Time Warner Entertainment – Advance/Newhouse Partnership d/b/a Time Warner Cable through its Texas Region (Vendor), and _____ (Customer). DIR, Vendor, and Customer may each be referred to as Party, and collectively DIR, Vendor, and Customer may be referred to as the Parties herein.

Capitalized terms not defined herein shall have the meaning set forth in the CTSA, *Exhibit A*.

BACKGROUND
The TEX-AN NG Program is authorized by Chapter 2170, Texas Government Code, and Services have been procured by compliance with the applicable public procurement laws of the State of Texas. This TEX-AN NG Customer Services Agreement is based on, and subject to, the CTSA between DIR and Vendor dated 11/10/2011, DIR Contract Number DIR-TEX-AN NG CTSA-008, including the TEX-AN NG Customer Services Agreement Standard Terms and Conditions.

AGREEMENT
IN CONSIDERATION of mutual covenants and agreements contained in this TEX-AN NG Customer Services Agreement, DIR, Vendor, and Customer agree as follows:

1. Customer may receive Services provided by Vendor by agreeing to abide by this TEX-AN NG Customer Services Agreement, including the TEX-AN NG Customer Services Agreement Standard Terms and Conditions. The CTSA and this TEX-AN NG Customer Services Agreement represent the entire agreement for access to, and use of, certain Services by Customer. The term of this CSA is from the Effective Date through _____. The Parties understand and agree that notwithstanding any other provision in this TEX-AN-NG-CSA or the CTSA, this CSA shall terminate and expire simultaneously with the expiration and/or termination of the CTSA.

2. Except as provided herein, all Services are provided to Customers through DIR. Certain Services require the execution of this TEX-AN NG Customer Services Agreement. The Services and the related Rates therefore that are subject to the execution of the TEX-AN NG Customer Services Agreement are attached as *Exhibit B*. Specifications and additional terms for these certain Services shall be described in *Exhibit D* to this TEX-AN NG Customer Services Agreement, if ordered by Customer. The Services actually ordered by Customer will be listed in *Exhibit C* and attached hereto, and is incorporated by reference for all purposes into this TEX-AN NG Customer Services Agreement.

3. Authorized Exceptions to *Attachment H-2 TEX-AN NG Customer Services Agreement – Standard Terms and Conditions:*

   List, if any, or “None”

4. All notices permitted or required under this TEX-AN NG Customer Services Agreement will be in writing and will be by personal delivery, a nationally recognized overnight courier service, e-mail, or certified mail, return receipt requested. Notices will be deemed given upon the earlier of actual receipt or one calendar day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five calendar days after deposit with the U.S. Postal Service. Notices will be sent to the addresses listed below, or to such other address as each Party may specify in writing.

If to DIR:	Texas Department of Information Resources Attn: Grace Windbigler, Contract Manager for TEX-AN NG
	300 W. 15th Street, Suite 1300, Austin, TX 78701
With a copy to:	Texas Department of Information Resources, Communications Technology Services Division
	Attn: Carl Marsh, Division Director or his designee 300. W 15th Street, Suite 1300, Austin, Texas 78701
If to Vendor:	Time Warner Entertainment – Advance/Newhouse Partnership d/b/a Time Warner Cable through its Texas Region
With a copy to:	General Counsel for Vendor (Legal Notice)
If to Customer:	Customer Address
With a copy to:	General Counsel for Customer (Legal Notice)

AGREED AND ACCEPTED:

Time Warner Entertainment – Advance/ Newhouse Partnership d/b/a Time Warner Cable through its Texas Region	Texas Department of Information Resources
By: _____	By: _____
Print Name:_____	Print Name: _____
Title: _____	Title:_____
	Office of General Counsel: _____

Customer:

By: _____

Print Name:_____

Title: _____

Attachment H-2. TEX-AN NG Customer Services Agreement – Standard Terms and Conditions.

These standard terms and conditions apply to each TEX-AN NG Customer Services Agreement, to which they are incorporated, by and between the Texas Department of Information Resources (DIR), Vendor (Vendor) and Customer. DIR, Vendor, and Customer may each be referred to herein as Party, and collectively DIR, Vendor, and Customer may be referred to as the Parties herein.

STANDARD TERMS AND CONDITIONS

1. TEX-AN NG Customer Services Agreement Elements.

1.1 The Parties acknowledge and agree that the terms of the CTSA will apply to the TEX-AN NG Customer Services Agreement, and will remain in full force and effect except as may be expressly modified by the terms of a TEX-AN NG Customer Services Agreement or any amendment to the CTSA made in accordance with specific provisions of the CTSA, *Article 7 Contract Amendments*. In the event of any conflict between the terms and conditions of a TEX-AN NG Customer Services Agreement and those of the CTSA, the terms and conditions in the CTSA will govern with respect to the Parties and the Services delivered, unless the TEX-AN NG Customer Services Agreement specifically identifies by section number a clause of the CTSA and indicates that the TEX-AN NG Customer Services Agreement will be controlling.

1.2. Notwithstanding the foregoing, the Parties agree that as between Vendor and DIR on the one hand, and Customer on the other, *Sections 7.1 and 7.2* in the TEX-AN NG Customer Services Agreement Terms and Conditions (this document) will control over any expressly conflicting statement contained in the CTSA, if any. The Parties acknowledge the CTSA is subject to subsequent amendment by Vendor and DIR pursuant to its terms and agree that, to the extent any such amendments impact any TEX-AN NG Customer Services Agreement terms and conditions, such amendments will automatically apply to the TEX-AN NG Customer Services Agreement with no further action by the Parties.

1.3 TEX-AN NG Customer Services Agreements will continue until terminated as specified therein, and subject to the terms of the CTSA, and Vendor will provide the Services described in the agreed Exhibits to the TEX-AN NG Customer Services Agreement.

2. DIR's Role as Billing Agent.

Customer acknowledges that in order for Vendor to provide Services pursuant to a TEX-AN NG Customer Services Agreement, DIR must be a Party to the TEX-AN NG Customer Services Agreement in order to fulfill its role as billing agent on behalf of Vendor.

3. Certain Services Available to Customer.

Vendor offers a variety of Services which are available to Customer; some of those Services may only be obtained by execution of a TEX-AN NG Customer Services Agreement. The specific list of Services that Vendor is authorized to offer to Customer under this TEX-AN NG Customer Services Agreement are found in *Appendix B* hereto. The specific Services Customer is ordering is contained in *Appendix C* hereto. Additional terms and conditions required by Vendor to provide the ordered Services are contained in *Appendix D* hereto.

4. Rates.

4.1 For the Services provided by Vendor, Vendor is entitled to its portion of the Rates set out in *Appendix B* to this TEX-AN NG Customer Services Agreement. A TEX-AN NG Customer Services Agreement shall be modified for the addition of Rates as new Services are included in the TEX-AN NG Customer Services Agreement based on mutual agreement of DIR, Vendor, and Customer.

4.2 In its role as billing agent for Vendor, DIR shall bill to Customer the "Rates To DIR," plus an additional percentage as DIR's CRF, as authorized by Chapter 2170, Texas Government Code and any applicable telecommunications fees and surcharges. Vendor and Customer acknowledge and agree that DIR shall retain its CRF from the amounts it collects from Customer, prior to paying the net amount to Vendor.

5. Criminal History Background Checks.

Prior to commencement of any Services under this TEX-AN NG Customer Services Agreement, certain Customers may require background and/or criminal history investigation of certain of the Vendor's employees, agents and Subcontractors who will be providing Services to Customer, per Section 411.1405 of the Texas Government Code, if it possesses legislative authority to require such investigations. Should any employee, agent, or Subcontractor of the Vendor who will be providing Services to Customer under the TEX-AN NG Customer Services Agreement not be acceptable to the Customer, in its sole and absolute discretion, as a result of the background and/or criminal history check, then the Customer may immediately request replacement of the Vendor's employee, agent or Subcontractor in question.

6. Customer Obligations.

In addition to any other Customer obligations set out in the Appendices to this TEX-AN NG Customer Services Agreement and the CTSA, Customer will have the obligations herein.

6.1 Customer will pay, when due, all invoices received from DIR pursuant to this TEX-AN NG Customer Services Agreement and the CTSA

6.2 Customer will issue a Purchase Order to DIR for the Services listed on *Appendix C*, and shall maintain the currency of such Purchase Order as the ordering of Services changes over the life of the TEX-AN NG Customer Services Agreement.

6.3 Customer will provide a billing contact to DIR and keep such information current at all times during the life of the TEX-AN NG Customer Services Agreement.

6.4 Customer will cooperate with Vendor in Vendor's performance of its obligations and the Services under this Agreement. Customer will make its internal systems and Equipment available if required by Vendor. Customer retains full responsibility for the physical security of its internal systems and Equipment.

6.5 Customer will comply with the terms of use statement, which is displayed on the Vendor TEX-AN NG Website, and with all applicable laws related to communications received from or distributed to individuals using the TEX-AN NG system and Services.

6.6 Customer will provide access to its information and systems as necessary to assist Vendor in performing its obligations and the Services hereunder and under the CTSA.

6.7 Customer will follow reasonable security standards regarding physical security, data, and systems, and will not knowingly or negligently take actions to, or by omissions

put, the Vendor Network or the Consolidated State Network or Customer Network at risk of loss, damage, or breach of security.

6.8 Customer will at all times be responsible for the security of its physical premises.

6.9 Customer retains full responsibility for the conduct of its Authorized End Users in the use of the Services.

6.10 Customer will notify Vendor in writing of all laws, rules and regulations, and changes thereto, that affect Services offered pursuant to this TEX-AN NG Customer Services Agreement.

7. Representations and Warranties by Vendor.

7.1 Vendor represents, warrants and covenants that the Services provided by Vendor will not infringe or misappropriate any right of, and will be free of any claim of, any third person or entity based on copyright, patent, trade secret, or other Intellectual Property rights. Customer agrees that the sole remedy for any breach of the foregoing is the indemnification set forth in *Section 14.01* ("Infringement Indemnification") of the CTSA. Vendor agrees that it shall take reasonable efforts to include the indemnity provision or substantially similar language as provided for in *Section 14.01(a)* of the CTSA into its Subcontracts, in which Subcontractors participate in the development or delivery of the Services or Software.

7.2 (a) For any claim or cause of action arising under or related to the TEX-AN NG Customer Services Agreement, neither Party will be liable to the other Party for indirect, punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

(b) EACH PARTY'S LIABILITY TO THE OTHER UNDER THE TEX-AN NG CUSTOMER SERVICES AGREEMENT WILL NOT EXCEED THE TOTAL VALUE OF VENDOR'S INVOICES TO CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE FILING OF A LAWSUIT.

(c) Exceptions to Limitations of Liability. This *Section* 7.2 will not apply with respect to:

(1) Losses occasioned by the fraud (except as rendered inapplicable to the State, DIR and all state agency and local government Customers pursuant to Section 11.03(e) of Exhibit B to the CTSA), willful misconduct, or gross negligence of a Vendor.

(2) Losses that are the subject of indemnification under this TEX-AN NG Customer Services Agreement.

(3) Losses occasioned by any breach of Vendor's or Customer's obligations under *Article 10, Exhibit B to the CTSA.*

(d) Items Not Considered as Damages. The following will not be considered damages subject to, and will not be counted toward the liability exclusion or cap specified herein:

(1) Amounts payable by or assessed against Vendor pursuant to Exhibit D ("Performance Management") of the CTSA.

(2) Amounts withheld by DIR in accordance with this TEX-AN NG Customer Services Agreement due to incorrect charges or Services not provided.

(3) Amounts paid by Customer but subsequently recovered from Vendor due to incorrect charges or services not provided.

(4) Vendor Invoiced Rates To DIR, Prices, telecommunications fees and surcharges and other amounts that are due and owing to Vendor for Services under this TEX-AN NG Customer Services Agreement.

7.3 Vendor represents and warrants that Vendor, to the best of its knowledge, has no actual or potential conflicts of interest in providing Services to Customer under the TEX-AN NG Customer Services Agreement and that Vendor's provision of Services under the TEX-AN NG Customer Services Agreement to the best of its knowledge would not reasonably create an appearance of impropriety.

7.4 Vendor represents and warrants that neither Vendor nor any person or entity, which will participate financially in the TEX-AN NG Customer Services Agreement, has received compensation from Customer for participation in preparation of specifications for the TEX-AN NG Customer Services Agreement. Vendor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with the TEX-AN NG Customer Services Agreement.

8. General Terms.

8.1 Customer agrees and acknowledges that the terms of the CTSA related to *Force Majeure*, Confidential Information, and any additional limitations on damages will apply to the TEX-AN NG Customer Services Agreement. This section only applies to the extent authorized by law.

8.2 Except as expressly provided herein, no provision of the TEX-AN NG Customer Services Agreement will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, Customer does not waive any privileges, rights, defenses, remedies or immunities available to Customer by execution of this TEX-AN NG Customer Services Agreement.

8.3 This TEX-AN NG Customer Services Agreement will be construed and governed by the laws of the State of Texas and is performable in Travis County, Texas. Venue for any action relating to a TEX-AN NG Customer Services Agreement is in State courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.

8.4 If one or more provisions of this TEX-AN NG Customer Services Agreement, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the TEX-AN NG Customer Services Agreement and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

8.5 Except as provided in *Section 1.2* above, the TEX-AN NG Customer Services Agreement may be amended only upon written agreement between DIR, Vendor, and Customer, but in no case will the TEX-AN NG Customer Services Agreement be amended so as to make it conflict with the laws of the State.

8.6 Neither DIR, nor Vendor, nor Customer may assign or transfer this TEX-AN NG Customer Services Agreement without the written consent of the other Parties, which consent will not be unreasonably withheld, except that upon written notice to DIR and Customer, Vendor may assign the TEX-AN NG Customer Services Agreement with-

out DIR's and Customer's consent to any Affiliate that Vendor controls, is controlled by, or is under common control with, (provided such entity is adequately capitalized) or to any entity which acquires or succeeds to all or substantially all of the business or assets of Vendor whether by consolidation, merger, sale or otherwise (such as a spin-off of Vendor); and provided further, that upon written notice to Vendor, either DIR and /or Customer may assign the TEX-AN NG Customer Services Agreement without the Vendor's consent to any State entity designated by the Texas Legislature as being the successor to all contracts of either DIR and/or the Customer. The Parties covenant to fully cooperate in executing such instruments as necessary to keep accurate records of the names of all Parties hereto. Notwithstanding the foregoing, Vendor may, without DIR's consent, assign or delegate in whole or relevant part, its rights and obligations under this TEX-AN NG Customer Service Agreement to a third party work to be performed under this TEX-AN NG Customer Service Agreement, but Vendor will in each such case remain financially responsible for the performance of such obligations.

8.7 *Exhibit B Terms and Conditions*, *Sections 14.01 Infringement Indemnification and 14.02 Exceptions* of the CTSA is incorporated herein by reference and will apply to work product created by Vendor pursuant to the TEX-AN NG Customer Services Agreement.

8.8 Vendor will serve as an independent contractor in providing Services under this TEX-AN NG Customer Services Agreement. Vendor's employees are not and will not be construed as employees of Customer.

8.9 Vendor will have no authority to act for or on behalf of Customer except as provided for in the TEX-AN NG Customer Services Agreement and the CTSA; no other authority, power, or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of Customer other than those incurred in performance of the TEX-AN NG Customer Services Agreement.

8.10 In addition to the requirements of *Exhibit B Terms and Conditions*, *Section 8.01 Financial record retention and audit* of the CTSA, Vendor will maintain and retain supporting fiscal documents adequate to ensure that claims for TEX-AN NG Customer Services Agreement funds associated with the TEX-AN NG Customer Services Agreement are in accordance with applicable State requirements. These supporting fiscal documents will be retained by Vendor for a period of four (4) years after the date of submission of the final invoices.

8.11 *Exhibit D Performance Management* of the CTSA addresses the agreed upon performance criteria for Vendor's Services available to Customer. Customer may notify DIR in writing of alleged performance failures and DIR may, in its sole and absolute discretion, as between DIR and Customer, determine that a performance Deficiency may have occurred.

8.12 The Parties understand and agree that certain personal and/or sensitive information may be transmitted and/or received in connection with this TEX-AN NG Customer Services Agreement. The Parties agree to apply reasonable and prudent management controls and methods to protect sensitive information in its possession in a manner that complies with all applicable State and Federal laws, rules and regulations.

9. Termination.

9.1 The TEX-AN NG Customer Services Agreement is effective upon execution by representatives of DIR, Vendor, and Customer and expires upon termination or expira-

tion of the CTSA (as renewed or extended), unless the TEX-AN NG Customer Services Agreement is earlier terminated as set forth below, or extended in accordance with *Section 9.4* below.

9.2 In the event that any Party fails to carry out or comply with any of the material terms and conditions of the TEX-AN NG Customer Services Agreement, another Party may notify the breaching Party of such failure or default in writing and demand that the failure or default be remedied within 30 calendar days. In the event that the breaching Party fails to remedy such failure or default within 30 calendar days of receiving written notice, each other Party will have the right to cancel the TEX-AN NG Customer Services Agreement effective immediately.

Notwithstanding the foregoing, Customer will not have the right to cancel the TEX-AN NG Customer Services Agreement if Vendor's failure or inability to comply with the terms and conditions of the TEX-AN NG Customer Services Agreement is caused by or arises from, in whole or in part, the refusal or inability, for whatever reason, of Customer to provide the support and assistance that Vendor requires from Customer to perform its obligations under the TEX-AN NG Customer Services Agreement, and which Customer previously agreed to provide to Vendor. If Customer does not provide Vendor with the requisite level or amount of support, for whatever reason, Vendor will seek input and advice from DIR by providing DIR with no less than a two business days notice to enable DIR to intervene, in DIR's sole and absolute discretion, with such Customer after which Vendor will be entitled (but not obligated) to suspend or cancel any further work on the particular Service for which adequate support is not available, and focus its efforts on other Services within scope for the Customer. Notwithstanding anything to the contrary herein, the sole and exclusive remedy for any failure or deficiency in the Service shall be the credits set forth herein. In no event shall credits payable under any Purchase Order in any month exceed the monthly recurring charges under such Purchase Order for such month.

9.3 Except as otherwise provided in the CTSA, or as provided below, DIR or Vendor may terminate the TEX-AN NG Customer Services Agreement for convenience and without cost or penalty upon 90 days' prior written notice. In the event that DIR or Customer terminates a Customer Services Agreement pursuant to this *Section 9.3*, then early termination charges as set forth in the CTSA shall apply.

9.4 Upon written amendment signed by all Parties, Customer and Vendor may continue Vendor's Services under the TEX-AN NG Customer Services Agreement, notwithstanding the expiration or termination of the CTSA only for such period of time as necessary to transition the Customer and Services to a successor service provider.

9.5 Unless otherwise provided in *Appendix A* hereto, pursuant to the provisions of CTSA, the Customer will pay any unrecovered costs associated with Vendor providing Services to it through the CTSA and all applicable early termination fees, if the Customer terminates the TEX-AN NG Customer Services Agreement for convenience.

9.6 DIR may terminate this TEX-AN NG Customer Services Agreement without recourse following the determination by a competent judicial or quasi-judicial authority and Vendor's exhaustion of all legal remedies that Vendor, its employees, agents or Subcontractors have either offered or given any Thing of Value to an officer or employee of Customer or the State in violation of State law.

10. Dispute Resolution.

If a dispute seeking money damages is identified by DIR, Vendor, or Customer, dispute resolution will follow the procedures outlined in *Exhibit B Terms and Conditions*, *Section*

11.10 Dispute Resolution of the CTSA, which references Chapter 2260, Texas Government Code. Any pursuit of equitable relief will not constitute a waiver by DIR or Customer of any immunity from suit or liability. Notwithstanding the foregoing, DIR and Customer are not precluded from initiating a lawsuit for damages against Vendor in a court of competent jurisdiction and may do so without engaging in the process provided by Chapter 2260, Texas Government Code.

11. End of Agreement-Life Transition.

11.1 Agreed Language. This TEX-AN NG Customer Services Agreement, DIR Contract No. DIR–TEX-AN NG–CSA – IC XXX, is in effect from _____ until 12:00:00 p.m., _____, and for such further period as allowed by the TEX-AN NG Customer Services Agreement (the "Effective Expiration Date of the TEX-AN NG Customer Services Agreement"). In order to ensure the smooth transition of Services from Vendor to a successor service provider, the Parties agree to the following assignment language for this TEX-AN NG Customer Services Agreement:

Notwithstanding any other provision of this TEX-AN NG Customer Services Agreement, the following assignment provision applies:

Effective as of one second after the expiration of the CTSA, without the necessity of execution of additional documents, and at no cost to DIR or the Customer, Vendor hereby agrees to the absolute and complete assignment of this TEX-AN NG Customer Services Agreement to DIR or a successor service provider, provided that the following occurs on or by 5:00 p.m. of the Business Day of the final expiration date of the CTSA:

DIR or the successor service provider agrees to assume all TEX-AN NG Customer Services Agreement obligations and liabilities that arise on and after one second after the final expiration of the CTSA, and is responsible to pay to Vendor the applicable transition assignment fees, if any, as set forth in the Transition Assignment Liability Schedule attached to this TEX-AN NG Customer Services Agreement. In all events, Vendor remains responsible for all TEX-AN NG Customer Services Agreement obligations and liabilities that arise prior to the final expiration date of the CTSA.

11.2 No Cost. Vendor is not authorized to charge the Customer, DIR or successor service provider, a fee or cost for the assignment.

Appendix A. Form of Transition Assignment Liability Schedule.

Customer Name: _____

Appendix B: Service Descriptions and Rates.

Customer Name: _____

List of Services and applicable Rates Available Under this TEX-AN NG Customer Service Agreement
1. 2. … x.

Rate Schedule to Customer (includes DIR Cost Recovery Fee)
1. 2. … x.

_____ _____

Customer Initials & Date Vendor Initials & Date

Appendix C: Ordered Services Description.

Customer Name: _____

The Vendor offers a variety of Services to Customers. The specific list of Services that are eligible to be ordered under the TEX-AN NG Customer Services Agreement and that Customer has ordered from Vendor under this Agreement are set forth in this *Appendix C.* The Parties agree to fully cooperate to amend the TEX-AN NG Customer Services Agreement to keep this Exhibit accurate and current in a timely manner.

Service	Description

Appendix D. Specifications and Additional Terms.

Customer Name: _____

Specifications and additional terms that apply to the *Exhibit C Ordered Services Description*.

Specification or Terms	Description

— End of Exhibit H —

TEX-AN NG
Communications Technology Services Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Time Warner Entertainment – Advance/Newhouse Partnership d/b/a Time Warner Cable through its Texas Region (Vendor)

Exhibit I.
HUB Subcontracting Plan

Attach current and completed HUB Form.

— End of Exhibit I —

TIME WARNER CABLE Business Class

Account Executive: Arturo Garcia
Phone: (956) 365-6656 Ext:
Cell Phone: +1 9565350210
Fax: (956) 230-0465
Email: arturo.garcia@twcable.com

Business Class Customer Service Order

Order # 7877114

Customer Information: Customer Code		
Business Name	CITY OF LAREDO-911	**Customer Type:**
Federal Tax ID	**Tax Exempt Status**	**Tax Exempt Certificate #**
*****3166	State	
Billing Address		
Attention To:		**Account Number**
1110 HOUSTON ST LAREDO TX 78040		8260180490040498
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Amanda K. Tienda	(956) 794-1788	atienda@ci.laredo.tx.us
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Amanda K. Tienda	(956) 794-1788	atienda@ci.laredo.tx.us
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**

Internet and Video Order Information For 402 E Main St Rio Grande City TX 78582
Service Type
Ethernet (Fiber)

Internet and Video Order Information For 100 E 6th St Rio Grande City TX 78582
Service Type
Ethernet (Fiber)

TIME WARNER CABLE Business Class

Internet and Video Order Information For 1000 E Hwy 83 Roma tx 78584

Service Type
Ethernet (Fiber)

Internet and Video Order Information For 600 Hidalgo St Zapata tx 78076

Service Type
Ethernet (Fiber)

Internet and Video Order Information For 902 Victoria St Laredo TX 78040

Service Type
Ethernet (Fiber)

Internet and Video Order Information For 912 Matamoros St Laredo TX 78040

Service Type
Ethernet (Fiber)

			Monthly
Bce 2M	1	$495.95	$495.95
Bce 1.5M	3	$475.95	$1,427.85
Regmepl5M	1	$0.00	$0.00
Comml Accnt	1	$0.00	$0.00
Ded Rr Prima	1	$0.00	$0.00
***Total**			**$1,923.80**

TIME WARNER CABLE Business Class

Current Services and Monthly charges At 100 E 6th St , Rio Grande City TX 78582

Description	Quantity	Sales Price	Monthly Recurring Total
1 Statip	1	$4.95	$4.95
BC MODEM	1	$0.00	$0.00
Bce 1.5M	1	$475.95	$475.95
Ptm10Mter	1	$0.00	$0.00
Comml Accnt	1	$0.00	$0.00
HSD - 15 X 2	1	$219.95	$219.95
***Total**			**$700.85**

*Prices do not include taxes and fees.

Current Services and Monthly charges At 1000 E Hwy 83 , Roma tx 78584

Description	Quantity	Sales Price	Monthly Recurring Total
Comml Accnt	1	$0.00	$0.00
***Total**			**$0.00**

*Prices do not include taxes and fees.

Current Services and Monthly charges At 600 Hidalgo St , Zapata tx 78076

			Monthly
Comml Accnt	1	$0.00	$0.00
***Total**			**$0.00**

*Prices do not include taxes and fees.

Current Services and Monthly charges At 902 Victoria St , Laredo TX 78040

Description	Quantity	Sales Price	Monthly Recurring Total
Comml Accnt	1	$0.00	$0.00
***Total**			**$0.00**

*Prices do not include taxes and fees.

Current Services and Monthly charges At 912 Matamoros St , Laredo TX 78040

			Monthly
Comml Accnt	1	$0.00	$0.00
ETHERNET 2M	1	$0.00	$0.00
***Total**			**$0.00**

*Prices do not include taxes and fees.

Current Services and Monthly charges At 402 E Main St , Rio Grande City TX 78582

Description	Quantity	Sales Price	Monthly Recurring Total
Comml Accnt	1	$0.00	$0.00
***Total**			**$0.00**

*Prices do not include taxes and fees.

ETHERNET HUB	1	$0.00	$0.00	60 Months
Ptm20Mter	1	$0.00	$0.00	60 Months
***Total**			**$0.00**	

New and Revised Services and Monthly Charges At 100 E 6th St , Rio Grande City TX 78582

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Evpl Hub I	1	$0.00	$0.00	60 Months
EVPL Inter - 10 Mbps (Fiber)	1	$600.00	$600.00	60 Months
***Total**			**$600.00**	

*Prices do not include taxes and fees.

EVPL Interstate 10 Mbps	1	$600.00	$600.00	60 Months
***Total**			**$600.00**	

New and Revised Services and Monthly Charges At 402 E Main St , Rio Grande City TX 78582

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EVPL Interstate 10 Mbps	1	$600.00	$600.00	60 Months
***Total**			**$600.00**	

*Prices do not include taxes and fees.

EVPL Interstate 10 Mbps	1	$600.00	$600.00	60 Months
***Total**			**$600.00**	

New and Revised Services and Monthly Charges At 902 Victoria St , Laredo TX 78040

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EVPL Interstate 10 Mbps	1	$600.00	$600.00	60 Months
***Total**			**$600.00**	

*Prices do not include taxes and fees.

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New and Revised Services and Monthly Charges At 912 Matamoros St , Laredo TX 78040

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EVPL Interstate 10 Mbps	1	$600.00	$600.00	60 Months
***Total**			**$600.00**	

*Prices do not include taxes and fees.

TIME WARNER CABLE Business Class

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable Enterprises LLC	**Authorized Signature for Customer**
Printed Name and Title	**Printed Name and Title**
Date Signed	**Date Signed**

Time Warner Cable Business Class

Ethernet Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for Ethernet fiber-based service (the "Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business Class Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control. This SLA document applies only to services provided over TWC's own network ("On-Net") and not any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or port level, and any applicable credits are issued only for the affected On-Net circuit or port (the "Affected Service").

I. SLA Targets for On-Net Services:

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	Metro Market – 10ms WAN - 25ms WAN Exceptions – 45ms National – 125ms	<2ms within Metro Market <4ms within WAN	<0.1%

II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a TWC network hub to transmit and receive network traffic between Customer's A and Z Locations. The Service Disruption period begins when Customer reports a Service Disruption using TWC's trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when TWC is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

TWC will classify Service problems as follows:

Priority	Criteria
Priority 1	a. Service Disruption resulting in a total loss of Service; or b. Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	a. A service problem that does not impact the Service; or b. A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

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IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes TWC to restore an On-Net Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

$$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$$

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The roundtrip delay is expressed in milliseconds (ms). TWC measures frame delay using a standard 64 byte ping between the closest TWC network hubs to corresponding Customer A and Z locations in a roundtrip fashion.

Latency / Frame Delay is calculated as follows:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

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Latency / Frame Delay Targets for Services in defined Metro Area Markets, WAN, WAN Exceptions and National are as follows:

Metro Area Market – 10ms Latency		**WAN** – 25ms Latency	**WAN Exceptions** – 45ms Latency	**National** – 125ms Latency
Round trip where both sites A and Z are *within* the same Metro Area Market		Round trip *between* any 2 Metro Area Markets within the same WAN	Round trip *between* any Metro Area Market and WAN Exception within the same WAN, except that where both sites A and Z are within the same WAN Exception, the Latency target is 10ms.	Round trip *between* any two WANs
• Austin, TX • Beaumont, TX • Corpus Christi, TX	• Laredo, TX • San Antonio, TX • Dallas, TX	Texas WAN	• El Paso, TX • Rio Grande Valley, TX • Del Rio, TX • Eagle Pass, TX • Wichita Falls, TX • Kansas City, KS, • Kansas City, MO • Lincoln, NE	
• North Los Angeles, CA • South Los Angeles, CA	• Desert Cities, CA • Palm Springs, CA • Yuma, AZ • San Diego, CA	PacWest WAN	• Coeur d'Alene, ID • Gunnison, CO • Telluride, CO • Pullman, WA • Libby, MT	
• Island of Hawaii • Island of Oahu • Island of Kauai	• Island of Kahului • Island of Molokai	Hawaii WAN	• N/A	
• Columbus, OH • Cincinnati, OH • Dayton, OH • Akron, OH • Cleveland, OH • Lima, OH	• Louisville, KY • Lexington, KY • Green Bay, WI • Appleton, WI • Milwaukee, WI	Mid-West WAN	• Bolivar, TN • Charleston, WV • Clarksburg, WV • Richmond, KY • Terre Haute, IN	
• New York City (including all surrounding boroughs and metro areas in New Jersey and Pennsylvania)	• Albany, NY • Buffalo, NY • Rochester, NY • Syracuse, NY • Hudson Valley, NY	Northeast/ NYC WAN	• Portland, ME	

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Metro Area Market – 10ms Latency		**WAN** – 25ms Latency	**WAN Exceptions** – 45ms Latency	**National** – 125ms Latency
Round trip where both sites A and Z are *within* the same Metro Area Market		Round trip *between* any 2 Metro Area Markets within the same WAN	Round trip *between* any Metro Area Market and WAN Exception within the same WAN, except that where both sites A and Z are within the same WAN Exception, the Latency target is 10ms.	Round trip *between* any two WANs
• Greensboro, NC • Raleigh, NC • Charlotte, NC • Fayetteville, NC • Asheville, NC • Wilmington, SC	• Florence, SC • Columbia, SC • Myrtle Beach, SC • Hilton Head, SC • Charleston, SC • Greenville, SC	Carolinas WAN	• Atlanta, GA • Augusta, GA • Birmingham, AL • Dothan, AL • Huntsville, AL • Chattanooga, TN • Knoxville, TN • Nashville, TN	

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (TWC network hub to TWC network hub).

Packet Loss / Frame Loss Ratio is calculated as follows:

Packet Loss / Frame Loss (%) = 100 (%) – Frames Received (%)

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VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point (TWC network hub to TWC network hub). TWC measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

VIII. Network Maintenance

Maintenance Notice:
Customer understands that from time to time, TWC will perform network maintenance for network improvements and preventive maintenance. In some cases, TWC will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:
Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

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IX. Remedies

Service Credits:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charges for only the Affected Service as set forth in the table below. Any credits will be applied as an off-set against any amounts due from Customer to TWC. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption or Service Degradation by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by TWCBC engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and TWC's sole and exclusive liability, with respect to TWC's failure to meet any SLA Targets. All SLA Targets are monthly measurements and Customer may request only one credit per SLA Target per month up to a maximum of 40% of the monthly Service Charges for the Affected Service. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to TWC; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to TWC within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid TWC all amounts due at the time of such termination for all Services provided by TWC pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of TWC for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after TWC's receipt of such written notice of termination.

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City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Raymond E. Garner, Chief of Police

SUBJECT

Authorizing the City Manager to execute an amendment to the contract with LexisNexis, to provide an online police report distribution system. This system allows police reports to be secured via the internet. The fee for service will be obtained through the fees collected during the distribution process and paid by the end users or purchasers of reports. The Police Department would receive $5.00 for each police report secured from the online system. The term of this agreement is for thirty-six (36) months and thereafter, the Agreement shall automatically renew for subsequent twelve (12) month periods subject to funding availability unless earlier terminated by either party. All revenues generated from this service contract will be deposited to the General Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Motion authorized by Council 05/19/2014

BACKGROUND

In 2006 the City received a sole proposal for providing an online report distribution system. PoliceReports.US, L.L.C., supplied the Laredo Police Department with their online report distribution system with no upfront cost to the City. This company also provided all software and hardware necessary for the implementation of this system. The fee for service is obtained through the fees collected during the distribution process and paid by the end users or purchasers of reports.

Police Reports US, L.L.C. was recently acquired by LexisNexis, therefore a new contract needs to be executed. The term of this agreement is for (36) months. Thereafter, the Agreement shall automatically renew for subsequent twelve (12) month periods, provided however, either Party may elect to terminate this agreement by providing written notice to the other of such intent, at least sixty (60) days prior to the end of the Initial Term or the applicable Renewal Term. For all request by an authorized requestor, Provider will collect a fee in the amount of $5.00 on behalf of the Police Department, the convenience fee shall be established by Provider at its discretion, but in no event shall exceed the amount a provider may legally charge an Authorized Requestor.

Concerning restrictions on the number of accident reports that commercial users can

buy online, LexisNexis sales and technical team restricts commercial purchases on the online portal to 100 purchases in a year. All purchases follow provisions outlined by Texas House Bill 2633.

This contract includes Order No. 1 and Order No. 2, which are attachments to the original contract to cover the purchase of the Overtime Management Software and thus allow the yearly maintenance fee be deducted from the revenues of accident reports sold online.

The search page contains the search criteria determined to be appropriate by the Police Department. Citizens are able to search for, view and print reports from their home or office.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	
Source of Funds:	
Account #:	101
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

All revenues generated from this service contract will be deposited in the following revenue account: 101-0000-332-1010.

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Robert Eads, Assistant City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, Jack Dunn, Fleet General Manager, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew the existing supply contract FY13-007 for the purchase of Ford Original Equipment Manufacturer (OEM) automotive parts for the City's Fleet vehicles to the following vendors:

1. Gillie Hyde Ford Lincoln, Glasgow, Kentucky, in an amount up to $10,000.00; and

2. Sames Motor Company, Laredo, Texas in an amount up to $90,000.00.

All parts will be secured on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year period each upon mutual agreement of the parties. There will be no price increase during this 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

Approved a one year contract on 1/19/16.

BACKGROUND

Staff is recommending that these purchase contracts be extended for one additional twelve month period for the purchase of Ford original equipment manufacturer (OEM) automotive parts most commonly used in repairing the City's general vehicle fleet. 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 last extension period for this contract.

Current Contract Pricing:

	Gillie Hyde Ford Lincoln		Sames Motor Co.
Discount Offered	40%		Dealer Cost Plus 5%
Product I.D. (Mfr.)	Ford		Ford

Type Price Schedule (dealer jobber, etc..)	Dealer		Jobber
Price Schedule column on which discount is based (i.e. distributor, net wholesale)	List/MSRP		Net

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year: 2016

Bugeted Y/N?: Yes

Source of Funds:

Account #: 59328105332071

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contracts FY13-007

City of Laredo
Purchasing Division

Renewal Notice

September 1, 2016

Mr. Mike Hyde
Gillie Hyde Ford Lincoln
610 Happy Valley Road
Glasgow, Kentucky 42141

Re: FY13-007 Ford Captive Parts
Contract Renewal Extension IV

Dear Mr. Hyde,

A contract for the purchase of Ford OEM parts for the city's Fleet Department was awarded to your company on 1/19/16. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the last extension period for this contract.

Current Contract Pricing

Discount Offered	40%
Product I.D. (Mfr.)	Ford
Price Schedule Number	FPS-3642
Date of Price Schedule	Nov. 1, 2012
Price schedule column on which discount is based.	List/MSRP

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

Xc: Purchasing File

Gillie Hyde Ford Lincoln

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: Bradley Atwell

Print Name: Bradley Atwell

Date: 9-2-16

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1730 Fax 790-1805

City of Laredo
Purchasing Division

Renewal Notice

September 1, 2016

Mr. Javier Gonzalez
Sames Motor Company
6001 San Dario Avenue
Laredo, Texas 78041

Re: FY13-007 Ford Captive Parts
Contract Renewal Extension IV

Dear Mr. Gonzalez,

A contract for the purchase of Ford OEM parts for the city's Fleet Department was awarded to your company on 1/19/16. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the last extension period for this contract.

Current Contract Pricing

Discount Offered	Dealer Cost +5%
Product I.D. (Mfr.)	Ford
Price Schedule Number	FPS-3642
Date of Price Schedule	Oct. 1, 2012
Price schedule column on which discount is based	Net

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

Xc: Purchasing File

Sames Motor Company

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Javier Gonzalez

Date: 9/1/16

City of Laredo
Purchasing Division

Renewal Notice

September 1, 2016

Mr. Mike Hyde
Gillie Hyde Ford Lincoln
610 Happy Valley Road
Glasgow, Kentucky 42141

Re: FY13-007 Ford Captive Parts
Contract Renewal Extension IV

Dear Mr. Hyde,

A contract for the purchase of Ford OEM parts for the city's Fleet Department was awarded to your company on 1/19/16. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the last extension period for this contract.

Current Contract Pricing

Discount Offered	40%
Product I.D. (Mfr.)	Ford
Price Schedule Number	FPS-3642
Date of Price Schedule	Nov. 1, 2012
Price schedule column on which discount is based.	List/MSRP

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

Xc: Purchasing File

Gillie Hyde Ford Lincoln

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)794-1730 Fax 790-1805

City of Laredo
Purchasing Division

Renewal Notice

September 1, 2016

Mr. Javier Gonzalez
Sames Motor Company
6001 San Dario Avenue
Laredo, Texas 78041

Re: FY13-007 Ford Captive Parts
Contract Renewal Extension IV

Dear Mr. Gonzalez,

A contract for the purchase of Ford OEM parts for the city's Fleet Department was awarded to your company on 1/19/16. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the last extension period for this contract.

Current Contract Pricing

Discount Offered	Dealer Cost +5%
Product I.D. (Mfr.)	Ford
Price Schedule Number	FPS-3642
Date of Price Schedule	Oct. 1, 2012
Price schedule column on which discount is based.	Net

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

Xc: Purchasing File

Sames Motor Company

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

City of Laredo
Purchasing Division

LETTER OF AWARD

January 20, 2016

Mr. Mike Hyde
Gillie Hyde Ford Lincoln
610 Happy Valley Road
Glasgow, Kentucky 42141

Re: Ford Captive Parts: FY13-007
Contract Renewal Extension III
Approved by City Council on January 19, 2016

Dear Mr. Hyde,

This is to inform you that the contract renewal for FY13-007 was approved by City Council on January 19, 2016. The term of this contract shall be for a period of one year. This is the third of four extension periods for this contract.

Contract pricing:

Discount Offered	40%
Product I.D. (Mfr.)	Ford
Price Schedule Number	FPS-3642
Date of Price Schedule	Nov. 1, 2012
Price schedule column on which discount is based.	List/MSRP

All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

January 20, 2016

Mr. Javier Gonzalez
Sames Motor Company
6001 San Dario Avenue
Laredo, Texas 78041

Re: Ford Captive Parts: FY13-007
Contract Renewal Extension III
Approved by City Council on January 19, 2016

Dear Mr. Gonzalez,

This is to inform you that the contract renewal for FY13-007 was approved by City Council on January 19, 2016. The term of this contract shall be for a period of one year. This is the third of four extension periods for this contract.

Contract pricing:

Discount Offered	Dealer Cost +5%
Product I.D. (Mfr.)	Ford
Price Schedule Number	FPS-3642
Date of Price Schedule	Oct. 1, 2012
Price schedule column on which discount is based.	Net

All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 01/19/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, Jack Dunn, Fleet General Manager, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew the existing supply contract FY13-007 for the purchase of Ford Original Equipment Manufacturer (OEM) automotive parts for the City's Fleet vehicles to the following vendors:

1. Gillie Hyde Ford Lincoln, Glasgow, Kentucky, in an amount up to $10,000.00; and

2. Sames Motor Company, Laredo, Texas in an amount up to $90,000.00.

All parts will be secured on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year period each upon mutual agreement of the parties. This is the third of four extension periods. There will be no price increase during this extension period. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 1/20/15.

BACKGROUND

Staff is recommending that these purchase contracts be extended for one additional twelve month period for the purchase of Ford original equipment manufacturer (OEM) automotive parts most commonly used in repairing the City's general vehicle fleet. There will be no price increase during this extension period.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one more, 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.

Current Contract Pricing:

	Gillie Hyde Ford Lincoln		Sames Motor Co.
Discount Offered	40%		Dealer Cost Plus 5%
Product I.D. (Mfr.)	Ford		Ford
Type Price Schedule (dealer jobber, etc..)	Dealer		Jobber
Price Schedule column on which discount is based (i.e. distributor, net wholesale)	List/MSRP		Net

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year: 2016

Bugeted Y/N?: Yes

Source of Funds:

Account #: 59328105332071

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract FY13-007

City of Laredo, Purchasing Division

Renewal Notice

December 7, 2015

Mr. Javier Gonzalez
Samos Motor Company
6001 San Dario Avenue
Laredo, Texas 78041

Re: FY13-007 Ford Captive Parts
Contract Renewal Extension III

Dear Mr. Gonzalez,

A contract for the purchase of Ford OEM parts for the city's Fleet Department was awarded to your company on 1/20/15. 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 four extension periods.

Current Contract Pricing

Discount Offered	Dealer Cost +5%
Product I.D. (Mfr.)	Ford
Price Schedule Number	FPS-3642
Date of Price Schedule	Oct. 1, 2012
Price schedule column on which discount is based.	Net

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

Xc: Purchasing File

Samos Motor Company
Request a contract extension: ✓ Not request a contract extension: _____
Authorized Signature: [signature]
Print Name: Javier Gonzalez
Date: 12/8/15

City of Laredo
Purchasing Division

Renewal Notice

December 7, 2015

Mr. Mike Hyde
Gillie Hyde Ford Lincoln
610 Happy Valley Road
Glasgow, Kentucky 42141

Re: FY13-007 Ford Captive Parts
Contract Renewal Extension III

Dear Mr. Hyde,

A contract for the purchase of Ford OEM parts for the city's Fleet Department was awarded to your company on 1/20/15. 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 four extension periods.

Current Contract Pricing

Discount Offered	40%
Product I.D. (Mfr.)	Ford
Price Schedule Number	FPS-3642
Date of Price Schedule	Nov. 1, 2012
Price schedule column on which discount is based.	List/MSRP

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

Xc: Purchasing File

Gillie Hyde Ford Lincoln

Request a contract extension: ✓ Not request contract extension: ____

Authorized Signature: Mike Hyde

Print Name: Mike Hyde

Date: 12-8-15

City Council-Regular
Meeting Date: 01/20/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, Jack Dunn, Fleet General Manager, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew the existing supply contract FY13-007 for the purchase of Ford Original Equipment Manufacturer (OEM) automotive parts for the City's Fleet vehicles to the following vendors:

1. Gillie Hyde Ford Lincoln, Glasgow, Kentucky, in an amount up to $10,000.00; and

2. Sames Motor Company, Laredo, Texas in an amount up to $90,000.00.

All parts 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 will be no price increase during this extension period. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 1/21/14.

BACKGROUND

Staff is recommending that these purchase contracts be extended for one additional twelve month period for the purchase of Ford original equipment manufacturer (OEM) automotive parts most commonly used in repairing the City's general vehicle fleet. 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 two more, 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.

Bid Summary:

	Gillie Hyde Ford Lincoln		Sames Motor Co.
Discount Offered	40%		Dealer Cost Plus 5%
Product I.D. (Mfr.)	Ford		Ford
Type Price Schedule (dealer jobber, etc..)	Dealer		Jobber
Price Schedule column on which discount is based (i.e. distributor, net wholesale)	List/MSRP		Net

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year: 2015

Bugeted Y/N?: Yes

Source of Funds:

Account #: 59328105332071

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract FY13-007

Motions

City Council-Regular
Meeting Date: 01/21/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Rogelio Rivera, P.E., Engineering Department Director Jack Dunn, Fleet General Manager, Rosario Cabello, Finance Director

SUBJECT

Consideration to renew existing contract FY13-007 for the purchase of Ford original equipment manufacturer (OEM) automotive parts for the City's fleet vehicles to the following vendors:

a) Sames Motor Company, Laredo, TX in an estimated amount up to $90,000; and
b) Gillie Hyde Ford Lincoln, Glasgow, KY, in an amount up to $ 10,000.00.

All parts will be secured on an as need basis. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

This contract is for the purchase of Ford Manufacturer original equipment manufacturer (OEM) automotive parts most commonly used in repairing the City's general vehicle fleet. All items are purchased on an as need basis.

PREVIOUS COUNCIL ACTION

Awarded a twelve month supply contract on 1/22/13.

BACKGROUND

It is recommended that these purchase contracts be extended for one additional twelve month period for the purchase of Ford original equipment manufacturer (OEM) automotive parts most commonly used in repairing the City's general vehicle fleet.

Current Contract Pricing:

	Gillie Hyde Ford Lincoln	Sames Motor Co.
Discount Offered	40%	Dealer Cost Plus 5%
Product I.D. (Mfr.)	Ford	Ford
Type Price Schedule (dealer jobber, etc..)	Dealer	Jobber

Price Schedule column on which discount is based (i.e. distributor, net wholesale)	List/MSRP		Net	

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #: 593-2810-533-2071

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

Signed Vendor Doc

#3

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

FORD CAPTIVE PARTS SUPPLY CONTRACT
FLEET DEPARTMENT

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 supply contract for the purchase of Ford automotive captive parts used by 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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on December 4, 2012; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on December 5, 2012.

Bids are to be submitted in a sealed envelope clearly marked:

Bid: **Ford Captive Parts – Fleet Department**
FY13-007

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of Ford automotive captive parts used by 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on Tuesday, December 4, 2012** and all bids received will be **opened** and read publicly on **Wednesday, December 5, 2012 at 4:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: **Ford Captive Parts – Fleet Department**
FY13-007

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 8th DAY OF NOVEMBER 2012.

Gustavo Guevara Jr.
City Secretary

Bidder Information:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document".

Firm Name: Gillie Hyde Ford Lincoln Inc

Signature of person authorized to sign bid: Mike Hyde Date 11-21-12

Print Name of person authorized to sign bid: Mike Hyde

Title: President

Business Address: 610 Happy Valley Road

City, State, Zip Code: Glasgow KY 42141

Telephone Number: 270-651-2125 Fax Number: 270-651-5950

Contact Person Email Address: bradley@gillie hyde.com

Federal Tax ID Number: 610700786

Bidders Principal/Corporate Place of Business Address: 610 Happy Valley Road Glasgow KY 42141

Indicated Status of Business:

Corporation ✓ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 59 years

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No)
Small Disadvantaged Business Enterprise (SDBC) Yes (No)
This company is not a certified minority business: ☐
Disadvantaged Business Enterprise (DBE): Yes No
Other: Please specify _____

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

City of Laredo

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. **The Board of Commissioners of the Laredo Housing Authority**
9. **The Executive Director of the Laredo Housing Authority**

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.

4

Signature of person doing business with the governmental entity

Date

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.

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 to assure compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ***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 whose price and other factors have been considered in accordance to the provisions of the State of Texas – Procurement Statues.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless other wise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply to the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 INSURANCE REQUIREMENTS

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.

(a) Commercial General Liability in the name of the contractor in minimum amount of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage which coverage shall include products/completed operation ($1,000,000 products completed/operations aggregate) written on an occurrence form. Contractual liability must be maintained covering the Contractors obligation contained in the contract.

(b) Workers' Compensation Insurance, at statutory requirements limits, including Employers' Liability coverage in a minimum limits of $1,000,000 each occurrence each accident and $1,000,000 disease each-occurrence and $1,000,000 each disease aggregate.

(c) Commercial Auto Liability insurance at minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

(d) The City of Laredo shall be named as an additional insured with respect to General and Auto Liability. A waiver of subrogation in favor of the City of Laredo shall be contained in the workers' compensation and all liability policies. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Laredo of any material change in the insurance coverage. All insurance policies shall be endorsed to the effect that the City of Laredo will receive at least sixty-(60) days notice prior to cancellation or non-renewal of insurance. All insurance policies, which name the City of Laredo as an additional insured must be endorsed to read as primary coverage regardless of the application of other insurance. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. All liability policies shall contain no cross liability exclusion or insured versus insured restrictions.

12.0 CONSTRUCTION CONTRACTS: PAYMENT / PERFORMANCE BONDS Not applicable for this contract

13.0 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.

14.0 NON-COLLUSIVE AFFIDAVIT

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

15.0 EL METRO TRANSIT SYSTEM AND LAREDO MUNICIPAL HOUSING CORPORATION

City contract pricing will also apply for all purchases made on behalf of Laredo Metro Inc. (El Metro) and Laredo Municipal Housing Corporation.

Formal Invitation for Bids
Ford Captive Parts-Fleet Department

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 supply contract for the purchase of Ford automotive captive parts used by 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

16.0 Scope

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached are being requested for the awarding of a twelve month supply contract. The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of automotive OEM parts for passenger cars and light trucks.

Fleet Department point of contacts: Jack Dunn (956) 727-6455 or email jdunn@ci.laredo.tx.us
Ruben Amesquita (956) 727-6450 or email ramesquita@ci.laredo.tx.us

17.0 Contract Provisions

17.1 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.

17.1.1 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.

17.2 Bids will be awarded to the lowest responsible bidder meeting the city's requirements.

17.3 This contract shall be for a period of twelve months with an option to renew for four (4) additional twelve month periods upon mutual agreement by both parties.

17.4 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.

17.5 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.

17.6 Bids not submitted on these forms will not be considered.

17.7 Vendors must be ***factory authorized dealers capable of providing OEM replacement parts*** for the City's passenger and light duty truck fleet. All parts used in the complying with this contract must be equal to or better than original equipment.

17.8 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.

17.9 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.

17.10 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.

17.11 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).

17.12 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.

17.13 Bids for parts exceeding the suggested OEM retail price will be rejected.

17.14 Bidders are required to maintain a stock level of parts which, within 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.

18.0 Unit Price

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. The City will not take action to intentionally delay legitimate manufacturer unit price increases.

18.1 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 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 made part of these specifications. This contract will be awarded to the lowest responsible bidder whose bid 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.

19.1 All quantities listed are ***estimates only*** for bidding purposes only and not to be interpreted as a guarantee to purchase. The City of Laredo will determine the dollar amount of this contract and shall be contingent upon approval from City Council.

20.0 Bid Price Schedule

Percent of discount offered	40 %
Product identification (Mfr.)	Ford
Type price schedule (dealer, jobber, etc.)	Dealer
Price Schedule Number	FPS-3642
Date of price schedule	Nov 1, 2012
Price schedule column on which discount is based (i.e. distributor, net, wholesale	List / MSRP

Except Powertrain Units. Dealer Cost + $100.00

20.1 Please provide the prices as per discount percentage specified above.

	Item	Part Numbers for Ford Parts Only	Part Description	Unit Price	
Replaced #	1	3U2Z18124BP 7W7Z18124M	Strut	$ 108.58	
Replaced #	2	7W7Z18125C 8W7Z18125B	Shock Absorber	$ 47.03	
Replaced #	3	3W1Z4234KA 3W1Z4234A	Axle	$ 192.03	
	4	3W1Z8C607BD	Fan Motor	$ 346.87	
Replaced #	5	3W1Z10346CA 6W1Z10346AARM	Alternator	$ 160.99	Core 75.00
	6	F85Z3A674ABRM	P/S Pump	$ 77.81	Core 40.00
Replaced #	7	3W7Z1007DA 3W7Z1007F	16" Wheel	$ 94.82	
	8	3W7Z1130 EA	Hub Cap	$ 7[illegible]89	
	9	3W1Z8005AH	Radiator	$ 202.57	
Replaced #	10	YW7Z13008AB 4W7Z13008A	Headlamp	$ 61.58	
	11	6W7Z10346AA	Alternator	$ 325.67	Core 75.00
Replaced #	12	6W1Z9H307B 6W1Z9H307D	Fuel Pump	$ 240.00	
	13	3W7Z12029AA	Coil Pack	$ 45.45	
	14	3W7Z9424AE	Manifold Assembly	$ 367.05	
	15	1W7Z1130AA	Hub Cap	$ 37.21	
Replaced #	16	F8AZ10346ABRM F8AZ10V346ACRM	Alternator	$ 146.83	Core 75.00
			Grand Total	$ 2,471.38	

21.0 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 December 4, 2012; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on December 5, 2012.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: **Ford Captive Parts– Fleet Department**
FY13-007

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet (Page 3)**
2. **Conflict of Interest Disclosure (Page 5)**
3. **Bid Sheet (Page 12)**
4. **Please submit one original signature bid document and two copies**

#1

CITY OF LAREDO
PURCHASING DIVISION

Bidder Information:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document".

Firm Name: SAMES MOTOR CO

Signature of person authorized to sign bid: [signature] Date 11/8/12

Print Name of person authorized to sign bid: JAVIER GONZALEZ

Title: PARTS MANAGER

Business Address: 6001 SAN DARIO AVE

City, State, Zip Code: LAREDO, TEXAS 78041

Telephone Number: 956-721-4700 Fax Number: 956-721-4736

Contact Person Email Address: javierg@sames.net

Federal Tax ID Number: 1-74-149378-9

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: 101 yrs

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No)
Small Disadvantaged Business Enterprise (SDBC) Yes (No)
This company is not a certified minority business: ☑
Disadvantaged Business Enterprise (DBE): Yes (No)
Other: Please specify _____

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

20.0 Bid Price Schedule

Percent of discount offered	DEALER COST +5 %
Product identification (Mfr.)	FORD
Type price schedule (dealer, jobber, etc.)	JOBBER
Price Schedule Number	FPS-3642
Date of price schedule	OCTOBER 1, 2012
Price schedule column on which discount is based (i.e. distributor, net, wholesale	NET

20.1 Please provide the prices as per discount percentage specified above.

Item	Part Numbers for Ford Parts Only	Part Description	Unit Price
1	3U2Z18124BP	Strut	$ 127.62
2	7W7Z18125C	Shock Absorber	$ 49.38
3	3W1Z4234KA	Axle	$ 201.63
4	3W1Z8C607BD	Fan Motor	$ 333.86
5	3W1Z10346CA	Alternator	$ 172.37
6	F85Z3A674ABRM	P/S Pump	$ 81.76
7	3W7Z1007DA	16" Wheel	$ 99.56
8	3W7Z1130 EA	Hub Cap	$ 80.73
9	3W1Z8005AH	Radiator	$ 230.42
10	YW7Z13008AB	Headlamp	$ 86.22
11	6W7Z10346AA	Alternator	$ 341.95
12	6W1Z9H307B	Fuel Pump	$ 252.80
13	3W7Z12029AA	Coil Pack	$ 43.74
14	3W7Z9424AE	Manifold Assembly	$ 322.40
15	1W7Z1130AA	Hub Cap	$ 52.09
16	F8AZ10346ABRM	Alternator	$ 154.19
		Grand Total	$ 2629.90

#2

CITY OF LAREDO
PURCHASING DIVISION

Bidder Information:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document".

Firm Name: VARSITY FORD

Signature of person authorized to sign bid: [signature] Date: 11-15-12

Print Name of person authorized to sign bid: MICHAEL R. PERRY

Title: OUTSIDE PARTS SALES

Business Address: 3480 JACKSON ROAD

City, State, Zip Code: ANN ARBOR, MI 48104

Telephone Number: 734-996-2300 x 2473 Fax Number: 734-996-5917

Contact Person Email Address: MIKEP@VARSITYFORD.COM

Federal Tax ID Number: 38-2541590

Bidders Principal/Corporate Place of Business Address: SAME AS ABOVE

Indicated Status of Business:

Corporation ✓ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 20+ YEARS

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No)
Small Disadvantaged Business Enterprise (SDBC) Yes (No)
This company is not a certified minority business: ☐
Disadvantaged Business Enterprise (DBE): Yes No
Other: Please specify _____

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

20.0 Bid Price Schedule

Percent of discount offered	COST + 13% %
Product identification (Mfr.)	FORD / MOTORCRAFT
Type price schedule (dealer, jobber, etc.)	DEALER
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	DEALER COST

20.1 Please provide the prices as per discount percentage specified above.

Item	Part Numbers for Ford Parts Only	Part Description	Unit Price
1	3U2Z18124BP	Strut	$ 170.94 *
2	7W7Z18125C → 8W7Z-18125-B	Shock Absorber	$ 53.14
3	3W1Z4234KA → 3W1Z-4234-A	Axle	$ 216.99
4	3W1Z8C607BD	Fan Motor	$ 359.24
5	3W1Z10346CA → 6W1Z-10346-AA	Alternator	$ 181.92
6	F85Z3A674ABRM	P/S Pump	$ 81.99
7	3W7Z1007DA F	16" Wheel	$ 107.15
8	3W7Z1130 EA	Hub Cap	$ 86.69
9	3W1Z8005AH	Radiator	$ 247.98
10	YW7Z13008AB → 4W7Z-13008-A	Headlamp	$ 92.78
11	6W7Z10346AA	Alternator	$ 368.01
12	6W1Z9H307B → 6W1Z-9H301-D	Fuel Pump	$ 271.20
13	3W7Z12029AA	Coil Pack	$ 47.08
14	3W7Z9424AE	Manifold Assembly	$ 346.97
15	1W7Z1130AA	Hub Cap	$ 56.06
16	F8AZ10346ABRM →	Alternator	$ 165.92
	F8AZ-10V346-ACRM	Grand Total	$ 2860.31

* ITEM #1 NOW HAS 4 PART NUMBERS TO MAKE THIS PART
7W7Z-18124-M
6W1Z-18198-AA
6W1Z-3C177-AA
W708329-9900

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

FORD CAPTIVE PARTS SUPPLY CONTRACT
FLEET DEPARTMENT

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 supply contract for the purchase of Ford automotive captive parts used by 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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on December 4, 2012; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on December 5, 2012.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: **Ford Captive Parts – Fleet Department**
FY13-007

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of Ford automotive captive parts used by 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on Tuesday, December 4, 2012** and all bids received will be **opened** and read publicly on **Wednesday, December 5, 2012 at 4:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: **Ford Captive Parts – Fleet Department**
FY13-007

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 8th DAY OF NOVEMBER 2012.

Gustavo Guevara Jr.
City Secretary

Bidder Information:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document".

Firm Name: _____

Signature of person authorized to sign bid _____ Date _____

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: _____

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

City of Laredo

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. **The Board of Commissioners of the Laredo Housing Authority**
9. **The Executive Director of the Laredo Housing Authority**

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.

4

Signature of person doing business with the governmental entity

Date

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.

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 to assure compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ***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 whose price and other factors have been considered in accordance to the provisions of the State of Texas – Procurement Statues.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless other wise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply to the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 INSURANCE REQUIREMENTS

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.

(a) Commercial General Liability in the name of the contractor in minimum amount of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage which coverage shall include products/completed operation ($1,000,000 products completed/operations aggregate) written on an occurrence form. Contractual liability must be maintained covering the Contractors obligation contained in the contract.

(b) Workers' Compensation Insurance, at statutory requirements limits, including Employers' Liability coverage in a minimum limits of $1,000,000 each occurrence each accident and $1,000,000 disease each-occurrence and $1,000,000 each disease aggregate.

(c) Commercial Auto Liability insurance at minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

(d) The City of Laredo shall be named as an additional insured with respect to General and Auto Liability. A waiver of subrogation in favor of the City of Laredo shall be contained in the workers' compensation and all liability policies. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Laredo of any material change in the insurance coverage. All insurance policies shall be endorsed to the effect that the City of Laredo will receive at least sixty-(60) days notice prior to cancellation or non-renewal of insurance. All insurance policies, which name the City of Laredo as an additional insured must be endorsed to read as primary coverage regardless of the application of other insurance. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. All liability policies shall contain no cross liability exclusion or insured versus insured restrictions.

12.0 CONSTRUCTION CONTRACTS: PAYMENT / PERFORMANCE BONDS Not applicable for this contract

13.0 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.

14.0 NON-COLLUSIVE AFFIDAVIT

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

15.0 EL METRO TRANSIT SYSTEM AND LAREDO MUNICIPAL HOUSING CORPORATION

City contract pricing will also apply for all purchases made on behalf of Laredo Metro Inc. (El Metro) and Laredo Municipal Housing Corporation.

Formal Invitation for Bids
Ford Captive Parts-Fleet Department

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 supply contract for the purchase of Ford automotive captive parts used by 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

16.0 Scope

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached are being requested for the awarding of a twelve month supply contract. The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of automotive OEM parts for passenger cars and light trucks.

Fleet Department point of contacts: Jack Dunn (956) 727-6455 or email jdunn@ci.laredo.tx.us
Ruben Amesquita (956) 727-6450 or email ramesquita@ci.laredo.tx.us

17.0 Contract Provisions

17.1 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.

17.1.1 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.

17.2 Bids will be awarded to the lowest responsible bidder meeting the city's requirements.

17.3 This contract shall be for a period of twelve months with an option to renew for four (4) additional twelve month periods upon mutual agreement by both parties.

17.4 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.

17.5 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.

17.6 Bids not submitted on these forms will not be considered.

17.7 Vendors must be ***factory authorized dealers capable of providing OEM replacement parts*** for the City's passenger and light duty truck fleet. All parts used in the complying with this contract must be equal to or better than original equipment.

17.8 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.

17.9 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.

17.10 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.

17.11 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).

17.12 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.

17.13 Bids for parts exceeding the suggested OEM retail price will be rejected.

17.14 Bidders are required to maintain a stock level of parts which, within 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.

18.0 Unit Price

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. The City will not take action to intentionally delay legitimate manufacturer unit price increases.

18.1 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 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 made part of these specifications. This contract will be awarded to the lowest responsible bidder whose bid 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.

19.1 All quantities listed are ***estimates only*** for bidding purposes only and not to be interpreted as a guarantee to purchase. The City of Laredo will determine the dollar amount of this contract and shall be contingent upon approval from City Council.

20.0 Bid Price Schedule

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	

20.1 Please provide the prices as per discount percentage specified above.

Item	Part Numbers for Ford Parts Only	Part Description	Unit Price
1	3U2Z18124BP	Strut	$
2	7W7Z18125C	Shock Absorber	$
3	3W1Z4234KA	Axle	$
4	3W1Z8C607BD	Fan Motor	$
5	3W1Z10346CA	Alternator	$
6	F85Z3A674ABRM	P/S Pump	$
7	3W7Z1007DA	16" Wheel	$
8	3W7Z1130 EA	Hub Cap	$
9	3W1Z8005AH	Radiator	$
10	YW7Z13008AB	Headlamp	$
11	6W7Z10346AA	Alternator	$
12	6W1Z9H307B	Fuel Pump	$
13	3W7Z12029AA	Coil Pack	$
14	3W7Z9424AE	Manifold Assembly	$
15	1W7Z1130AA	Hub Cap	$
16	F8AZ10346ABRM	Alternator	$
		Grand Total	$

21.0 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 December 4, 2012; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on December 5, 2012.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: **Ford Captive Parts– Fleet Department**
FY13-007

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet (Page 3)**
2. **Conflict of Interest Disclosure (Page 5)**
3. **Bid Sheet (Page 12)**
4. **Please submit one original signature bid document and two copies**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Robert Eads, Assistant City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, Jack Dunn, Fleet General Manager, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to renew contract number FY14-062 to the sole bidder, Lozano Body Shop, Laredo, Texas to provide automotive and truck body shop repair services for the Fleet Department. The contract amount is for approximately $225,000.00 annually and is for a three (3) year term and is subject to future appropriations. This is the first of two extension periods upon mutual agreement of the City and the vendor. There will be no price increase during this extension period. All repair services will be secured on an as needed basis. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a three year contract on 6/2/14.

BACKGROUND

This contract provides automotive and truck body shop repair services for the Fleet Department. Bid pricing is based on an hourly labor rate and a parts percentage price markup rate. Due to an increase in usage, this contract will fund out before the end of the contract term thus requiring an early renewal. There will be no price increase during this extension period. All services will be secured on an as needed basis.

The term of this contract shall be for a period of three (3) years beginning as of the date of its execution. The contract may be extended for one (1), additional three (3) year period each upon mutual agreement of the City and the vendor. Should the vendor desire to extend the contract for the additional three (3) 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.

<u>Current Pricing</u>

Lozano Body Shop

Section I Car Repair Services	Hourly Rate	Section II Light Duty Truck Repair Services	Hourly Rate
Hourly Flat Labor Rate	$ 25.00	Hourly Flat Labor Rate	$ 25.00
Parts Percentage (%) Markup	15%	Parts Percentage (%) Markup	15%
Cost of pick/up delivery	No Charge	Cost of pick/up delivery	No Charge
Storage Fees per Day	No Charge	Storage Fees per Day	No Charge

Section III Med. & Heavy Duty Truck Repair Services	Hourly Rate
Hourly Flat Labor Rate	$ 25.00
Parts Percentage (%) Markup	15%
Cost of pick/up delivery	No Charge
Storage Fees per Day	No Charge

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 #:	59328105332022
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Fiscal Year:	2016
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	59328105332023
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during

the next fiscal year, this contract becomes null and void.

Attachments

Contract FY14-062

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

AUTO & TRUCK BODY SHOP REPAIR SERVICES
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 a three year contract for auto & truck body shop repair services 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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on May 6, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on May 7, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Auto & Truck Body Shop Repair Services – Fleet Department
FY14-062

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 a three year contract for auto & truck body shop repair services 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on May 6, 2014** and all bids received will be **opened** and read publicly on **May 7, 2014 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Auto & Truck Body Shop Repair Services – Fleet Department
FY14-062

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C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
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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 16th DAY OF APRIL 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.

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(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) This contract will be awarded by sections to the bidder or bidder (s) that provide 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. The City reserves the right to amend the award of contract as it determines to be in the best interest of the City.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. In all cases liability insurance is required. All other insurance requirements are for those vendors that for any reason will perform any type of work on City of Laredo property.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

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

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

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 NON-COLLUSIVE AFFIDAVIT

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Formal Invitation for Bids
Auto & Truck Body Shop Repair Services
Fleet Department

14.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding a three year contract for auto and truck body shop repair services for the Fleet Department. The contractor shall provide service to the City of Laredo automobile and light duty trucks up to 12,000# GVW on an as needed basis for passenger vehicles, law enforcement vehicles, vans, and mini-vans, pickup trucks, and light trucks. This bid does not include heavy equipment.

Upon inspection the contractor is required to notify City of Laredo of any parts that may fail under normal conditions. It is understood that complete rebuilding may not be required for all repairs; however, parts that are damaged during normal disassembly are considered to be pertinent.

Fleet Department point of contacts: Jack Dunn (956) 727-6455 or email jdunn@ci.laredo.tx.us
Ron Miller (956) 727-6455 or email rmiller@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
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. 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.

16.0 Shop Repair Specifications

The contractor shall have all the necessary permits and certifications needed to perform the requested repair services. All fees imposed on the contractor or imposed by a Federal, State, or local governmental agency shall be paid the contractor.

16.1 Auto bodywork shall include but is not limited to:

16.1.1 Collision repair.

16.1.2 Unibody & frame straightening.

16.1.3 Painting.

16.1.4 Minor dents, door dings, hail damage.

16.1.5 Other related body work.

16.2 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase services on the open market and charge the contract vendor the price difference.

16.3 Bids not submitted on these forms will not be considered.

16.4 Authorization for work will be in the form of a written City of Laredo Purchase Order sent via e-mail.

16.5 A purchase order will be issued for each City agency authorized to place orders against this three year contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before providing any service.

16.6 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) and labor rates. 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.

16.7 All work shall be performed in a thorough and professional manner and in accordance with accepted industry methods and practices. All work shall be in strict compliance with all local and state codes, ordinances, laws, and policies.

16.8 The vendor must make arrangements to pick up the vehicles within five (5) working days after notification, and return them to the City within fourteen (14) working days after receipt and installation of all parts necessary to perform the repair.

17.0 Parts and Materials

The City of Laredo's Fleet Department representative shall be consulted when it is determined that major components are in need of replacement. A major component shall be considered any single item or part whose estimated cost is in excess of $ 500.00.

17.1 The cost of parts shall be listed separately from labor. The part markup will be allowed for parts that the contractor has to purchase and re-bill.

17.2 All parts shall be OEM part or must be equal to or better than the original manufacture part.

18.0 Experience/Qualifications

The Fleet department will evaluate the experience of the contractor in providing the proposed services. Each bidder must provide information with their bid that will certify that they are experienced with or meets the requirement of this specification.

18.1 The contractor must be in the business of providing automobile bodywork service required by the technical specifications for the past three years.

18.2 Contractor must have an established place of business within a 10-mile radius of the Fleet Department in the City of Laredo.

19.0 Equipment and Supplies

The contractor shall provide all equipment /supplies. All equipment/supplies shall meet the standards of the Federal Occupational Safety and Health Act and the State of Texas Safety Codes. All tools and equipment shall be provided by the contractor and shall meet all applicable local, State and Federal Standards.

20.0 Inspection of Premises

The City reserves the right to inspect the vendor's site during the evaluation phase of the bid process and /or prior to making an award to determine compliance with specifications and ability of Contractor to perform according to the requirements of the contract. At any time while the contract is in effect, and during normal business hours and as often as they or County may deem necessary, the Contractor shall permit the authorized representatives of the City of Laredo.

21.0 Satisfactory Work

Any work found to be in any way defective or unsatisfactory shall be corrected by the Contractor at its own expense at the order of the City of Laredo. The City of Laredo also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The City of Laredo reserves the right to charge the vendor with any or all costs incurred or retain/deduct the amount of such costs incurred from any monies due or which may become due under this contract.

22.0 Permits & Licenses

The Contractor selected under this bid shall be required to obtain the necessary permits and licenses prior to performing any work under this contract. The Contractor will be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract. Contractor must be financially responsible for obtaining all required permits and licenses to comply with pertinent regulations, municipal, county, State of Texas and Federal laws, and shall assume liability for all applicable taxes.

23.0 Warranty

The contractor shall clearly state the type of warranty offered on vehicle bodywork repairs and painting services.

24.0 Delivery or Pickup

Contractor shall schedule deliveries or pickups Monday through Friday during the delivery hours of 7:30 AM to 5:30 PM; delivery shall be completed by 5:30 PM. Any delivery either before or after normal delivery hours must be approved by city personnel.

24.1 Contractor shall furnish a delivery or pickup receipt that must be signed by authorized City personnel.

24.2 Bidder's business hours:

From: _____a.m. to_____ p.m.

Days of week: _____

25.0 Invoicing and Payment

Contractor invoice for payment for Work performed must follow instructions set down by the City of Laredo. The following instructions are minimal requirements and can be changed on the City of Laredo accounting needs.

25.1 The invoice must contain the following information:

25.1.1 (1) Date of Work

25.1.2 (1) Labor in hours of regular repair work.

25.1.3 (1) Parts & Materials (attached copies of all parts invoices).

26.0 Job Completion

Job completion time for typical repairs under the terms and conditions of this contract are _____ days from date of job order.

27.0 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.

28.0 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 three (3) 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.

29.0 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 11.0 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.

30.0 Award of Contract

(a) 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 by sections** to the bidder or bidder (s) that provide 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. The City reserves the right to amend the award of contract as it determines to be in the best interest of the City.

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 formal bid becomes null and void.

In determining the ***best value*** for the City of Laredo the following factors will be considered:

		Maximum Points
30.1	Pricing	30
30.2	Contractor's Profile, Qualifications, Experience & Location	30
30.3	The bidder's past relationship with the City of Laredo	40

30.4 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.

30.5 Evaluation Form (Example)

	Criteria	0-10 Points	Weighted %	Points x Weight
	An evaluation of the pricing to the City of Laredo.	6	30%	1.8
	Contractor's Profile, Qualifications, Location, Experience & Equipment	8	30%	1.8
	The bidder's past relationship with the City of Laredo /other governmental Agencies.	8	40%	3.2
			Total Raw Point	**6.8**
			Total Raw Point x 10 (True Evaluation Points) Evaluation Score	**68**

31.0 Required Submittals

The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses.

Tab A – Bidder Information Questionnaire

Tab B – Conflict of Interest

Tab C - Price Schedule

Tab D - Contractor's Profile, Qualifications, Location, & Experience

Tab E - Bidders Past Relationship with the City of Laredo

32.0 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

33.0 Tab B Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

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

34.0 Tab C Price Schedule

34.1 Section I: Car Repair Services

	Cars
Hourly Flat Labor Rate	$
Parts Percentage (%) Price Mark-Up	_____%
Cost of pick/up delivery (if available)	$
Storage fees per day (if any)	$
Warranty offered on repairs	_____
Warranty offered on paint	_____

Repairs will be completed within _____ working days after receipt of order.

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."

34.2 Section II: Light Duty Truck Repair Services

	Light Duty Trucks (under 10,000GVW)
Hourly Flat Labor Rate	$
Parts Percentage (%) Price Mark-Up	_____%
Cost of pick/up delivery (if available)	$
Storage fees per day (if any)	$
Warranty offered on repairs	_____
Warranty offered on paint	_____

Repairs will be completed within _____ working days after receipt of order.

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."

34.3 Section III: Medium & Heavy Duty Truck Repair Services

	Medium Duty Trucks (10,000 to 26,000GVW)	Heavy Duty Trucks (over 26,000GVW)
Hourly Flat Labor Rate	$	$
Parts Percentage (%) Price Mark-Up	_____%	_____%
Cost of pick/up delivery (if available)	$	$
Storage fees per day (if any)	$	$
Warranty offered on repairs	_____	_____
Warranty offered on paint	_____	_____

Repairs will be completed within _____ working days after receipt of order.

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."

35.0 Tab D - Contractor's Profile, Qualifications, Location, & Experience

35.1 How will you meet required turnaround time for service repair? (Qualification & Service)

35.2 Describe how secure your facility is as some of the City's vehicles contain sensitive equipment i.e. law enforcement vehicles.

35.3 How many spray booths do you have?_____
List types below:

35.4 Describe your policies regarding quality of work, quality control, and final inspections.

35.5 Bidder shall state any special equipment in their operation such as a repair shop, specialized diagnostic tools, etc. (Example: car pulling frame machines, etc…)

36.0 Tab E Bidders Past Relationship with the City Of Laredo

36.1 Describe your current and past business relationship with the City of Laredo. (List contracts, if any)

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

36.2 Describe you current and past business relationships with any other governmental agencies in the Laredo, Texas area. List three references.

Company Name:_____

Contact Person:_____ Phone:_____

Address:_____ Zip Code:_____ State:_____

Company Name:_____

Contact Person:_____ Phone:_____

Address:_____ Zip Code:_____ State:_____

Company Name:_____

Contact Person:_____ Phone:_____

Address:_____ Zip Code:_____ State:_____

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 May 6, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on May 7, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Auto & Truck Body Shop Repair Services – Fleet Department
FY14-062

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Tab A – Bidder Information Questionnaire
Tab B – Conflict of Interest
Tab C - Price Schedule
Tab D - Contractor's Profile, Qualifications, Location, & Experience
Tab E - Bidders Past Relationship with the City of Laredo

Please submit one original signature bid document and two copies

City of Laredo
Purchasing Division
Renewal Notice

August 30, 2016

Mr. Francisco Lozano
Lozano Body Shop
319 E. Frost
Laredo, Texas 78040

Re: Auto & Truck Body Shop Repair Services – Fleet Department
Contract FY14-062
Renewal Extension I

Dear Mr. Lozano,

A contract was awarded to your company on 6/2/14. This award provided for the possible extension of this contract for one additional three year period with the same contract pricing. This is the first of two extension periods.

Contract Pricing Sections I, II, III:

Hourly Flat Labor Rate	$ 25.00 per Hour
Parts Percentage (%) Price Mark-up	15%
Cost of pick/up delivery	No Charge
Storage fees per day	No Charge
Warranty offered on repairs	1 Year
Warranty offered on paint	1 Year

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

Lozano Body Shop

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Francisco Lozano

Date: 8/30/16

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

June 3, 2014

Mr. Francisco Lozano
Lozano Body Shop
319 E. Frost
Laredo, Texas 78040

Re: Auto & Truck Body Shop Repairs Services
Contract FY14-062
Approved by City Council on June 2, 2014

Dear Mr. Lozano,

This is to inform you that contract FY14-062 was approved by City Council on June 2, 2014. The term of this contract shall be for a period of two years. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order.

Contract Pricing Sections I, II, III:

Hourly Flat Labor Rate	$ 25.00 per Hour
Parts Percentage (%) Price Mark-up	15%
Cost of pick/up delivery	No Charge
Storage fees per day	No Charge
Warranty offered on repairs	1 Year
Warranty offered on paint	1 Year

If there are any questions regarding this authorization, please feel free to call me at (956) 790-1825.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 06/02/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, Jack Dunn, Fleet General Manager, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract number FY14-062 to the sole bidder, Lozano Body Shop, Laredo, Texas to provide automotive and truck body shop repair services for the Fleet Department. The contract amount is for approximately $225,000.00 annually and is for a three (3) year term and is subject to future appropriations. All repair services will be secured on an as needed basis. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Bids were requested for an annual contract for providing automotive and truck body shop repair services for the Fleet Department. Bid pricing is based on an hourly labor rate and a parts percentage price markup rate. All services will be secured on an as needed basis.

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 (2), additional three (3) year periods each upon mutual agreement of the City and the vendor. Should the vendor desire to extend the contract for the additional one (1) 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.

Proposed Services

Lozano Body Shop

Section I Car Repair Services	Hourly Rate	Section II Light Duty Truck Repair Services	Hourly Rate
Hourly Flat Labor Rate	$ 25.00	Hourly Flat Labor Rate	$ 25.00

Parts Percentage (%) Markup	15%	Parts Percentage (%) Markup	15%
Cost of pick/up delivery	No Charge	Cost of pick/up delivery	No Charge
Storage Fees per Day	No Charge	Storage Fees per Day	No Charge

Section III Med. & Heavy Duty Truck Repair Services	Hourly Rate
Hourly Flat Labor Rate	$ 25.00
Parts Percentage (%) Markup	15%
Cost of pick/up delivery	No Charge
Storage Fees per Day	No Charge

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 #: 59328105332022
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2014
Bugeted Y/N?: Yes
Source of Funds:
Account #: 59328105332023
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.

20.0 Inspection of Premises
The City reserves the right to inspect the vendor's site during the evaluation phase of the bid process and /or prior to making an award to determine compliance with specifications and ability of Contractor to perform according to the requirements of the contract. At any time while the contract is in effect, and during normal business hours and as often as they or County may deem necessary, the Contractor shall permit the authorized representatives of the City of Laredo.

21.0 Satisfactory Work
Any work found to be in any way defective or unsatisfactory shall be corrected by the Contractor at its own expense at the order of the City of Laredo. The City of Laredo also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The City of Laredo reserves the right to charge the vendor with any or all costs incurred or retain/deduct the amount of such costs incurred from any monies due or which may become due under this contract.

22.0 Permits & Licenses
The Contractor selected under this bid shall be required to obtain the necessary permits and licenses prior to performing any work under this contract. The Contractor will be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract. Contractor must be financially responsible for obtaining all required permits and licenses to comply with pertinent regulations, municipal, county, State of Texas and Federal laws, and shall assume liability for all applicable taxes.

23.0 Warranty
The contractor shall clearly state the type of warranty offered on vehicle bodywork repairs and painting services.

24.0 Delivery or Pickup
Contractor shall schedule deliveries or pickups Monday through Friday during the delivery hours of 7:30 AM to 5:30 PM; delivery shall be completed by 5:30 PM. Any delivery either before or after normal delivery hours must be approved by city personnel.

24.1 Contractor shall furnish a delivery or pickup receipt that must be signed by authorized City personnel.

24.2 Bidder's business hours:

From: 9:00 a.m. to 5:00 p.m.

Days of week: Monday-Saturday

25.0 Invoicing and Payment
Contractor invoice for payment for Work performed must follow instructions set down by the City of Laredo. The following instructions are minimal requirements and can be changed on the City of Laredo accounting needs.

25.1 The invoice must contain the following information:

25.1.1 (1) Date of Work

25.1.2 (1) Labor in hours of regular repair work.

25.1.3 (1) Parts & Materials (attached copies of all parts invoices).

26.0 Job Completion
Job completion time for typical repairs under the terms and conditions of this contract are 3 days from date of job order.

32.0 **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) Lozano Body Shop

Signature of person authorized to sign bid _____ Date 4/23/14

Print Name of person authorized to sign bid Francisco Lozano

Title: Owner

Business Address: 319 E. Frost

City, State, Zip Code: Laredo Tx. 78040

Telephone Number: 956 724-6373 Fax Number: 956 724-6373

Contact Person Email Address: Lozanobodyshop@yahoo.com

Federal Tax ID Number: Id#74-2282610

Bidders Principal/Corporate Place of Business Address: 319 E. Frost

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship X Other: _____

If other state business status: _____

State how long under its present business name: 38 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

33.0 Tab B Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

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

4/23/14
Date

34.0 Tab C Price Schedule

34.1 Section I: Car Repair Services

	Cars
Hourly Flat Labor Rate	$25.00
Parts Percentage (%) Price Mark-Up	15 %
Cost of pick/up delivery (if available)	$ 0
Storage fees per day (if any)	$ 0
Warranty offered on repairs	1yrs
Warranty offered on paint	1yrs

Repairs will be completed within 3 working days after receipt of order.

Company Name: Lozano Body Shop

Owner/President Name: Francisco LOzano

Company Address: 319 East. Frost

City, State, Zip Code: Laredo Tx. 78040

Company Authorized Representative's Signature: _____

Company Representative's Name: Francisco Lozano

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

34.2 Section II: Light Duty Truck Repair Services

	Light Duty Trucks (under 10,000GVW)
Hourly Flat Labor Rate	$ 25.00
Parts Percentage (%) Price Mark-Up	15 %
Cost of pick/up delivery (if available)	$ 0
Storage fees per day (if any)	$ 0
Warranty offered on repairs	1yrs
Warranty offered on paint	1yrs

Repairs will be completed within 3 working days after receipt of order.

Company Name: Lozano Body Shop

Owner/President Name: Francisco Lozano

Company Address: 319 East Frost

City, State, Zip Code: Laredo Texas 78040

Company Authorized Representative's Signature: _____

Company Representative's Name: Francisco Lozano

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

34.3 Section III: Medium & Heavy Duty Truck Repair Services

	Medium Duty Trucks (10,000 to 26,000GVW)	Heavy Duty Trucks (over 26,000GVW)
Hourly Flat Labor Rate	$ 25.00	$ 25.00
Parts Percentage (%) Price Mark-Up	15 %	15 %
Cost of pick/up delivery (if available)	$ 0	$ 0
Storage fees per day (if any)	$ 0	$ 0
Warranty offered on repairs	1yrs	1yrs
Warranty offered on paint	1yrs	1yrs

Repairs will be completed within 3 working days after receipt of order.

Company Name: Lozano Body Shop

Owner/President Name: Francisco Lozano

Company Address: 319 East Frost

City, State, Zip Code: Laredo Texas 78040

Company Authorized Representative's Signature: _____

Company Representative's Name: Francisco Lozano

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

35.0 Tab D - Contractor's Profile, Qualifications, Location, & Experience

35.1 How will you meet required turnaround time for service repair? (Qualification & Service)

We provide adequate estimate to consumers;our organization prides itself with fixing and restoring vehicles all at a low cost without affecting quality,either in service on project.

35.2 Describe how secure your facility is as some of the City's vehicles contain sensitive equipment i.e. law enforcement vehicles.

Our facility has been location to countries jobs well done for more then two decades;we have worked with goverment vehicles through out the years. And as always we performed well with maintaining and restoring the vehicles.

35.3 How many spray booths do you have? 1
List types below:

ETL

35.4 Describe your policies regarding quality of work, quality control, and final inspections.

Upon recieving work, we adhere to good ethics and morality when dealing with the customer and over all project. We use quality part's and are masterful with getting the job done without compromising quality.

35.5 Bidder shall state any special equipment in their operation such as a repair shop, specialized diagnostic tools, etc. (Example: car pulling frame machines, etc...)

EZ/Liner

36.0 Tab E Bidders Past Relationship with the City Of Laredo

36.1 Describe your current and past business relationship with the City of Laredo. (List contracts, if any)

Amiacable relationship with the city of Laredo for six years on auto body and paint. Thru our contract i have provided the city with great service at a good cost. The relationship was always pstive and complete projects in a timely manner.

36.2 Describe you current and past business relationships with any other governmental agencies in the Laredo, Texas area. List three references.

Company Name: State Farm

Contact Person: Orlando Garza Phone: 512-918-6820

Address: p.o. Box 52250 Zip Code: 85072 State: Phoenix Arizona

Company Name: Progressive

Contact Person: R. Averitt Phone: 956 237-0460

Address: 5700 Mcpherson ste#203 Zip Code: 78041 State: Tx

Company Name: Farmers Insurance

Contact Person: Juan J. Maldonado Phone: 956 236-2924

Address: Corpus Christi claims Zip Code: 78041 State: Tx

Inter-Industry Conference
on Auto Collision Repair

Certificate of Training

Presented to

francisco lozano

In recognition of successfully completing an
I-CAR® Training Course and Post-Test

Advanced Material Damage Analysis (DAM08)

John Van Alstyne,
President & CEO

Training Completed
03/10/2012

William Brower,
Chair, International Board of Directors

Inter-Industry Conference
on Auto Collision Repair

Certificate of Training

Presented to

francisco lozano

In recognition of successfully completing an
I-CAR® Training Course and Post-Test

Aluminum Panels and Structures
Damage Analysis (DAM05)

John Van Alstyne,
President & CEO

Training Completed
09/07/2013

William Brower,
Chair, International Board of Directors

I-CAR® Inter-Industry Conference on Auto Collision Repair

Certificate of Training

Presented to

francisco lozano

In recognition of successfully completing an
I-CAR® Training Course and Post-Test

Plastic and Composite Repair (PLA03)

John Van Alstyne,
President & CEO

Training Completed
09/07/2013

William Brower,
Chair, International Board of Directors

I-CAR® Inter-Industry Conference on Auto Collision Repair

Certificate of Training

Presented to

francisco lozano

In recognition of successfully completing an
I-CAR® Training Course and Post-Test

Electronically Controlled Steering and Suspension Systems (STE05)

John Van Alstyne,
President & CEO

Training Completed
09/06/2013

William Brower,
Chair, International Board of Directors

Inter-Industry Conference
on Auto Collision Repair

Certificate of Training

Presented to

francisco lozano

In recognition of successfully completing an
I-CAR® Training Course and Post-Test

Hazardous Materials, Personal Safety, and Refinish Safety (WKR01)

John Van Alstyne,
President & CEO

Training Completed
09/07/2013

William Brower,
Chair, International Board of Directors

I-CAR® Inter-Industry Conference on Auto Collision Repair

Certificate of Training

Presented to

francisco lozano

In recognition of successfully completing an
I-CAR® Training Course and Post-Test

Cosmetic Straightening Steel (STS01)

John Van Alstyne,
President & CEO

Training Completed
09/07/2013

William Brower,
Chair, International Board of Directors

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Robert Eads, Assistant City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, Jack Dunn, Fleet General Manager, Miguel A. Pescador, Purchasing Agent

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SUBJECT
Consideration to award annual contracts FY16-071 to the following bidders:

1. Velco Inc., Laredo, Texas in an amount up to $20,000.00;
2. Hosemasters, Laredo, Texas in an amount up to $30,000.00; and
3. Hydrahose Services, Laredo, Texas in amount up to $25,000.00,

for the fabrication of hydraulic hoses with fittings for the City's heavy equipment. 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 five extension periods which can be renewed upon mutual agreement. All hoses will be purchased on an as needed basis. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA
None.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received four (4) bids for the fabrication of hydraulic hoses with fittings for the City's heavy equipment. Although Hulco Co., submitted a bid, the company failed to complete the bid price schedule as required by specifications thus disqualifying thier bid. Staff is recommending that contracts be awarded to Velco Inc., Hosemasters, and Hydrahose Services.

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 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.

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	59328105332078
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

Contracts FY16-071

Bid Tab FY16-071

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

1

FABRICATION OF HYDRAULIC HOSES W/FITTINGS
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 fabrication of hydraulic hoses with fittings 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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on August 30, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on August 31, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Fabrication of Hydraulic Hoses W/Fittings – Fleet Department
FY16-071

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 the fabrication of hydraulic hoses with fittings 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on August 30, 2016** and all bids received will be **opened** and read publicly on **August 31, 2016 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Fabrication of Hydraulic Hoses W/Fittings – Fleet Department
FY16-071

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 4th DAY OF AUGUST 2016.

Heberto "Beto" L. Ramirez
For: 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 contract will be awarded to a multiple vendors.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not applicable for this 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
Fabrication of Hydraulic Hoses W/Fittings
Fleet Department

14.0 Scope of Work

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached are being requested for the awarding of a twelve (12) month supply contract for the fabrication of hydraulic hoses w/fittings.

Fleet Department Point of Contact: Jack Dunn (956) 727-6450 or email jdunn@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted in writing or by email no later than, July 22, 2016 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.0 Contract Provisions

15.1 The bidder shall quote prices F.O.B. delivered, City of Laredo – Fleet Department, Laredo, Texas.

16.0 General Conditions

16.1 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.

16.2 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.

16.3 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.

17.0 Payment and Invoicing

17.1 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.

17.2 Materials bid must be new and unused.

17.3 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 General Requirements

Hoses shall be available for pickup or delivery on the same day they are ordered. However, there may be occasions when the hoses must be ordered and those hoses should be quoted F.O.B., Laredo, TX. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

18.1 Hoses will be ordered during regular working hours Monday through Friday.

18.2 Bids will be awarded to the lowest responsible bidder meeting the city's requirements. This contract will

be awarded to multiple vendors.

18.3 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.

18.4 Bids not submitted on these forms will not be considered.

19.0 Delivery

Delivery time for all items ordered under the terms and conditions of this contract are 1 working days from date of order. Same Day, Special orders 3-5 Bussiness Days

Bidder's business hours: From: 8:00 a.m. to 5:30 p.m.

Days of week: 6 Monday - Saturday

20.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for five, additional one (1) 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.

20.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

20.2 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

21.0 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. This contract will be awarded to multiple vendors.

Evaluation factors: Contract pricing and turnaround time for fabrication and delivery.

Annual Supply Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

22.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

23.0 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.

24.0 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

25.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Hydrahose Services

Signature Javier Jaime Date 8-9-16
of person authorized to sign bid

Print Name Javier Jaime
of person authorized to sign bid

Title: Owner

Business Address: 2820 Santa Ursula Ave

City, State, Zip Code: Laredo Tx 78040

Telephone Number: (956) 726-0377 Fax Number: (956) 726-9230

Contact Person Email Address: hydrahose@Prodigy.net

Federal Tax ID Number: 71-0893135

Bidders Principal/Corporate Place of Business Address: 2820 Santa Ursula Ave.

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship ✓ Other: _____

If other state business status: _____

State how long under its present business name: 15 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

26.0 Tab B Price Schedule

26.1 Fabricated Hydraulic Hoses w/Fittings

Orifice Size	Wires	Cost per Linear Foot	Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.
2	2	$	25
2	4	$	25
4	2	$ 3.48	25
4	4	$	25
6	2	$ 11.06	40
6	4	$ 9.74	60
8	2	$ 4.64	40
8	4	$ 9.66	60
10	2	$ 6.24	25
10	4	$	25
12	2	$ 7.54	25
12	4	$ 11.55	25
14	2	$	25
14	4	$	25
16	2	$ 10.34	25
16	4	$ 17.02	25
18	2	$	25
18	4	$	25
20	2	$ 19.82	25
20	4	$ 32.20	25

State brand of hoses and fittings:

Parker Hannifin

Quantities are approximate on yearly basis.

Company Name: HydraHose Services

Owner/President Name: Javier Jaime

Company Address: 2820 Santa Ursula Ave

City, State, Zip Code: Laredo Tx 78040

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Javier Jaime

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

26.2 Mobile Service
Indicate if mobile service is available

Labor Rate for Services N/A	$_____ Per Hour
Mileage Rate (if any) N/A	$_____ Per Hour

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."

27.0 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.

Javier Salinas — Name
Signature — 8-9-16 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

28.0 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 Javier Jaime
(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.

Javier Jaime

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:

29.0 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: Javier M.I. ___ Last: Jaime 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):**

Javier Jaime DBA Hydrahose Services

***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: Javier Jaime **Title:** Owner

Company Name or DBA: HydraHose Services **Date:** 8-9-16

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

30.0 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

31.0 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 August 30, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on August 31, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Fabrication of Hydraulic Hoses W/Fittings – Fleet Department
FY16-071

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

Required Submittals:

1. **Bidder information sheet**
2. **Signed Bid Price Schedule**
3. **Conflict of Interest Disclosure**
4. **Non-Collusive Affidavit**
5. **Discretionary Contract Disclosure**
6. **Certificate of Interested Parties**
7. **Please submit one original signature bid document and two copies**

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

2

FABRICATION OF HYDRAULIC HOSES W/FITTINGS
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 fabrication of hydraulic hoses with fittings 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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on August 30, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on August 31, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Fabrication of Hydraulic Hoses W/Fittings – Fleet Department
FY16-071

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 the fabrication of hydraulic hoses with fittings 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on August 30, 2016** and all bids received will be **opened** and read publicly on **August 31, 2016 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Fabrication of Hydraulic Hoses W/Fittings – Fleet Department
FY16-071

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 4th DAY OF AUGUST 2016.

Heberto "Beto" L. Ramirez
For: 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 contract will be awarded to a multiple vendors.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not applicable for this 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
Fabrication of Hydraulic Hoses W/Fittings
Fleet Department

14.0 Scope of Work

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached are being requested for the awarding of a twelve (12) month supply contract for the fabrication of hydraulic hoses w/fittings.

Fleet Department Point of Contact: Jack Dunn (956) 727-6450 or email jdunn@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted in writing or by email no later than, July 22, 2016 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.0 Contract Provisions

15.1 The bidder shall quote prices F.O.B. delivered, City of Laredo – Fleet Department, Laredo, Texas.

16.0 General Conditions

16.1 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.

16.2 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.

16.3 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.

17.0 Payment and Invoicing

17.1 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.

17.2 Materials bid must be new and unused.

17.3 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 General Requirements

Hoses shall be available for pickup or delivery on the same day they are ordered. However, there may be occasions when the hoses must be ordered and those hoses should be quoted F.O.B., Laredo, TX. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

18.1 Hoses will be ordered during regular working hours Monday through Friday.

18.2 Bids will be awarded to the lowest responsible bidder meeting the city's requirements. This contract will

be awarded to multiple vendors.

18.3 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.

18.4 Bids not submitted on these forms will not be considered.

19.0 Delivery

Delivery time for all items ordered under the terms and conditions of this contract are N/A working days from date of order.

Bidder's business hours: From: 8:00 a.m. to 5:30 p.m.

Days of week: M-F

20.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for five, additional one (1) 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.

20.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

20.2 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

21.0 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. This contract will be awarded to multiple vendors.

Evaluation factors: Contract pricing and turnaround time for fabrication and delivery.

Annual Supply Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

22.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

23.0 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.

24.0 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

25.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Velco, Inc.

Signature _____ Date 8/26/16
of person authorized to sign bid

Print Name Arturo G. Vela
of person authorized to sign bid

Title: President

Business Address: 1705 Market St.

City, State, Zip Code: Laredo, TX 78043

Telephone Number: 956-726-1030 Fax Number: 956-726-0635

Contact Person Email Address: velcoinc1@sbcglobal.net

Federal Tax ID Number: 1-74-2295196-6

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 35 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

26.0 Tab B Price Schedule

26.1 Fabricated Hydraulic Hoses w/Fittings

Orifice Size	Wires	Cost per Linear Foot	Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.
2	2	$	25
2	4	$	25
4	2	$ 4.28 ft.	25
4	4	$	25
6	2	$ 4.96 ft.	40
6	4	$ 11.84	60
8	2	$ 5.64 ft.	40
8	4	$	60
10	2	$ 7.39	25
10	4	$ 15.72	25
12	2	$ 8.92	25
12	4	$ 15.50	25
14	2	$	25
14	4	$	25
16	2	$ 11.76	25
16	4	$ 17.90	25
18	2	$	25
18	4	$	25
20	2	$	25
20	4	$ 31.50	25

State brand of hoses and fittings:

Aeroquip

Quantities are approximate on yearly basis.

Company Name: Velco, Inc.

Owner/President Name: Arturo G. Vela

Company Address: 1705 Market St.

City, State, Zip Code: Laredo, TX 78043

Company Authorized Representative's Signature:

Company Representative's Name: Arturo G. Vela

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

26.2 Mobile Service
Indicate if mobile service is available

Labor Rate for Services	$_____ Per Hour
Mileage Rate (if any)	$_____ Per Hour

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."

27.0 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.

Arturo G. Vela — Name
[signature] — Signature
8/26/16 — 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.

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

28.0 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:

_____

29.0 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: Arturo M.I. G. Last: Vela Suffix: _____

***2. Contract Information.**

a) Contract or project name: Fabrication of Hydraulic Hoses w/Fittings FY16-071

b) Originating department: Fleet Department

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

Velco, 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: Arturo G. Vela **Title:** President

Company Name or DBA: Velco, Inc. **Date:** 8/26/15

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

30.0 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.**

Velco, Inc. 1705 Market St. Laredo, TX

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.**

1-74-2295196-6

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

31.0 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 August 30, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on August 31, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Fabrication of Hydraulic Hoses W/Fittings – Fleet Department
FY16-071

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

Required Submittals:

1. **Bidder information sheet**
2. **Signed Bid Price Schedule**
3. **Conflict of Interest Disclosure**
4. **Non-Collusive Affidavit**
5. **Discretionary Contract Disclosure**
6. **Certificate of Interested Parties**
7. **Please submit one original signature bid document and two copies**

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

3

FABRICATION OF HYDRAULIC HOSES W/FITTINGS
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 fabrication of hydraulic hoses with fittings 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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on August 30, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on August 31, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Fabrication of Hydraulic Hoses W/Fittings – Fleet Department
FY16-071

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 the fabrication of hydraulic hoses with fittings 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on August 30, 2016** and all bids received will be **opened** and read publicly on **August 31, 2016 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Fabrication of Hydraulic Hoses W/Fittings – Fleet Department
FY16-071

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 4th DAY OF AUGUST 2016.

Heberto "Beto" L. Ramirez
For: 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 contract will be awarded to a multiple vendors.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not applicable for this 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
Fabrication of Hydraulic Hoses W/Fittings
Fleet Department

14.0 Scope of Work

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached are being requested for the awarding of a twelve (12) month supply contract for the fabrication of hydraulic hoses w/fittings.

Fleet Department Point of Contact: Jack Dunn (956) 727-6450 or email jdunn@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted in writing or by email no later than, July 22, 2016 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.0 Contract Provisions

15.1 The bidder shall quote prices F.O.B. delivered, City of Laredo – Fleet Department, Laredo, Texas.

16.0 General Conditions

16.1 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.

16.2 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.

16.3 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.

17.0 Payment and Invoicing

17.1 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.

17.2 Materials bid must be new and unused.

17.3 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 General Requirements

Hoses shall be available for pickup or delivery on the same day they are ordered. However, there may be occasions when the hoses must be ordered and those hoses should be quoted F.O.B., Laredo, TX. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

18.1 Hoses will be ordered during regular working hours Monday through Friday.

18.2 Bids will be awarded to the lowest responsible bidder meeting the city's requirements. This contract will

be awarded to multiple vendors.

18.3 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.

18.4 Bids not submitted on these forms will not be considered.

19.0 Delivery

Delivery time for all items ordered under the terms and conditions of this contract are SAME DAY working days from date of order.

Bidder's business hours: From: - a.m. to - p.m. 24/7

Days of week: 7 DAYS PER WEEK

20.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for five, additional one (1) 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.

20.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

20.2 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

21.0 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. This contract will be awarded to multiple vendors.

Evaluation factors: Contract pricing and turnaround time for fabrication and delivery.

Annual Supply Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

22.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

23.0 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.

24.0 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

25.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) LAREDO HOSE LLC DBA HOSEMASTERS TEXAS

Signature K.D. Ritchie Date 08/29/2016
of person authorized to sign bid

Print Name KELLY DOUGLAS RITCHIE
of person authorized to sign bid

Title: MEMBER / MANAGING DIRECTOR / PARTNER

Business Address: 10116 MINES RD

City, State, Zip Code: LAREDO , TEXAS, 78045

Telephone Number: 956 410 1010 Fax Number: -

Contact Person Email Address: NICK PINEDA - nickp@hosemasters.com

Federal Tax ID Number: 45-5394165

Bidders Principal/Corporate Place of Business Address: 10116 MINES RD, LAREDO, TX 78045

Indicated Status of Business:

Corporation _____ Partnership ✓ Sole Proprietorship _____ Other: _____

If other state business status: N/A

State how long under its present business name: 4 YEARS

If applicable, list all other names under which the Business identified above operated in the last five years.

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) / No

Has the business, or any officer or partner thereof, failed to complete a contract? ~~Yes~~ / (No.)

Is any litigation pending against the Business? ~~Yes~~ / (No.)

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? ~~Yes~~ (No.)
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? ~~Yes~~ (No.)

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? ~~Yes~~ / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? ~~Yes~~ / (No.)

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? ~~Yes~~ / (No)

Is the Business in arrears in any contract or debt? ~~Yes~~ / (No)

Has the Business been a defaulter, as a principal, surety, or otherwise? ~~Yes~~ (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? ~~Yes~~ / (No.)

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

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

26.0 Tab B Price Schedule

26.1 Fabricated Hydraulic Hoses w/Fittings

Orifice Size	Wires	Cost per Linear Foot	Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.
2	2	$ 6.06	25
2	4	$ 2.28	25
4	2	$ 7.89	25
4	4	$ 2.94	25
6	2	$ 10.23	40
6	4	$ 3.51	60
8	2	$ 10.17	40
8	4	$ 3.81	60
10	2	$ 12.51	25
10	4	$ 5.91	25
12	2	$ 13.23	25
12	4	$ 6.39	25
14	2	$ 15.21	25
14	4	$ 7.86	25
16	2	$ 16.29	25
16	4	$ 8.43	25
18	2	$ 20.04	25
18	4	$ 10.38	25
20	2	$ 27.15	25
20	4	$ 15.54	25

State brand of hoses and fittings:

ALFAGOMMA & HOSEMASTERS

Quantities are approximate on yearly basis.

Company Name: LAREDO HOSE LLC DBA HOSEMASTERS TEXAS

Owner/President Name: KELLY DOUGLAS RITCHIE

Company Address: 10116 MINES RD

City, State, Zip Code: LAREDO, TEXAS, 78045

Company Authorized Representative's Signature: K. D. Ritchie

Company Representative's Name: KELLY DOUGLAS RITCHIE

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

26.2 Mobile Service
Indicate if mobile service is available

Labor Rate for Services	$ 60.00 Per Hour
Mileage Rate (if any)	$ 0.00 Per Hour

Company Name: LAREDO HOSE LLC DBA HOSEMASTERS TEXAS

Owner/President Name: KELLY DOUGLAS RITCHIE

Company Address: 10116 MINES RD

City, State, Zip Code: LAREDO, TEXAS 78045

Company Authorized Representative's Signature: K. D. Ritchie

Company Representative's Name: KELLY DOUGLAS RITCHIE

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

27.0 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.

KELLY D. RITCHIE | [signature] | 08/29/2016
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. N/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? ☐ 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

28.0 **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 MEMBER/MANAGING DIRECTOR/PARTNER OF LAREDO HOSE LLC
(a Partner of officer of the firm of, etc.)
DBA HOSEMASTERS TEXAS

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.

R. D. Ritchie

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 29th day of August 20 16.

Alma Diana Esquivel

Notary Public

My commission expires:

February 07, 2019

ALMA DIANA ESQUIVEL
Notary Public, State of Texas
My Commission Expires
February 07, 2019

***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: Kelly Douglas RITCHIE Title: Member/Managing Director

Company Name or DBA: Laredo Hose LLC DBA Hosemasters Texas **Date:** 08/ 9/ 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

30.0 **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. LAREDO HOSE LLC DBA HOSEMASTERS TEXAS, LAREDO TEXAS, U.S.A.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
N/A

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.
N/A

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
N/A.			

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.

ALMA DIANA ESQUIVEL
Notary Public, State of Texas
My Commission Expires
February 07, 2019
AFFIX NOTARY STAMP / SEAL ABOVE

K. O. Ritchie
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said KR Ritchie, this the 29th day of August, 20 16, to certify which, witness my hand and seal of office.

Alma Diana Esquivel — Signature of officer administering oath
Alma Diana Esquivel — 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

31.0 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 August 30, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on August 31, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Fabrication of Hydraulic Hoses W/Fittings – Fleet Department
FY16-071

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

Required Submittals:

1. **Bidder information sheet**
2. **Signed Bid Price Schedule**
3. **Conflict of Interest Disclosure**
4. **Non-Collusive Affidavit**
5. **Discretionary Contract Disclosure**
6. **Certificate of Interested Parties**
7. **Please submit one original signature bid document and two copies**

Bid Tabulation FY16-071
Fabrication of Hydraulic Hoses
August 31, 2016 @ 3PM

Fabricated Hydraulic Hoses w/fittings		**Velco Inc. Laredo, TX**	**Hosemasters Laredo, TX**	**HydraHose Services Laredo, TX**	**Hufco Houston, TX**
Official Sizes	Wires	Cost Per Linear Foot	Cost Per Linear Foot	Cost Per Linear Foot	Cost Per Linear Foot
2	2	$ -	$ 6.06	$ -	$ -
2	4	$ -	$ 2.28	$ -	$ -
4	2	$ 4.28	$ 7.89	$ 3.48	$ -
4	4	$ -	$ 2.94	$ -	$ -
6	2	$ 4.96	$ 10.23	$ 4.06	$ -
6	4	$ 11.84	$ 3.51	$ 9.74	$ -
8	2	$ 5.64	$ 10.17	$ 4.64	$ -
8	4	$ -	$ 3.81	$ 9.66	$ -
10	2	$ 7.38	$ 12.51	$ 6.24	$ -
10	4	$ 15.72	$ 5.91	$ -	$ -
12	2	$ 8.92	$ 13.23	$ 7.54	$ -
12	4	$ 15.50	$ 6.39	$ 11.55	$ -
14	2	$ -	$ 15.21	$ -	$ -
14	4	$ -	$ 7.86	$ -	$ -
16	2	$ 11.76	$ 16.29	$ 10.34	$ -
16	4	$ 17.90	$ 8.43	$ 17.02	$ -
18	2	$ -	$ 20.04	$ -	$ -
18	4	$ -	$ 10.38	$ -	$ -
20	2	$ -	$ 27.15	$ 19.82	$ -
20	4	$ 31.58	$ 15.54	$ 32.20	$ -
	Avg. Cost Per LF	$ 13.55	$ 14.70	$ 9.74	$ -
					vendor did not fill in price schedule
	Labor Rate	N/A	$ 60.00 per hour	N/A	$90.00
	Mileage Rate	N/A	$ -	N/A	$0.56

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Robert Eads, Assistant City Manager
Staff Source: Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew service contract number FY12-101 with Eye-View Investigations and Security, Laredo, Texas, in an annual amount up to $548,964.00 to provide security guard services at various municipal operations. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and subject to future budget appropriations. This is the last extension period for this contract. Funding is available in the respective departmental budgets. This contract establishes an hourly rate for security services required by the Bridge System, City Hall, Health Department, Municipal Housing, Solid Waste, and any other municipal facilities or operations.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a two year contract on 11/03/14.

BACKGROUND

Staff is recommending that this contract be extended for a one year period. This contract establishes an hourly rate for security services required by the Bridge System, City Hall, Health Department, Municipal Housing, Solid Waste, and any other municipal facilities or operations. All current security guards are registered with Texas Department of Public Safety. The hourly rate will be increasing by 10% due to a price increase in insurance & workers compensation coverage costs. 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 last extension period for this contract.

Eye-View Investigations & Security Agency
1102 Scott Street
Laredo, Texas 78040

Description	Current Hourly Rate	Proposed Hourly Rate	
Security Guard Services	$ 9.75	$ 10.75	

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 #:	55340105835530
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2016
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	55340125835530
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2016
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	55340155835530
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2016
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	55340615835530
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2016
Bugeted Y/N?:	Yes
Source of Funds:	

Account #: 22629105435530
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2016
Bugeted Y/N?: Yes
Source of Funds:
Account #: 22660085435530
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2016
Bugeted Y/N?: Yes
Source of Funds:
Account #: 10117305135530
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2016
Bugeted Y/N?: Yes
Source of Funds:
Account #: 55539205435530
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2016
Bugeted Y/N?: Yes
Source of Funds:
Account #: 55625605335530
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

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

SECURITY GUARD SERVICE
VARIOUS CITY OF LAREDO 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 service contract for security guard services 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 October 2, 2012; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on October 3, 2012.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Security Guard Services
FY12-101

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.

Bidder Information:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document".

Firm Name: _____

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: _____

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

City of Laredo

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. **The Board of Commissioners of the Laredo Housing Authority**
9. **The Executive Director of the Laredo Housing Authority**

If additional information is needed please contact Francisco Meza, Purchasing Agent at 956-790-1825

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

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.

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 to assure compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time 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.
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) This contract will be awarded the 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.

(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 to the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 INSURANCE REQUIREMENTS

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.

(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 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.

(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, Builders Risk, 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.

12.0 CONSTRUCTION CONTRACTS: PAYMENT/PERFORMANCE BONDS (Not applicable for this contract.)

13.0 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.

14.0 NON-COLLUSIVE AFFIDAVIT

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

15.0 EL METRO TRANSIT SYSTEM AND LAREDO MUNICIPAL HOUSING CORPORATION

City contract pricing will also apply for all purchases made on behalf of Laredo Metro Inc. (El Metro) and Laredo Municipal Housing Corporation.

Formal Invitation for Bids
Security Guard Services
City of Laredo

16.0 Scope of Work

The City of Laredo is requesting sealed bids for providing security guard services, for the City of Laredo. The successful bidder shall be required to maintain a Texas License Class B or Class C from the Texas Board of Private Investigators and Private Security Agencies. The Contractor must be engaged in the business of providing security services with a minimum of three (3) years experience of providing security services in the state of Texas or any other state prior to commencement date of the contract. Contractor must be agency licensed and bonded by the proper authority in the State of Texas that regulates this type of work and shall be in good standing with the Private Security Bureau of the Texas Department of Public Safety and having current licenses and permits for all security guard personnel as mandated by local, state and federal requirement. Contractor must submit satisfactory proof of their necessary licensing and bonding to certify that their agency is in good standing with the State authority.

16.1 Contractor shall also be required to provide proof of proper licensing for all security guards to be assigned to provide security guard service to the City of Laredo. Security guard services will be required for the following location:

International Bridge I & II
Colombia Bridge, World Trade Bridge
City Hall
Civic Center
Health Department
Health WIC Clinics
Laredo Municipal Housing Corporation
Solid Waste Facility
Zacate Wastewater Treatment Plant
Southside Wastewater Treatment Plant
Transit Center

16.2 Qualifications: The respondent shall be a company engaged in the business of providing security guard service for a minimum of three years within the last five years. The vendor shall have sufficient security guard personnel to meet the City of Laredo needs during specified work hours and emergency situations.

16.3 All questions for this bid shall be submitted in writing or by email no later than, September 20, 2012 to:

Enrique Aldape III, Administrative Assistant
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

17.0 Changes in Service Requirements

17.1 Guard service contractor shall, at the request of management, furnish any additional guards or reduce guard hours service that may be needed as circumstances dictate.

17.2 This contract does not guarantee any minimum number of hours, since all the quantities listed are estimates.

18.0 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:

18.1 Duties are to patrol on foot. All guards shall be uniformed, clean and professional in appearance. The security guard(s) on duty must all times, without exception, be courteous, exercise tact and diplomacy in their daily contact with the Public and Staff. Disrespectful conduct **will not be tolerated.** Security guards must also show, at all times, a professional appearance and be in full uniform with pictured identification, proper sleeve patches and a security badge identifying him/her as a security guard (jeans and sandals/jogging shoes shall not be acceptable). The security guard on duty must be prepared at all times to show proof of his/her State certification/license upon request by a representative of the City of Laredo.

18.1.1 Security Guards reporting for duty without the aforementioned items and/or conducting themselves in an unprofessional manner shall be asked to leave the premises. The Contractor shall be notified by the affected department representative and the Contractor shall be expected to provide a replacement guard within one (1) hour from this notification.

18.2 Security guard shall "sign in" and "sign out" on daily time sheet located in the assigned department.

18.3 Stop and question suspicious persons, department employees not assigned to work, other utility employees without permitted entrance authorization, from going into offices or loitering in or around the building or parking areas.

18.4 Patrol the parking areas to provide deterrence of theft and vandalism of vehicles on the west, south, east, and north side of the building, at thirty minute intervals or more frequently.

18.5 File reports on incidents that would be helpful to police investigations.

18.6 Route and schedule of patrols shall be in accordance with the facility and grounds.

18.7 All security guard services provided at any City of Laredo location shall be given prior on-site orientation regarding their duties by the security agency; and also given a copy of these duties and responsibilities.

18.8 Security Guards must carry a two way radio or a cellular phone to report any illegal activity directly to the Police Department.

18.9 Daily security reports must be submitted to the City of Laredo staff advising of any emergencies or incidents that the security guard responded to.

18.10 Security Guards shall have a valid guard registration card.

18.11 Employee uniform requirements/equipment required shall be provided by the contractor.

18.12 Security Guard Verification

The City may require that security guard employees assigned by the contractor be screened by the Police Department prior to reporting for duty.

18.12.1 Employees must be provided photo ID tags to be worn at all times when on duty at the different locations. The successful contractor shall provide a list and rotation schedule of all contract employees assigned to any City of Laredo location.

18.13 Failure of the security guard to be at his/her designated post at the appropriate time, continuously sitting inside City designated locations/departments and/or his/her personal vehicle and not properly walking in an alert manner the different levels (floors) or perimeters of the facilities/grounds, sleeping while on duty, continuously on the phone and/or in deep/lengthy conversations with patrons/staff or others shall be interpreted by the City of Laredo as a substantial breach of contract by the contractor.

18.14 The Contractor represents that they are fully equipped and competent to perform this work and that such work will be performed in full compliance with all provisions of the Texas Occupations Code Chapter 1702 – Private Security.

19.0 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.

19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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.

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

19.6.1 The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

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

19.6.3 A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies.

19.6.4 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.

19.6.5 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.

19.6.6 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.

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

19.6.8 Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

19.6.9 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.

19.7 All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

19.7.1 Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

19.7.2 Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

19.8 Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

20.0 Term

The term of this contract shall be for a one (1) year period with an option to extend the contract for four additional one year periods upon mutual consent by the City of Laredo and the contract vendor. The City of Laredo reserves the right to cancel contract with a thirty (30) day written notice for non-compliance of contract obligations.

21.0 Unit Price Increases

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. The City will not take action to intentionally delay legitimate unit price increases.

21.1 The hourly rate shall be firm for the contract period, unless the hourly minimum wage is increased by the U.S. Department of Labor. The hourly rate can be adjusted in the amount increased in the hourly minimum wage. The adjustment request must be submitted in writing to the Purchasing Division for confirmation.

21.2 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 <u>Bridges I, II, Laredo Colombia Solidarity Bridge, World Trade Bridge</u>

22.1 Provide uniformed security guards in accordance to the requirements of the Bridge System:

22.1.2 Bridge I - Provide one uniformed security guard for one shift, seven days per week, 8 hours per day, 12:00 A.M. to 8:00 A.M. (shift one) - 7 days a week

22.1.3 Bridge II - Provide one uniformed security guard for one shift, seven days a week, 8 hours per day, 12:00 A.M. to 8:00 A.M. - 7 days a week

22.1.4 Bridge III - Laredo Colombia Solidarity Bridge - Provide one uniformed security guard for one shift, seven days a week, 8 hours per day from 12:00 AM to 8:00 AM – 7 days a week.

22.1.5 Bridge IV - World Trade Bridge – Provide one uniformed security guard.
Monday - Friday - 12:00 PM to 7:00 AM
Saturday– 4:00 PM to Sunday 9:00 AM
Sunday – 2:00 PM to Monday 7:00 AM

22.2 Duties are to patrol on foot, the areas from toll collector booths to middle of the bridge to keep walk-ways and car lanes free of any obstructions. (loiterers, packages, vehicles, appliances, etc.) Guards must not enter tollbooths, change room, or the inside of the bridge administration building, unless summoned by office. In attempting to carry out this duty, guard must not use abusive language or touch patrons or loiterers.

22.3 Assist with directing traffic during the rush hours at the bridges during an emergency or when specifically assigned by bridge authority.

22.4 Report to bridge supervisors or to Federal Agency Inspector any violations or wrongdoings concerning Federal Government Regulations.

22.5 Promote or act according to the guidelines provided by bridge management in a professional manner.

22.6 Each security guard must be assigned a two-way radio/cellular phone to communicate with the security agency, Bridge System personnel, or the Police Department. Seek help from main office of security agency when necessary.

22.7 The security guards shall not be allowed to carry firearms. Guards are to be equipped with a flashlight and security vest.

22.8 Ask for assistance from law enforcement agency when a serious situation arises. The security guards are not to enforce the laws of the State of Texas or to perform any law enforcement act.

22.9 Guard must not exercise his duties as authority south of the international boundary line in any way or manner. Guard must seek help from bridge office to communicate directly with Nuevo Laredo officials to coordinate efforts to enforce any regulations or controls.

22.10 Never transport any package, large or small, into bridge, or to or from international boundary line. Never agree to aid travelers in this way.

22.11 Never take tips or gratuities.

23.0 City Hall Building

23.1 Provide two uniformed security guard for the following shifts at the City Hall building, 1110 Houston Street. 7:00 A.M. to 6:00 P.M. - Monday and Friday (11 hours per day - 110 hours per week)

23.2 Duties are to monitor the patrons coming into and out the building. The guard will be primarily stationed on the first floor rotunda area. Occasionally the guard is to patrol on foot, the parking areas around the building.

23.3 Security guard is to be available for traffic and crowd control during peak hours and/or special events.

23.4 Do not allow children to play near traffic areas, or in unsafe manner (e.g. jumping down steps, etc.).

23.5 Be available to assist/respond in the event that a client becomes loud, abusive, or unruly.

23.6 All security guards will act in a professional manner at all times.

24.0 City Hall Annex Building

24.1 Provide one uniformed security guard for the following shifts at the City Hall Annex building, 1102 Bob Bullock Loop. 7:00 A.M. to 6:00 P.M. - Monday and Friday (10 hours per day - 50 hours per week).

24.2 Duties are to monitor the patrons coming into and out the building. The guard will be primarily stationed on the first floor rotunda area. Occasionally the guard is to patrol on foot, the parking areas around the building.

24.3 Security guard is to be available for traffic and crowd control during peak hours and/or special events.

24.4 Do not allow children to play near traffic areas, or in unsafe manner (e.g. jumping down steps, etc.).

24.5 Be available to assist/respond in the event that a client becomes loud, abusive, or unruly.

24.6 All security guards will act in a professional manner at all times.

25.0 The Health Department Building

25.1 Provide two uniformed security guards for the following shifts at the Health Department Building, 2600 Cedar Avenue. Security guard services are provided Monday thru Saturday with a daily schedule as follows: Monday, Tuesday, and Wednesday from 8:00 a.m. to 7:30 p.m. or until clinics close. Thursday and Friday from 8:00 a.m. to 5:00 p.m., and Saturdays and Sundays 24 hours. This includes the lunch hour from 12:00 noon to 1:00 p.m.

25.2 Security guard shall be equipped with a beeper (provided at the security services company expense), so that department telephone operator may readily contact security guard as needed to respond to incidents, or requests for assistance.

25.3 Security guard shall "sign-in" and "sign-out" on daily time sheet located in the second floor at the administration offices.

25.4 Patrol the parking areas to provide deterrence of theft and vandalism of vehicles on the west, south, east, and north side of the facility, at thirty minute intervals or more frequently.

25.5 Maintain control on parking alongside the curbs and to prevent unauthorized vehicles form parking in the "handicapped parking" and "no parking" areas and assigned parking spaces.

25.6 Patrol the ground floor interior of the building by passing through waiting areas in route to patrol the parking areas at thirty-minute intervals.

25.7 Provide crowd control when necessary, for example in the immunization clinic by having clients form a line and distribute "numbers" to determine order of service.

25.8 The guard should respond, at staff request, in such situations as when a patient and/or a family member becomes persistent, loud, or abusive toward staff, resulting in disruption of clinic activity.

25.9 Stop and question suspicious persons going into offices or loitering in or around the building, rest rooms, or parking areas.

25.10 Inform administration regarding incidents that require a police response (Administration will place calls to police).

25.11 File reports on incidents that would be helpful to police investigations.

25.12 Do not allow use of skateboards, roller blades, etc. on the grounds of the facility.

25.13 Route and schedule of patrols shall be in accordance with the facility and grounds.

25.14 All security guards assigned to this location shall be given prior on-site orientation regarding their duties by the security agency; and also given a copy of these duties and responsibilities.

25.15 Security guard services provided to the WIC Program at sites located other than at the Main Clinic at 2600 Cedar (for example Santo Nino, Farias, Northwest, and Larga Vista) shall be billed under separate invoice to: Example: City of Laredo Health Department, Attention: WIC Program.

25.16 Response To Alarm System
Security guard agency shall provide telephone and beeper numbers so as to respond immediately to calls they will receive from Laredo Alarm central monitoring station, 24 hours a day, seven days a week, for all the locations listed below:

Main Clinic - 2600 Cedar Avenue
Farias Neighborhood Center - 1210 Philadelphia
Santo Nino Neighborhood Center - 2200 Zacatecas
Larga Vista – 5401 Cisneros
Northwest – 10224 Atlanta Dr.

25.16.1 The security guard agency shall have access to all buildings (keys to be provided), to security system wall-mounted key pads and codes for each site (to disarm and arm the security system), and the telephone number of contact persons from the Health Department in case of an emergency.

26.0 The Civic Center Complex located at 2400 San Bernardo
Provide security guards for the following events:

26.1 Ballroom Activity - Security guards as required by scheduled activity.

26.2 Auditorium Activity - Security guards as required by scheduled activity.

26.3 Meeting Room activities - Security guards as required by scheduled activity.

26.4 Duties are to patrol on foot and/or with vehicles, the parking areas around the complex for the purpose of preventing theft and vandalism of patron vehicles and City property.

26.5 Keep curb areas of building clear, and "no parking zone, except for the handicapped.

26.6 Security guard is to be available for traffic and crowd control during peak hours.

26.7 Be available to assist/respond in the event that a client becomes loud, abusive, or unruly.

26.8 All security guards will act in a professional manner at all times.

26.9 All duties as assigned by the Civic Center Manager or his designate.

26.10 Seek help from main office of security agency when necessary. Ask for assistance from law enforcement agency when a serious situation arises or there is a potential for serious situations. The security guards are not to enforce the laws of the State of Texas.

27.0 The Tomas Flores Apartments located at 2302 & 2303 Lafayette Street

27.1 Provide two uniformed security guards for the following shifts:
11:00 P.M. to 6:00 A.M. Monday thru Sunday
Hours may increase or decrease, with a week's notice, at the discretion of the LMHC Director.

27.2 Duties are to patrol on foot the parking areas around the apartments, and buildings for the purpose of preventing theft and vandalism.

27.3 Keep handicapped parking areas available for handicapped persons only.

27.4 Security guard is to be available to assist and respond to all emergencies.

27.5 Security guard shall enforce all rules and regulations set by Laredo Municipal Housing Corporation.

27.6 Daily security reports must be submitted to the LMHC office advising staff of any emergencies or incidents that the security guard responded to.

27.7 All security guards will act in a professional manner at all times.

27.8 Security guards are not allowed to carry firearms on LMHC property.

27.9 Security guards are also not allowed to patrol together they must alternate routes!

28.0 The Solid Waste Department located at 6912 State Hwy 359

28.1 Provide one uniformed security guard for night duty at the City of Laredo Landfill from 6:00 PM to 6:00 AM 7 days a week.

28.2 Security Guard must carry a two way radio or a cellular phone to report any illegal activity directly to the Police Dept.

28.3 Security Guards will not be permitted to carry any firearms.

28.4 Duties are to patrol on foot around the buildings for the purpose of preventing theft and vandalism.

28.5 Daily security reports must be submitted to the Solid Waste office advising staff of any emergencies or incidents that the security guard responded to.

28.6 Security guard will act in a professional manner at all times.

29.0 Wastewater Treatment Plants

29.1 Provide two uniformed security guards in accordance to the requirements of the Utilities Department:

29.1.1 Zacate Wastewater Treatment Plant – Provide uniformed security guards for one (1) shift, seven days per week, 12 hours per day, 8:00 PM to 8:00 AM (one shift)- 7 days a week.

29.1.2 Southside Wastewater Treatment Plant – Provide uniformed security guards for one (1) shift, seven days per week, 12 hours per day, 8:00 PM to 8:00 AM (one shift)- 7 days a week.

29.2 Duties are to patrol on foot, the areas of the treatment plants. In attempting to carry out this duty, guards must not use abusive language or touch patrons or loiterers. All security guards will act in a professional manner at all times.

29.3 Security guard shall "sign in" and "sign out" on daily time sheet located in the assigned treatment plants.

29.4 Stop and question suspicious persons, department employees not assigned to work, other utility employees without permitted entrance authorization, from going into offices or loitering in or around the building or parking areas.

29.5 Patrol the parking areas to provide deterrence of theft and vandalism of vehicles on the west, south, east, and north side of the facility, at thirty minute intervals or more frequently.

29.6 File reports on incidents that would be helpful to police investigations.

29.7 Route and schedule of patrols shall be in accordance with the facility and grounds.

29.8 All security guard services provided to these locations shall be given prior on-site orientation regarding their duties by the security agency; and also given a copy of these duties and responsibilities.

29.9 Security Guard will not be permitted to carry any firearms.

30.0 Transit Center located at 1301 Farragut

30.1 Provide one uniformed security guard for the following shifts:
Monday Thru Sunday 7:00 A. M. to 3:00 P. M.
Monday Thru Sunday 11:00 P. M. to 7:00 A. M.

30.1.1 One (1) Uniformed Guard, 112 hours per week at 1301 Farragut.

30.2 Hours may be increased or decreased with two week notice at the discretion of the contract administrator.

30.3 Duties are to patrol on foot, the parking areas around the building for the purpose of preventing theft and vandalism. All security guards shall act in a professional manner at all times.

30.4 Keep handicapped parking areas available for permit holders.

30.5 Security guard shall enforce all rules and regulation as set forth by the contract administrator. Daily reports must be submitted in English to the contract administrator advising of any emergencies or incidents. Guard must be available to assist and respond to all emergencies. Ask for assistance from law enforcement agency when a serious situation arises. The security guards are not to enforce the laws of the State of Texas.

30.6 Guards are not allowed to carry firearms on any City of Laredo facility.

30.7 Indemnification
The guard service shall agree to indemnify and hold harmless, the City of Laredo/Laredo Transit Management Inc. its officers, employees, and agents from any and all damages, loss or liability of any kind, whatsoever, by reason of injury to third persons or their property occasioned by any negligent act, error or omission of the guard service by its officers, agents, employees or other persons for whose act they are legally liable in rendering the services specified to be performed.

30.8 ****Required Submittal

DBE PARTICIPATION FORM
(LTMI Disadvantage Business Enterprise Program)

No. FY 12-101

Name of Contractor: _____

Name of DBE Participant	Address	Type of Work or Contract Items of Parts Provided	Project Start & Finish Date	% of work to be completed

The undersigned will enter into a formal agreement with the DBE Participants for wok listed in this Schedule upon execution of a contract with the Laredo Transit Management Incorporated

NOTE: Any business listed above must be certified as a Disadvantage Business Enterprise (DBE) by the LTMI.

_____

_____

_____

31.0 Summary of Guard Requirements

Location	Number of Guards		Hours to be worked
International Bridge I	1	8 Hrs/day 7 days a week	12:00 AM to 8:00 AM
International Bridge II	1	8 Hrs/day 7 days a week	12:00 AM to 8:00 AM
Colombia Solidarity Bridge III	1	8 Hrs/day 7 days a week	12:00 AM to 8:00 AM
International Bridge IV – World Trade Bridge	1 1 1	8 Hrs/day 7 days a week Mon – Fri. Saturday Sunday	12:00 AM to 8:00 AM 4:00 PM to Sunday 9:00 AM2:00 PM to Monday 7:00 AM
City Hall	2	2 - 11 Hrs/day Monday - Friday	7:00 AM to 6:00 PM
City Hall Annex	1	1 - 10 Hr/day Monday - Friday	7:00 AM to 6:00 PM
Health Department Cedar Clinic	2	10 Hrs/day Mon,Tues,Thurs,&Friday 12 Hrs/day Wednesday 5 Hrs/day Saturday (1)	8:00 AM to 6:00 PM 8:00 AM to 8:00 PM 9:00 AM to 2:00 PM
Health Dept WIC-Santo Nino Farias, L.Vista, N.West Cedar Clinic (WIC) Weekend	1 1 1 1 1 1 1	9 Hrs/day Mon,Tues,Thurs,&Friday 12 Hrs/day Wednesday 5 Hrs/day Saturday 9 Hrs/day every other Wednesday 4 Hrs/Day Friday 24 Hrs/day Saturday & Sunday 7 Hrs/day Monday	8:00 A.M to 5:00 PM 8:00 AM to 8:00 PM 9:00 AM to 2:00 PM 11:00 AM to 8:00 PM 8:00 PM to 12:00 AM 0:00 AM to12:00 AM 0:00 AM to 7:00 AM
Civic Center	1-4 Varies by event	Varies by event up to four/events per month Ballroom Event – 4 guards Meeting Room Event – 2 guards	
Laredo Municipal Housing Corporation	2	2 - 7 Hrs/day 7 days a week	11:00 PM to 6:00 AM
Solid Waste Department	1	12 hrs /day 7 days a week Monday-Sunday	6:00PM-6:00AM
Wastewater Treatment Plants	2	Zacate WWT Plant one (1) shift, seven days per week, 12 hours per day, 7 days a week. Southside WWT Plant one (1) shift, seven days per week, 12 hours per day, 7 days a week.	8:00 PM-8:00 AM 8:00 PM-8:00 AM
Transit Center	1	Monday thru Sunday Monday thru Sunday	7:00 AM to 3:00 PM 11:00 PM to 7:00 AM

32.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which are attached and made part of these specifications. This contract will be awarded the 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 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.

32.1 The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule. All quantities listed are ***estimates only*** for bidding purposes only and not to be interpreted as a guarantee to purchase. The City of Laredo will determine the dollar amount of this contract and shall be contingent upon approval from City Council.

32.1.1 Option: The City of Laredo reserves the right to purchase additional hours (not to exceed 200,000 hours per year) at the fixed hourly rate submitted within the contract term from the date of award as needed by other City departments.

33.0 Bid Evaluation and Award

The City of Laredo may accept and order negotiations with the selected proponent, or may reject the recommendation and order the re-issuance of another bid.

33.1 The City's obligation for performance of this proposal is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this bid becomes null and void.

33.2 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:

33.2.1 The following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

Section	Criteria	Weighted %
I	The reputation of the bidder; overview of company, business strategy. Minimum of three References. State License of company and employees.	30%
II	An evaluation of the pricing to the City of Laredo.	65%
III	The bidder's past relationship with the City of Laredo /other governmental Agencies.	5%

33.2.2 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.

33.2.3 Evaluation Form (Example)

Section	Criteria	0-10 Points	Weighted %	Points x Weight
I	The reputation of the bidder; overview of company, business strategy. Required: All State Licenses and Certifications of company and employees.	8	30%	2.4
II	An evaluation of the pricing to the City of Laredo.	6	65%	3.0
III	The bidder's past relationship with the City of Laredo /other governmental Agencies. Minimum of three references shall be submitted.	8	5%	0.4
			Total Raw Point	**5.8**
			Total Raw Point x 10 (True Evaluation Points) Evaluation Score	**58**

34.0 Required Submittals

The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses.

34.1 Section I - Overview of Company The reputation of the bidder; overview of company, business strategy

It is City of Laredo's desire to establish a strong, lasting relationship with its suppliers. 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, financial viability and structure.

34.1.1 Provide an overview of your company.

34.1.2 Please submit proper documentation that your company is fully equipped and competent to perform this work and that such work will be performed in full compliance with all provisions of the Texas Occupations Code Chapter 1702 – Private Security.

34.1.3 Names and license numbers of the employees that are licensed. Provide a summary of their experience and training.

34.1.3 Has your company been disqualified or debarred from participating in any RFP's/Bids in the last 5 years? If yes, please provide details.

34.2 Section II An evaluation of the pricing to the City of Laredo.
Provide proposed pricing for all the equipment and service listed.

34.2.1 Bid Schedule

Location	Column A Total Hrs./wk.	Column B Hourly Rate	Column C Weekly Total (A x B)	Column D Yearly Cost (Column C x 52)
International Bridge I	56	$	$	$
International Bridge II	56	$	$	$
Bridge III - Colombia Solidarity	56	$	$	$
Bridge IV – World Trade Bridge	72	$	$	$
City Hall	110	$	$	$
City Hall Annex	50	$	$	$
Health Department	109	$	$	$
Health WIC Clinics	139	$	$	$
Civic Center (estimate for bid determination)	40	$	$	$
Laredo Municipal Housing Corporation	98	$	$	$
Solid Waste Department	84	$	$	$
Wastewater Treatment Department	168	$	$	$
Transit Center	112	$	$	$
			Estimated Yearly Total	$

34.3 Section III-Bidders Past Relationship with the City of Laredo.

34.3.1 Describe you past business relationship with the City of Laredo.

34.3.2 Describe you past business relationships with any other governmental agency.

34.3.3 Feedback from existing clients. Provide a minimum of three references.

34.4 Bidder information sheet (Page 3)

34.5 Conflict of Interest Disclosure (Page 5)

34.6 DBE Form (Page 20)

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 October 2, 2012; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on October 3, 2012.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Security Guard Services
FY12-101

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Please submit one original signature bid document and two copies.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTIONS
11/19/12	Consideration to award contract FY12-101 to Eye View Investigations and Security, Laredo, Texas, in the estimated annual amount of $548,964.00 for providing security guard services at various municipal operations. This vendor is being recommended for a contract award based on best value evaluation criteria. The contract term is for two years and is subject to continued appropriations in future fiscal budgets. Funding is available in the respective departmental budgets.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo, Deputy City Manager Horacio De Leon, Assistant City Manager Jesus Olivares, Assistant City Manager	Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION:

BACKGROUND: The City received eleven bids for the providing security guard services for various municipal operations. This contract provided an hourly rate for security services are required by the Bridge System, City Hall, Civic Center, Health Department, Municipal Housing, Solid Waste and any other municipal facility or operation. The term of this contract is for a period of two years. A recommendation is being presented to award this contract to Eve View Investigations and Security utilizing best value evaluation criteria.

Vendor	Est. Annual Amount	Best Value Score
Eye View Investigations	$ 548,964.00	72
The Centurion Group	$ 548,216.50	56
WC.W. Tenorio	$ 570,284.00	52
Alert Private Security	$ 569,764.00	51
Vets Security America	$ 578,864.00	44
Watch Tower Crime Mgt	$ 583,050.00	44
CyMez Int. Security	$ 589,030.00	44
All Pro Security Services	$ 592,020.00	44
C & J Security Agency	$ 600,340.00	34
Arber Inc.	$ 652,418.00	34
Allegiance Security Group	$ 734,942.00	34
Scarlett Protective Inc.	$ 885,040.00	34
KC Services	$ 965,086.20	28
MPI Protective Service	$1,073.410.00	28
L & R Security Services	$1,360,450.00	28

FINANCIAL IMPACT: Funds for this contact are available in the department's 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.
Security guard service is budgeted in the following line item budgets:

Bridge I	553-4010-533-5530	Health WIC	226-6008-543-5530
Bridge II	553-4012-533-5530	City Hall	101-1250-513-5530
Bridge III	553-4015-533-5530	Civic Center	243-3135-553-5530
Bridge IV	553-4061-583-5530	Municipal Housing	555-3920-543-5530
Health Department	226-2910-543-5530	Solid Waste	556-2560-533-5530

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved

Eye-View Investigations
&
Security Agency
1102 Scott St
Laredo, Texas 78040
(956) 712-9990

October 13, 2014

Mr. Miguel A. Pescador
Purchasing Agent
City of Laredo Purchasing Division
5512 Thomas Ave.
Laredo, Texas 78041

Re: Contract extension request letter – Security Guard Services (FY12-101)

Mr. Pescador,

I am writing this letter on behalf of Eye-View Security Agency to request that you kindly extend my contract period for the next 2 years which is due to expire on 19th November, 2016.

We have been securing numerous locales throughout City of Laredo as directed by the City of Laredo for the past two years. We have provided you the best quality service.

In lieu of increased General Liability and Workman's Compensation rates, I am requesting that the hourly rate of $9.18 increase to $9.75.

Similar to previous years, we are committed to continue providing top rated security. I am looking forward to hearing from you soon. In case of any queries, kindly contact 956-236-2058.

Sincerely,

Gerardo Gonzalez

City of Laredo
Purchasing Division
Renewal Notice

October 10, 2014

Mr. Gerardo Gonzalez
EyeView Security Agency
1102 Scott Suite 2C
Laredo, Texas 78040

Re: Security Guard Services - Contract Renewal I
FY12-101

Dear Mr. Gonzalez,

A contract for providing security guard services was awarded to EyeView Security Agency on 11/19/12. This contract provided for the opportunity to extend for an additional two year period with the same contract pricing. The services under contract include:

Job Description	Hourly Rate
Security Guard Services	$ 9.18

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

If there are any questions regarding this renewal extension, please feel free to call me at (956) 790-1825.

Sincerely,

Miguel A. Pescador
Purchasing Agent

EyeView Security Agency

Request a contract extension ✓ Not request a contract extension _____

Authorized Signature: _____

Print Name: Gerardo Gonzalez

Date: 10-10-14

EYEVIEW SECURITY AGENCY

2011-2012

UNITED INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT

TO: Gateway Academy of Laredo

FROM: Clemente Camarillo, Captain

DATE: Monday, August 13, 2012

RE: Recommendation

To Whom It May Concern:

It is my pleasure to recommend the security services of Eye view Security Services to you. During the past five years, our administrative team has worked directly with Jerry Gonzalez, Owner/Manager of Eye view Security Services, on numerous district security projects. The company offers top-notch quality, service and rates. Across the board, we are always pleased with their work.

One project in particular illustrates their attention to detail and concern for quality. For preparing and assisting us in the critical last days of the school year, the Eye view security services team designed the plans, and developed great communication skills with school administrators. We believe that their dedication and knowledge of school environment strategies led to that success.

Please consider Eye View Security Services for all your school related security services. I recommend them and look forward to working with them again.

Sincerely,

Clemente Camarillo
(956) 473-6363

Reference List
for
Eye-View Investigations Security Agency

Reference	Contact Name	Contact Number
United Independent School District	Captain Clemente Camarillo	956-473-6363 or 956-285-1893
CWS Forwarding	Ramiro Rangel	956-717-8788 or 956-337-3521
Gateway Clinic	Eddie Acosta	956-795-8100 or 956-337-0814
Ravisa Distribution Center	Carmen Brizuela	956-764-7400
C.H. Robinson	Guillermo Gonzalez	956-712-7324

GATEWAY COMMUNITY HEALTH CENTER, INC.

Gateway Main Clinic
1515 Pappas St.
Laredo, TX 78041
(956) 795-8100

Gateway South Clinic
2007 South Zapata Hwy.
Laredo, TX 78046
(956) 795-8101

Gateway Zapata Clinic
210 N. Rathmell Ave.
Zapata, Texas 78076
(956) 765-4367

Gateway Hebbronville Clinic
473 State Hwy. 285
Hebbronville, Texas 78361
(361) 527-4053

Administrative Offices located at the Main Clinic
Mailing Address for All Clinics - P.O. Box 3397, Laredo, TX 78044-3397

Board Members

Lauro A. García
Board Chairman

R. Rolando Gutierrez, BBA
Vice-Chairman

Sylvia Longoria, RN, BAAS
Secretary

Fr. Francisco Aceves, OFM
Pedro Castañeda, MD
Jeannine Cañedo
Cecilia Garza, PhD
Mauro Luna
Gregorio Martinez, Jr.
Betty Ortiz
Alfonso Perez
Ramiro Ramirez, Jr.
Teresa Ramirez
Carmelita Riley, RN, MAIS, MBA, MS
Delia Ruiz

Miguel Treviño, Jr.
Chief Executive Officer

Partners

Methodist HealthCare Ministries of South Texas

Pfizer Health Solutions Inc

Webb County

United Way

CELEBRATING 46 YEARS OF SERVICE

Website: www.gatewaychc.com

June 21, 2010

To Whom It May Concern:

I am writing this letter of recommendation for Jerry Gonzalez owner of Eyeview Security. His dedication, loyalty, and the commitment he showed in providing Security guards for our clinics in Laredo have been excellent. Every time I needed security services, Jerry has supplied the clinic with much needed coverage. In one instance the clinic experienced a Fire alarm on the night after New Year and the Laredo Fire Department responded. It became evident at midnight that we needed security for the rest of the night and all weekend. Jerry response was excellent in that he supplied a guard to the clinic in 20 minutes. Time and time again we have depended on his services and time and time again he has proven to be dependable and professional. If you have any questions please do not hesitate to contact me at the Clinic.

Sincerely

Eddie Acosta, Director of Plant Operations/Laboratory

RAVISA

Laredo, Texas. June 21st, 2010

To Whom It May Concern:

I'm pleased to write a letter of recommendation for Eye-view Investigations & Security Agency under Mr. Jerry Gonzalez direction who gives service to Ravisa Distribution Center L.C., addressed at 13485 South Unitec Drive, Laredo, Texas, 78045 and started his professional services with Ravisa since January 21st 2004. Eye-view Investigations & Security Agency exceeded expectations regarding security service.

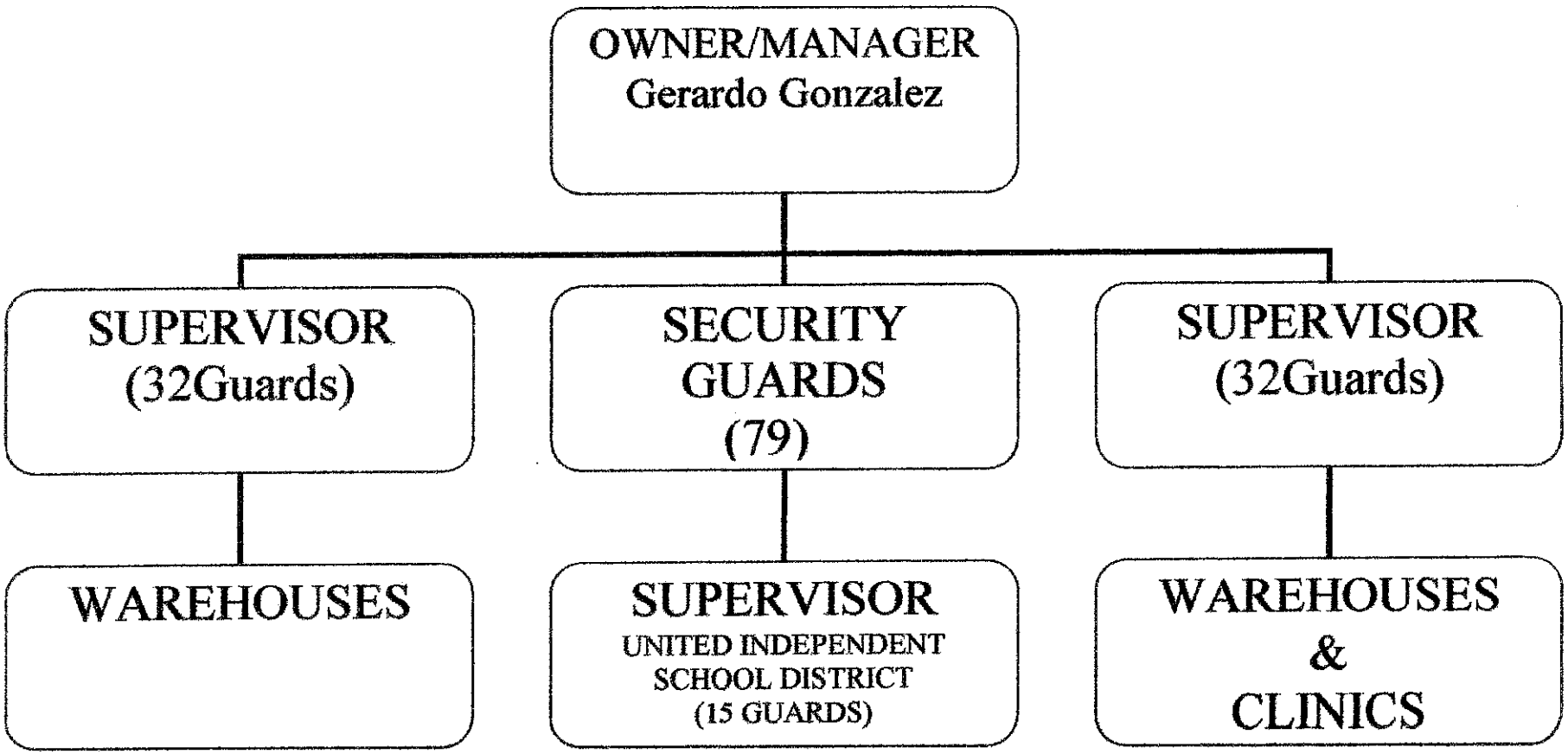
If any information needed don't hesitate to contact to C.P. Carmen Brizuela, Human Resources and Administration Manager.
Phone: (956) 764-7400
E-mail: cbrizuela@ravisa.com

Sincerely

RAVISA®
C.P. Carmen Brizuela.
Human Resources and
Administration Mgr.
Ravisa Distribution Center, L.C.
13485 S. Unitec Dr.
Laredo, TX 78045
(956) 764-7400 ext. 407
cbrizuela@ravisa.com

Eye-View Investigations & Security Agency

ORGANIZATIONAL LINE OF AUTHORITY



Eye-View Investigations & Security Agency

SECURITY GUARD TRAINING

Training/Review Session Title or Description	Training Provider	Personnel Receiving Training/ Organizational Affiliation	Location of Records & Certificates *
Discrimination Review Session	Manager/Owner	EYEVIEW INVESTIGATIONS & SECURITY AGENCY EMPLOYEES	Manager/Owner Employee Office File
Sexual Harassment Review Session	Manager/Owner	EYEVIEW INVESTIGATIONS & SECURITY AGENCY EMPLOYEES	Manager/Owner Employee Office File
Customer Service Session	Manager/Owner	EYEVIEW INVESTIGATIONS & SECURITY AGENCY EMPLOYEES	Manager/Owner Employee Office File
Emergency Policy & Protocol	Manager/Owner	EYEVIEW INVESTIGATIONS & SECURITY AGENCY EMPLOYEES	Manager/Owner Employee Office File
Employee Evaluation Review	Manager/Owner	EYEVIEW INVESTIGATIONS & SECURITY AGENCY EMPLOYEES	Manager/Owner Employee Office File
DRUG SCREENING PROCESS & POLICY REVIEW SESSION	Manager/Owner	EYEVIEW INVESTIGATIONS & SECURITY AGENCY EMPLOYEES	Manager/Owner Employee Office File

Eye-View Investigations & Security Agency

SUPERVISION OF SECURITY GUARDS
ENSURE PERFORMANCE DUTIES

- 24 hour supervision of security guards by supervisors
- Site visits performed by supervisors
- Documented visits on any/all concerns shared with owner/manager
- Written reports regarding any incidents submitted by security guards to supervisors and owner/manager

Including:

- Project orientation on roles, responsibilities, and quality assurance staff authority
- Emergency Protocol Training in all areas needed
- Review of employee evaluation(s)
- Project standards, procedures, and methods
- Understanding and using automated tools
- Interpersonal communications

Eye-View Investigations & Security Agency

POLICY AND PROCEDURES ADDRESSING SEXUAL HARASSMENT AND DISCRIMINATION

All employees will engage in an overview training session and discussion of Labor Law issues that will be enforced at time of employment.

SEXUAL HARASSMENT PROCEDURE:

- Before a complaint is filed, make sure you have posted and informed all employees of your organization's policy relative to sexual harassment. It won't be tolerated; it will be investigated.

- Assign a staff member to "own" the complaint. This individual should be knowledgeable about the organization, the people in the organization, and the history of the organization.

- Map out a plan that covers the important people and situations to investigate in the initial complaint. Basically, plan the investigation, based on current knowledge.

- Talk with the employee who is complaining. Guarantee to the employee that he or she is safe from retaliation and took appropriate action in reporting the incident or general situation.

- Inform the employee that you need to know immediately about any retaliation, purported retaliation, or ongoing harassment the employee experiences.

- Ask the employee to tell you the whole story in his or her own words. Listen; take notes. Write down relevant facts such as dates, times, situations, witnesses, and anything else that seems relevant.

- Tell the person accused that a complaint has been filed, and that no acts of retaliation or unethical actions will be tolerated. Ask the person to be patient while you conduct a thorough investigation.

- Assure the person accused that a fair and just investigation will be conducted on their behalf as well as that of the accuser.

- Interview any potential witnesses in the same manner. Interview any potential witnesses in the same manner. Ask open-ended questions and seek facts that support or disprove the employee's allegations.

- Interview the person who is accused of sexual harassment. Apply the same listening and respectful approach you accorded the person who filed the complaint and the other witnesses.

- Take all the information you received and attempt to reach a decision. Make the best decision that you can with the information you have.

- Make decisions about whether sexual harassment occurred. Provide the appropriate discipline to the appropriate people, based on your findings. Make work or assignment setting adjustments if necessary.

- Recognize that you are not perfect, no situation can be perfectly investigated. Even when harassment may have occurred, there may be no facts or witnesses that corroborate a complainant's statement.

- Assure that no further incidents occur by following up, and documenting follow-up with the employee who made the original harassment claim. Keep documentation separate from the personnel file.

- Afford the employee, who may have been wrongly accused, the same courtesy of follow-up and documentation. Adjust working situations fairly where necessary for the comfort and productivity of all.

http://humanresources.about.com/cs/workrelationships/ht/sexualharass.htm

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DISCRIMINATION PROCEDURE

- Complaints or concerns that are reported to a supervisor concerning an act of discrimination or harassment shall be immediately referred to the manager/owner. Complaints may also be made directly to the manager/owner.

- Employees must file a written complaint with the manager/owner within 90 calendar days following the alleged discriminatory act or the date on which the complainant first knew or reasonably should have known of such act. All such complaints must be submitted on the forms provided by the EYEVIEW SECURITY (see Forms below). The Charge of Discrimination form will be used for both the initiation of complaints under the informal procedure and the conversion of the complaint to the formal procedure. Employees must file a complaint within 90 calendar days following the alleged discriminatory act.

- The complaint shall contain:

- The name, local and permanent address(es), and telephone number(s) of the complainant.

- A statement of facts explaining what happened and what the complainant believes constituted the unlawful discriminatory acts in sufficient detail to give each Respondent reasonable notice of what is claimed against him/her. The statement should include the date, approximate time and place where the alleged acts of unlawful discrimination or harassment occurred. If the acts occurred on more than one date, the statement should also include the last date on which the acts occurred as well as detailed information about the prior acts. The names of any potential witnesses should be provided.

- The name(s), address(s) and telephone number(s) of the respondent(s), i.e., the person(s) claimed to have committed the act(s) of unlawful discrimination.

- Identification of the status of the persons charged.

- If a complainant elects to have the matter dealt with in an informal manner, the supervisor will attempt to reasonably resolve the problem to the mutual satisfaction of the parties.

- In seeking an informal resolution, the supervisor shall attempt to review all relevant information, interview pertinent witnesses, and bring together the complainant and the respondent, if desirable. If a resolution satisfactory to both the complainant and the respondent is reached within 24 calendar days from the filing of

the complaint, through the efforts of the supervisor, the supervisor shall close the case, sending a written notice to that effect to the complainant and respondent. The written notice, a copy of which shall be attached to the original complaint form in the manager/owner file, shall contain the terms of any agreement reached by complainant and respondent, and shall be signed and dated by the complainant, the respondent and the supervisor.

Eye-View Investigations & Security Agency

PROCESS FOR ATTENDANCE POLICY

_____I have read and been informed about the content, requirements, and expectations of the attendance policy for hourly employees at ***EYEVIEW INVESTIGATIONS & SECURITY AGENCY.***

_____I have received a copy of the policy and agree to abide by the policy guidelines as a condition of my employment and my continuing employment at ***EYEVIEW INVESTIGATIONS & SECURITY AGENCY.***

_____I understand that if I have questions, at any time, regarding the attendance policy, I will consult with my immediate supervisor or the owner/manager of the company.

Please read the policy carefully to ensure that you understand the policy before signing this document.

Employee Printed Name: _____

Employee Signature: _____

Date: _____

Eye-View Investigations & Security Agency

QUALITY ASSURANCE PROGRAM

- Evaluation forms are used to measure each employee on the job performance on a monthly basis by supervisor.

- Owner/Manager discusses evaluation with each employee as needed.

- Employee random drug testing ensues so as to ensure quality and safe performance by owner/manager.

- Employee spot checks are conducted for uniform compliance by supervisor.

- Daily monitoring of employee attendance is performed by supervisor.

Eye-View Investigations
&
Security Agency
1102 Scott St.
Laredo, Texas 78040
(956) 712-9990

October 2, 2012

City of Laredo
City Hall - Third Floor
1110 Houston
Laredo, Texas 78040

RE: Proposal for Security Guard Services

I, Gerardo Gonzalez, owner of Eye-View Investigations and Security Agency, humbly submit my bid for professional security guard services to ***City of Laredo***. Eye-View Security Agency is a Laredo established business and has served the Laredo and WEBB County areas diligently for over ten years.

It remains my personal goal to provide top-rated services and round the clock availability to all clients. It is my hope that ***City of Laredo*** will consider my bid.

I have enclosed additional information regarding my record of assurance and commitment in providing high-quality services.

Respectfully,

Gerardo "Jerry" Gonzalez
Owner/Manager

Bidder Information:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document".

Firm Name: EyeView Security Agency

Signature of person authorized to sign bid: _____ Date: 2-Oct-12

Print Name of person authorized to sign bid: Gerardo "Jerry" Gonzalez

Title: Owner

Business Address: 1102 Scott Suite 2C

City, State, Zip Code: Laredo, Texas 78040

Telephone Number: 956-712-9990 Fax Number: _____

Contact Person Email Address: eyeview_investigations@hotmail.com

Federal Tax ID Number: 45-4285274

Bidders Principal/Corporate Place of Business Address: 1102 Scott Suite 2C

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: LLC

If other state business status: _____

State how long under its present business name: 10 Years

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE):	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify		
This company is not a certified minority business:	☐				

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

Texas Department of Public Safety www.dps.texas.gov
Regulatory Services Division
PRIVATE SECURITY PROGRAM
CERTIFICATE OF LIABILITY INSURANCE

INSURED'S INFORMATION • *MUST USE MOST CURRENT FORM*

This certificate is issued as a matter of information only and confers **no rights** upon the certificate holder.

Name of Insured (MUST EXACTLY MATCH NAME ON PRIVATE SECURITY FILE)	Eye-View Investigations & Security Agency	Private Security Company License Number	C10212
Insured's Address (MUST EXACTLY MATCH ADDRESS ON PRIVATE SECURITY FILE)	1102 Scott, Suite 2-C		
City	Laredo	State (2- Digit Code) TX	ZIP 78040

REMAINDER OF FORM MUST BE FILLED OUT BY THE INSURANCE AGENT

POLICY INFORMATION (LIMITS of COVERAGE)

The insurance policy must contain minimum limits of $100,000 per occurrence for bodily injury and property damage, and $50,000 per occurrence for personal injury with a minimum total aggregate amount of $200,000 for all occurrences. The below does not amend, extend or alter the coverage afforded by the policies issued.

Limits of (Commercial General) Liability:

Bodily Injury/ Property Damage	$ 1,000,000.00	Personal Injury	$ 1,000,000.00	Aggregate	$ 2,000,000.00

Policy Number	EOL5972111-05	Effective Date (MM/DD/YYYY)	04/17/2012	Expiration Date (MM/DD/YYYY)	04/17/2013

Exclusions & Endorsements: (CHECK ALL THAT APPLY)

- O Armed Coverage
- O Guard Dog Coverage
- O Bond Forfeiture Apprehension Coverage
- O Liquor Exclusion
- O Government Housing Exclusion

All coverage excluded by endorsement and related to the provision of security services. (For this purpose, other forms may be attached and incorporated by reference):

Security for Bars, Taverns, Lounges, Nightclubs; Bail Bondsmen; Bounty Hunting; Bouncer; Asbestos/Total Pollution; Employment Related Practices; Terrorism; Mobile Equipment; Canine, Firearms

Insurance Binders are NOT acceptable, as they are a temporary insurance arrangement used until a permanent policy can be issued and that for Department purposes of Certificate of Liability Insurance a permanent policy must be currently in effect.

Chapter 1702 Occupations Code provides that insurance certificates executed and filed with the Department **shall remain in force and effect** until the insurer has terminated future liability by a 10 day notice to the Private Security Program.

INSURANCE COMPANY INFORMATION (AUTHORIZED REPRESENTATIVE)

Insurance Company	Steadfast Insurance Company				
Insurance Agent/ Agency	Peter Costanza, Costanza Insurance Agency, Inc.				
Address	9101 LBJ Freeway, Suite 150				
City	Dallas	State (2- Digit Code)	TX	ZIP	75243
Texas Insurance License Number	0006056615			Phone	(800) 346-0942

Insurance Agent's Signature _____ Date 04/23/2012

This form and any attachments can be:

- Emailed to: RSD_Customer_Relations@dps.texas.gov
- Faxed to: **(512) 424-5774 (Insurance Compliance Section)**
- Mailed to: **Texas Department of Public Safety**
  Private Security Program MSC 0242
  PO Box 4087
  Austin, TX 78773-0001

PSB-05 (Rev. 02/2012)
Approved by Texas Dept. of Insurance

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.

4

Signature of person doing business with the governmental entity

Date

30.8 ****Required Submittal

DBE PARTICIPATION FORM
(LTMI Disadvantage Business Enterprise Program)

No. FY 12-101

Name of Contractor: EyeView Security Agency

Name of DBE Participant	Address	Type of Work or Contract Items of Parts Provided	Project Start & Finish Date	% of work to be completed
Gerardo "Jerry" Gonzalez	1102 Scott Suite 2C Laredo, Texas 78040	Security Services (GUARD)	2012-2014	100%

The undersigned will enter into a formal agreement with the DBE Participants for wok listed in this Schedule upon execution of a contract with the Laredo Transit Management Incorporated

NOTE: Any business listed above must be certified as a Disadvantage Business Enterprise (DBE) by the LTMI.

34.0 Required Submittals

The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses.

34.1 Section I - Overview of Company The reputation of the bidder; overview of company, business strategy

It is City of Laredo's desire to establish a strong, lasting relationship with its suppliers. 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, financial viability and structure.

34.1.1 Provide an overview of your company.

34.1.2 Please submit proper documentation that your company is fully equipped and competent to perform this work and that such work will be performed in full compliance with all provisions of the Texas Occupations Code Chapter 1702 – Private Security.

34.1.3 Names and license numbers of the employees that are licensed. Provide a summary of their experience and training.

34.1.3 Has your company been disqualified or debarred from participating in any RFP's/Bids in the last 5 years? If yes, please provide details.

34.2 Section II An evaluation of the pricing to the City of Laredo.
Provide proposed pricing for all the equipment and service listed.

34.2.1 Bid Schedule

Location	Column A Total Hrs./wk.	Column B Hourly Rate	Column C Weekly Total (A x B)	Column D Yearly Cost (Column C x 52)
International Bridge I	56	$ 9.18	$ 514.08	$ 26,732.16
International Bridge II	56	$ 9.18	$ 514.08	$ 26,732.16
Bridge III - Colombia Solidarity	56	$ 9.18	$ 514.08	$ 26,732.16
Bridge IV – World Trade Bridge	72	$ 9.18	$ 660.96	$ 34,369.92
City Hall	110	$ 9.18	$ 1009.80	$ 52,509.60
City Hall Annex	50	$ 9.18	$ 459.00	$ 23,868.00
Health Department	109	$ 9.18	$ 1000.62	$ 52,032.24
Health WIC Clinics	139	$ 9.18	$ 1276.02	$ 66,353.04
Civic Center (estimate for bid determination)	40	$ 9.18	$ 367.20	$ 19,094.40
Laredo Municipal Housing Corporation	98	$ 9.18	$ 899.64	$ 46,781.28
Solid Waste Department	84	$ 9.18	$ 771.12	$ 40,098.24
Wastewater Treatment Department	168	$ 9.18	$ 1542.24	$ 80,196.48
Transit Center	112	$ 9.18	$ 1028.16	$ 53,464.32
			Estimated Yearly Total	$ 548,967.84

34.1.3

EyeView Security Agency has never been debarred from participating in any RFP's/Bids in the last 5 years.

Motions **49.**

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Robert Eads, Assistant City Manager
Initiated By: Robert Eads

Staff Source: Stephen Geiss

SUBJECT

Amending the contract with First Recycling LLC for the operation of the City's Material Recovery Facility to include the recommendations of Mejia and Company such as maintaining a dedicated bank account, further clarification on net revenue sharing and other explicatory language.

PREVIOUS COUNCIL ACTION

On 06/06/2016 City Council Directed Staff to follow recommendations as stated in page 10 of Mejia & Co.'s summary wherein allowable expenses are specified and clearly defined in the contract, guidelines be established as to maximum expense limit, define contingencies if allowable expenses exceed actual operation-related expenses,provide mechanisms for adjusting the budget as the year progresses, require First Recycling to use best accounting practices including using one account for City business, include Exhibit B in the revised contract with a defined budget, require that returns and profits be proportional pursuant to equity, perform a feasibility study to determine whether ollection of commercial and government recycling is possible, and appoint a named City official to be responsible for accepting monthly reports.

BACKGROUND

Mejia and Company performed an audit of First Recycling LLC's accounting and reporting for the operation of the City's MRF, and pursuant to their findings made several recommendations to improve and clarify points in the contract with the City.

COMMITTEE RECOMMENDATION

Approval

STAFF RECOMMENDATION

Staff recommends approval

Attachments

Amendment

STATE OF TEXAS §
§
§ **KNOWN ALL MEN BY THESE PRESENTS**
§
COUNTY OF WEBB §

SECOND AMENDMENT
OPERATING AND MARKETING SERVICES AGREEMENT
CITY OF LAREDO AND FIRST RECYCLING, L.L.C.
Dated:_____

This amendment replaces the prior amendment dated November 21, 2014. This contract amendment is entered into and executed between the City of Laredo (the "City"), First Recycling, L.L.C. ("Operator"), amending that original contract dated February 27, 2012, a copy of which is attached hereto as **Exhibit "A**," and replacing the Amendment signed November 21, 2014, a copy of which is attached hereto as **Exhibit "B"** between the City and Operator for the operation and management of the City's Materials Recovery Facility (MRF) and the sales and marketing of recycling materials collected by the City.

WITNESSETH

WHEREAS, the City of Laredo (City), is a municipal corporation chartered under the laws of the State of Texas, with its principal place of business being located at 1110 Houston St., Laredo, Texas; and,

WHEREAS, First Recycling, L.L.C. (Operator), is a limited liability corporation, incorporated in the' State of Texas, whose local place of business is located at 6425 Polaris Drive, Suite 10, Laredo, Texas 78045; and,

WHEREAS, the Operator was found to provide the best value to the City to operate and manage the City's MRF and sell and market recycling materials collected by the City.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the City and the Operator do mutually agree as follows.

ARTICLE I -CONTRACT PERIOD

This contract is in effect until 11/21/29. The terms of the renewal periods to be negotiated before the expiration to the said terms should OPERATOR notify the CITY of its intention to exercise such option, in writing, at least sixty (60) days before the expiration of the prior term.

ARTICLE II-SCOPE OF WORK

The CITY will provide collected materials commingled (as collected). The CITY collects recycling materials every week through a curbside recycling blue bin program. The recyclable materials collected include newspaper, plastic, aluminum cans, office waste paper, corrugated cardboard, steel and tin cans. All recycling materials collected by the CITY will be delivered to the MRF by CITY and resulting waste from the recycling material processing will be transported from the site to the City Landfill by the CITY, once a day, Monday through Friday with the exception of official City Holidays when City Employees are not available to transport waste generated. The OPERATOR will manage and operate the MRF, processing, classifying, and baling the incoming recycling materials, Monday through Friday. The operator shall process all materials received within five (5) working days of receipt of the material. The OPERATOR shall be responsible for all sales and marketing of the classified and baled recycling materials.

ARTICLE III –MANAGEMENT

All operations of the plant, hiring and firing of employees, hours of operation and similar operating decisions will be made by the OPERATOR. The OPERATOR shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin. The OPERATOR shall provide a sufficient number of employees to operate the facility, one of whom will be the manager. The salaries and other expenses related to the employees shall be the responsibility of the OPERATOR **(See Exhibit "B")**.

The OPERATOR shall be responsible for all operating expenses to include supplies, fuel, utilities, insurance, telephone, fax, electronic mail, and repairs. OPERATOR shall owe a duty to the City to operate the RECYCLING CENTER AND the sales and marketing of recycling materials collected by the City in good faith and with the intent to maximize net profitability. Such duty shall be equivalent to the fiduciary duty a trustee owes a beneficiary of a trust and the OPERATOR's failure to maintain such duty to the City shall be a material breach of this Agreement and an Event of Default. Moreover, any expense the OPERATOR incurs during any fiscal year that was not a budgeted, or amended budgeted item approved by City, shall not be credited as operational cost when calculating net profits for that fiscal year.

The OPERATOR shall be responsible for insuring that the facility meets all city, state and federal guidelines, rules and regulations governing the facility and its operations. All operations shall be conducted in compliance with all applicable ordinances and laws. All recycled material inventoried shall be kept in such a way that it protects the health and safety of all who enter the premises. Nothing in this Agreement shall be construed in any manner to abridge the right of the CITY to pass or enforce necessary police, health, or safety regulations for the protection of its inhabitants.

The CITY will obtain all licenses and permits necessary for the operation of the facility. The OPERATOR agrees to indemnify the CITY in the event the CITY is required to pay any penalties or

fines to any state or federal regulatory agency, due to acts or omissions of negligence by The OPERATOR, its officers, agents, servants, employees or assigns.

The OPERATOR will be responsible for all business and maintenance within the building and for the care and maintenance of all CITY owned machinery or equipment used by the OPERATOR for MRF operations. The CITY shall maintain the grounds, parking lot and fences outside the building.

The OPERATOR shall keep a dedicated bank account in which to contain only activity related to its recycling agreement transactions.

ARTICLE IV -EQUIPMENT AND FACILITIES MAINTENANCE

The OPERATOR shall maintain and perform regularly scheduled preventative maintenance including, but not limited to, lubrication, adjustments, and inspections on all sorting, baling and material handling equipment and machinery, and maintain all other process and waste handling equipment in good order to render efficient production subject to the terms of this contract.
The OPERATOR shall not allow litter to escape the premises at any time. The Materials Recovery Facility, including all vehicles, and containers, offices, and rest room facilities shall be kept in a clean and sanitary condition.

No equipment shall be removed from the premises without the written approval of the CITY.

The OPERATOR will notify the CITY in writing of any substantial modifications to equipment, processes or facilities. No substantial modifications shall be made without the written approval of the CITY.

ARTICLE V -SALE OF RECYCLED MATERIALS

The OPERATOR shall be responsible for the sales, marketing and advertising of all recycling bins as well as all expenses, including the promoting and marketing of the recycling bins for third-party advertising on the recycling bins. All revenues from sales of ALL ADVERTISING in excess of operating expenses shall be shared equally (50/50) between the CITY and the OPERATOR. All revenue payments due to the CITY shall be paid at the end of each quarter, after the first year of this contract shall be paid within 30 days of the end of each quarter.

The OPERATOR shall be responsible for the sales and marketing of all recycled materials as well as all sales and marketing expenses. All revenues from sales of the recycled materials exceeding operating expenses shall be shared 70% OPERATOR and 30% CITY until 11/20/16, and (50/50) thereafter between the CITY the OPERATOR. All revenue payments due to the CITY shall be paid at the end of each quarter, after the first year of this contract.

ARTICLE VI -RECORDS AND REPORTING

The OPERATOR shall provide to the Finance Director and Solid Waste Manager monthly reports showing operating expenses, production, inventory, and sales NO LATER THAN 30 DAYS AFTER END OF EACH MONTH. Expense reports shall include a detailed accounting of operating expenses sufficient to determine actual operating expenses for the purpose of calculating the sharing of revenues defined in Article V of this contract. Production reports shall, at a minimum, include tons of each material processed and tons of each material baled. Inventory reports, at a minimum, shall show a bale and weight count of each material in stock and available for sale. Sales reports, at a minimum, shall include tons of each material sold, names and addresses of the buyers of the material and sales price of the each material.

OPERATOR shall be required to submit each annual budget to the City for approval on or before July 31 of the preceding year. Within ten (10) business days of receipt, City shall either approve or deny the annual budget for the subsequent year. The City's approval of the annual budget shall not be unreasonably withheld, delayed or denied. Moreover, in its review of the annual budget the City may not impose its own business judgment over that of OPERATOR'S, with regards to the operation or marketing; but rather shall review the budget to verify that it does not include expenditures, including but not limited to OPERATOR'S proposed payments of bonuses or stipends to OPERATOR'S employees that could reasonably be determined to be unnecessary or excessive for the operation and marketing of a RECYCLING CENTER. Any expense the OPERATOR incurs during any fiscal year that was not a budgeted or amended budgeted item approved by City, shall not be credited as operational cost when calculating net profits for that fiscal year.

ARTICLE VII -INSPECTION AND ACCESS TO FACILITY

The CITY and any of its authorized representatives shall have the right at all times to enter and inspect the MRF. The CITY, with prior notice to the OPERATOR, shall have the right to schedule tours of the facility to groups or individuals during operating hours.

ARTICLE VIII -INSURANCE & INDEMNITY

A. INSURANCE

1. The OPERATOR 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.

2. Commercial General Liability in the name of the OPERATOR in minimum amount of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage which coverage shall include products/completed operation

($1,000,000 products completed/operations aggregate) written on an occurrence form. Contractual liability must be maintained covering the OPERTATORS obligation contained in the contract.

3. Workers' Compensation Insurance, at statutory requirements limits, including Employers' Liability coverage in a minimum limits of $1,000,000 each occurrence each accident and $1,000,000 disease each-occurrence and $1,000,000 each disease aggregate.

4. Commercial Auto Liability insurance at minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

5. The City of Laredo shall be named as an additional insured with respect to General and Auto Liability. A waiver of subrogation in favor of the City of Laredo shall be contained in the workers' compensation and all liability policies. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Laredo of any material change in the insurance coverage. All insurance policies shall be endorsed to the effect that the City of Laredo will receive at least sixty (60) days notice prior to cancellation or non-renewal of insurance. All insurance policies, which name the City of Laredo as an additional insured must be endorsed to read as primary coverage regardless of the application of other insurance. Insurer must be rated A or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. All liability policies shall contain no cross liability exclusion or insured versus insured restrictions.

B. INDEMNITY

The OPERATOR shall at all times defend, indemnify, save and hold harmless the CITY and each of its officers, agents, servants and employees from any and all suits, actions, claims, losses or damages of any character and from all expenses incidental to the defense of such suits action or claims based upon or arising out of any injury, disease, sickness or death of any person or persons, or any damages to any property including environmental damage caused by any act of omission of the OPERATOR or its officers, agents, servants, employees, or anyone else under the OPERATOR'S direction and control and arising out of, occurring in connection with, resulting from or caused by the performance or failure of performance or the nonperformance of said work, service or business. Upon notice given to the OPERATOR by CITY, The OPERATOR must defend, at its own expense, any said action or suit brought against the CITY and legal counsel chosen by the OPERATOR to defend CITY must be satisfactory to CITY.

ARTICLE IX –EXCLUSIVITY

The OPERATOR shall have the sole right and exclusive license to operate the MRF in conjunction with the CITY OF LAREDO or to provide such services to the CITY OF LAREDO.

ARTICLE X –ASSIGNMENT

No assignment of the Agreement or any right accruing under the Agreement shall be made in whole or in part by the OPERATOR.

ARTICLE XI –DEFAULT & TERMINATION

A. DEFAULT

In the event that the CITY deems that The OPERATOR is in default of this Agreement in any term, manner or requirement, the CITY shall notify The OPERATOR, by Certified Mail, Return Receipt Requested, of such default and The OPERATOR shall have thirty (30) days after receipt of such notice in which to cure such default. If The OPERATOR is unable to cure the default within thirty (30) days, The OPERATOR will notify CITY and CITY may extend the period to cure, but it must do so in writing. If The OPERATOR has not cured the default within such thirty (30) day period or within the extended period of time granted by CITY to cure such default CITY may, at its option, either extend the time to cure or terminate this Agreement. If the CITY is in default of the Agreement in any term, manner or requirement, The OPERATOR shall notify CITY by Certified Mail, Return Receipt Requested, of such default. If CITY has not cured or commenced to cure any default within such thirty (30) day period, The OPERATOR may, at its option, terminate this Agreement or extend the time to cure.

In the event of a termination caused by The OPERATOR'S default, the CITY shall have the right to take over the work or portion thereof and prosecute the same, by contract, or otherwise, for the account and at the expense of The OPERATOR. The OPERATOR shall be liable to the CITY for any excess costs, expenses, and revenues occasioned by CITY in taking over the service, and in such event the CITY may take possession and utilize in prosecuting the work, such appliances, equipment and sites as may have been used by The OPERATOR and are necessary therefore. After issuance by CITY of its notice of intention to terminate the contract, The OPERATOR shall not remove from the CITY any of its equipment normally used in the prosecution of the work until arrangements to continue the work, by contract or otherwise, have been completed by the CITY.

B. TERMINATION

This contract may be terminated before the stated termination date by any of the following conditions:

1. By mutual agreement and consent, in writing of both parties.

2. In writing, by the CITY as a consequence of OPERATOR's failure to perform the services set forth herein. Upon thirty (30) days written notice to the OPERATOR.

3. By either party, upon failure of the other party to fulfill its obligations as set forth herein with proper notice given.

ARTICLE XII –NOTICES

All notices, payments, reports, statements or demands, which are given or made to either The OPERATOR or CITY, as provided for in this contract, or incident to its terms, or in the exercise of the police power of the CITY, may be effected by personal delivery in writing or by certified mail, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section.

BY CERTIFIED MAIL OR HAND DELIVERY

CITY: City of Laredo
C/o City Manager
P.O. Box 579
Laredo, Texas78042-0579

OPERATOR: First Recycling, LLC.
C/o Saul Villarreal
14203 Business St. InterAmerica Industrial Park
Laredo Texas 78041

ARTICLE XIII -STRICT COMPLIANCE/ENTIRE AGREEMENT

All provisions of the Agreement shall be strictly complied with and conformed to by the parties hereto and no amendment to this Agreement will be made except upon written consent of the parties. This Agreement contains the entire agreement between the parties and no previous proposal, writing or correspondence shall be binding after the execution of this Amendment to the Agreement. This Agreement may be amended, in writing only, from time to time by mutual consent of the parties as conditions may dictate.

ARTICLE XIV –SEVERABILITY

If any, provision, section, subsection, sentence, clause or phrase of this Agreement, or the application of same to any person or set of circumstance, is for any reason held to be unconstitutional, void, invalid or for any reason unenforceable, the validity of the remaining portion

of this Agreement or its application to other person or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Laredo in adopting this Agreement that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity, and all provisions are declared severable for that purpose.

ARTICLE XV -FORCE MAJEURE

Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods or any other cause not reasonably in control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by force majeure either party is prevented from full performance of its obligations under this agreement, written notice shall be provided by the other party within three days.

ARTICLE XVI -APPLICABLE LAW

This agreement shall be construed under, and in accordance with, the laws of the State of Texas as amended from time to time, and all obligations of the parties created by this agreement are performable and enforceable in Webb County, Texas.

IN WITNESS WHEREOF, the City of Laredo acting by and through its City Manager, and First Recycling, LLC., have executed this agreement in duplicate originals, each of equal dignity.

EXECUTED this the ___ day of September, 2016.

CITY OF LAREDO:

_____
Jesus M. Olivares
City Manager
Date:

FIRST RECYCLING, L.L.C.:

_____
Saul Villarreal
Managing Partner
Date:

ATTEST:

CITY OF LAREDO:

_____
Heberto “Beto” Ramirez
Acting City Secretary
Date:

APPROVED AS TO FORM:

_____
Raul Casso
City Attorney

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Robert Eads, Assistant City Manager
Staff Source: Riazul I. Mia, P.E., CFM

SUBJECT

Award of a construction contract to the lowest responsible bidder, Trillium LLC dba Cobalt Construction, Laredo,Texas in the amount of $1,226,629.75 for the South Laredo Waste Water Treatment Plant Administration Building Project. The contract time is one hundred ten (110) working days. Funding is available in the 2011 Sewer Revenue Bond.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo South Laredo Wastewater Treatment Plant Administration Building scope of work includes the construction of a new visitors and employee parking lot, access driveway, new administration and service building as per plans and specifications prepared by Sepulveda Associates Architects, Inc.

The Bids are as follows:

BID #	COMPANY NAME	BID AMOUNT
1	Davila Construction, San Antonio, Tx.	$1,398,000.00
2	Azar Services LLC, Laredo, Tx.	$1,500,000.00
3	Vision Construction, Co., Laredo, Tx.	$1,612,285.00
4	Trillium LLC dba Cobalt Construction, Laredo, Tx.	$1,226,629.75

The Consultant (Sepulveda Associates Architects, Inc.) is recommending the award of the project to Trillium LLC dba Cobalt Construction, Laredo, Texas for the Base Bid amount of $1,226,629.75

COMMITTEE RECOMMENDATION

Operations Committee and Finance Committee

STAFF RECOMMENDATION

To approve Motion

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	Y
Source of Funds:	2011 Sewerevenue Bond
Account #:	559-4285-538-0308
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Attachments

Recommendation Letter

SEPULVEDA
ASSOCIATES
ARCHITECTS
INC.

August 29, 2016

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
South Laredo WWTP Administration Building
309 Riverfront Street, Laredo, Texas
Bid Tabulation and Letter of Recommendation
Architect's Project No. 2015-08

Dear Mr. Mia,

On Thursday, August 18th, 2016 at 4:00 PM the City of Laredo City Secretary's Office received four formal bids for subject project. The bidders and base bid amounts were registered as follows:

1.	Davila Construction, Inc.	$1,398,000.00
2.	Azar Services LLC	$1,500,000.00
3.	Vision Construction, Co.	$1,612,285.00
4.	Trillium LLC dba Cobalt Construction	$1,226,629.75

I. We have reviewed the submitted information by the apparent lower for Trillium/Cobalt Construction and offer the following comments:

1. The firm is a reputable general contractor established in Laredo. Texas.
2. The main contact and officer for the firm is Eduardo Salido, Managing Member and resides in Laredo. The managing partner is Ramon Diez Barroso and he resides in Laredo, Texas
3. The submitted Bid Bond POA No. 5220806 is from SureTec Insurance Company with an address of Houston, Texas signed 8/16/16 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 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 (a local AIA, Architect and local developer project manager) in which Cobalt Construction has performed successful construction projects to the complete satisfaction of the Owners. Cobalt Construction has constructed residential and commercial buildings ranging in size from half a million to over $7,000,000 including numerous retail strip centers, storage facilities, office finish outs, restaurants, large and small warehouses with associated offices, trucking terminal and offices. The firm has experienced personnel, maintain project schedules, and staff the projects well with experienced qualified subcontractors. The bid form subcontractor's lists appear to include a good list of local experienced subs for this project.

Therefore, Sepulveda Associates Architects, Inc. recommends that subject project be awarded to Trillium LLC dba Cobalt Construction, Laredo, Texas for the Base Bid amount of $1.226,629.75.

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.

Attachments: Trillium LLC dba/ Cobalt Construction - Bid Documents, References, Project Lists - City Secretary Bid Documents

Date: August 19, 2016
Time: 9:30 am
Place: City Secretary's Office
Bid: South Laredo Wastewater Treatment Plant Administration Bldg.

Attendance List

Name	Company	Address	Telephone
Lely Cortez	Davila Construction		956 231 9142 Fax 220 3908
CHARLES TUDIS	VISION CONST CO. INC.	6017 McPHERSON	956 280 3553
Tiffany L. Franklin	CSO	1110 Houston St.	791-7308
JORGE F. ARECHIGA	AZAR SERVICES	HILLSIDE	

City of Laredo Bid Tabulation

Date: August 19, 2016 **Time: 9:30 am** **Place: City Secretary's Office** **Bid: South Laredo Wastewater Treatment Plant Admin. Bldg.**		**#1** Davila Construction San Antonio, TX Addendum: ✓		**#2** Azar Services LLC Laredo, TX Addendum: ✓		**#3** Vision Construction Co. Laredo, TX Addendum: ✓		**#4** ~~Trillium~~/Cobalt Const. Laredo, TX ↓ Trillium Addendum: ✓ Bond &
	Bid Bond	Yes ✓ No__ N/A __		Yes ✓ No__ N/A __		Yes ✓ No__ N/A __		Yes ✓ No__ N/A __ Check
Description	**Item No.**	Unit Price	Ext. Bid	Unit Price	Ext. Bid	Unit Price	Ext. Bid	Unit Price / Ext. Bid
Base Amount			1,398,000.00		1,500,000.00		1,612,285.00	~~1,226,629~~ 1,226,629.37

ORIGINAL

#1

BID FORM

CITY OF LAREDO

SOUTH LAREDO WASTEWATER TREATMENT PLANT ADMINISTRATION BUILDING
309 RIVERFRONT ST.
LAREDO, TEXAS

ARCHITECT'S PROJECT NO. 2015 -8
JUNE 17, 2016

Required Submission of Bid Form
INCLUDE ALL SHEETS 1 THRU 15

Please Submit 1 Original
Sign and Initial All Pages as Required

TD T.D Initial

BID FORM

To: The City of Laredo, Texas

Honorable Pete Saenz, Mayor

From: Davila Construction, Inc.
Contractor

Address: 520 Bonham St. San Antonio, Tx. 78205

Phone: (210) 224-5887

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: **(Please initial and date):**

Addendum No. 1: TD 8/4/2016
Addendum No. 2: TD 8/11/2016
Addendum No. 3: _____
Addendum No. 4: _____
Addendum No. 5: _____

Acknowledgment of other documents: **(Please initial and date):**

Wage Determination: TD 8/18/2016
Labor Provisions: TD 8/18/2016
Affirmative Action Program: TD 8/18/2016

TD T.D. _____ **Initial**

BID BOND

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Davila Construction, Inc.

as Principal, and Mid-Continent Casualty Company as Surety, are hereby held and firmly bound unto

City of Laredo, Utilities Department

as Owner in the penal sum of five percent of greatest amount bid by principal for payment of which, well and truly to be made, we hereby jointly an severally bid ourselves, our heirs, executors, administrations, successors and assigns.

Signed, this 18th day of August, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to

City of Laredo, Utilities Department a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the

2015-8 South Laredo Wastewater Plant Administration Building

New Visitor and Employee Parking Lot

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that he obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

_____ **Initial**

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set fourth herein.

Davila Construction, Inc.

(L.S.)

Principal

Mid-Continent Casualty Company

Surety

By: Barbara Newcomb

Barbara Newcomb, Attorney-in-Fact

DD **Initial**

MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **MID-CONTINENT CASUALTY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. Paul Adam, Peter Batjer, Lisa Friend, Kate Jauregui, Susan Muniz, Barbara Newcomb, Joe O'Connor and Casey Simmons, all of SAN ANGELO, TX

IN WITNESS WHEREOF, the **MID-CONTINENT CASUALTY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29 day of February , 2016

MID-CONTINENT CASUALTY COMPANY CORPORATE SEAL OHIO

ATTEST:

SHARON HACKL Secretary

MID-CONTINENT CASUALTY COMPANY

TODD BAZATA VICE PRESIDENT

On this 29 day of February , 2016 before me personally appeared TODD BAZATA , to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Mid-Continent Casualty Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

JULIE CALLAHAN NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA WAGONER COUNTY

Commission # 11008253

My Commission Expires: 09-08-19

JULIE CALLAHAN Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Mid-Continent Casualty Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL , Secretary of **Mid-Continent Casualty Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 18th day of August, 2016

MID-CONTINENT CASUALTY COMPANY CORPORATE SEAL OHIO

SHARON HACKL Secretary

VOID IF BOX IS EMPTY

TD

CITY OF LAREDO
UTILITIES DEPARTMENT
BID SCHEDULE

PROJECT: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

BASE BID AMOUNT $ 1,398,000 .00

WRITTEN IN WORDS: ONE MILLION THREE HUNDRED NINETY EIGHT THOUSAND 00/100 DLLS

Davila Constrution, Inc.
Contractor

TONY DAVILA — President
Signature — Title

520 Bonham — San Antonio, TX — 78205
Address — City/State — Zip Code

Telephone Number: (210) 224-5887

Fax Number: (210) 224-5735

Date: August 17, 2016

NOTE: **ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETED IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.**

TD T.D. **Initial**

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Base Proposal

Materials Incorporated into the project: $ 560,000

All Other Charges (include Allowances) For Base Bid:..... $ 838,000

Total For Base Bid: ..... **$** 1,398,000

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

Construction contract time for the project is 110 Working Days.

TD T.D. **Initial**

INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: Webb County C.S.C.D/ PAL Office Building
   Value of Contract: $ 800,000.00
   Date Completed: December 31, 2015

2. Name of Project: Chacon Creek Pedestrain Trail
   Value of Contract: $ 1,156,000.00
   Date Completed: January 22, 2016

3. Name of Project: Canizales Boxing Gym Expansion
   Value of Contract: $ 1,283,500.00
   Date Completed: July 24, 2015

Experience Data: Include the resume of the full time job Superintendent.

Please view attachment.

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

NOTE: TO BE SUBMITTED UPON REQUEST IS NOT AN ACCEPTABLE ANSWER.

TD T.D. **Initial**

SUPERINTENDENT PROFILE

Mario A. Rojas

DAVILA CONSTRUCTION, INC.

GENERAL SUPERINTENDENT

Over 25 Years Experience

EXPERIENCE:

1989-Present

- Maintains the construction jobsite on a daily basis through clear communication between all parties involved
- Follows and coordinates all on-site activities based on project schedule
- Actively communicates with project manager to ensure smooth transitioning between
- construction phasing
- Enforces quality control through inspections of the jobsite while enforcing safety policies and procedures
- Establishes a close rapport with owners, owners' representatives and architects ensuring customer satisfaction.

Education	
Civil Engineer on Technologic of Nuevvo Laredo Graduated	1989
Electric, Mechanic Installations Training on Conalep	1990
Human Resources Handle with Psicologos Industriales Assoc.	1991
Microsoft Office in Nuevo Laredo City College	1992-1994
Design AutoCAD Level II in ITESM (Technologic of Monterrey)	1999
English Course Level I & II on Laredo Community College, Laredo, TX	2000
English Course Level III on Texas A& M International University, Laredo, TX	2001
Supervisor Training in SONY	2001

RELEVANT PROJECTS:

Canizales Boxing Gym	$1,3000,000.00	Laredo, TX
Chacon Creek Pedestrian Trail	$1,200,200.00	Laredo, TX
Webb County Probation Building Renovation	$800,00.00	Laredo, TX
City of Laredo Concrete Paving Annual Contract	$200,000.00	Laredo, TX
City Utilities Offices Remodeling	$60,000.00	Laredo, TX
Laredo Community College Misc. Projects	$50,000.00	Laredo, TX
TAMIU Killam Library Renovations Novoeau Co. Dallas, TX	$ 30,000.00	Laredo, TX
Webb County Housing Rehab	$200,000.00	Laredo, TX
City of Laredo Civic Center Canterea Remodeling	$45,000.00	Laredo, TX
City Utilities Bartlett Parking Lot Milling	$20,000.00	Laredo, TX
Cross Dock Building Utilities, Sewer, Water Plumbing, Office Finish Out	$432,000.00	Laredo, TX

520 Bonham Street
San Antonio, Texas 78205
Phone:(210) 224-5887 / Fax:(210) 224-5735
Www.davilaconstruction.com

TD

Project: City of Laredo
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Proposed Progress Schedules:

Please view attachment.

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

motor grader - John Deer 2012	water truck - GMC 2008
backhoe - Case 2008	loader - Case 2010
roller compactor - John Deer 2010	dump truck - International 2005

Subcontractors: **(Submit a list of proposed Subcontractors and Suppliers. List sources, types and manufacturers of proposed materials)**

Attached List is required to be submitted with Bid Forms.

See Page 10, 11 and 12.

NOTE: **TO BE SUBMITTED UPON REQUEST IS NOT AN ACCEPTABLE ANSWER.**

TD T.D. **Initial**

Contractor: Davila Construction Inc./ Romo Contractors LLC
City of Laredo South Laredo Waste water treatment Plant Administration Building

WORK SCHEDULE

DESCRIPTION	MONTH	110 working Days MONTH	MONTH	MONTH	MONTH	MONTH
	1	2	3	4	5	6
SITE WORK						
WATER & SEWER SYSTEM						
PLUMBING						
ELECTRICAL						
CONCRETE						
MASONRY						
METAL FRAMING & TRUSSES						
CARPENTRY						
MECHANICAL						
THERMAL AND MOISTURE						
DOORS AND WINDOWS						
FINISHES						
ESPECIALTIES,FURNISHING,EQUIPMENT						

TD

City of Laredo
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

GENERAL CONTRACTOR'S SUBCONTRACTORS AND SUPPLIERS

THIS LIST MUST BE FILLED OUT AND SUBMITTED WITH PROPOSAL FORMS!

ITEM	*NAME*	*CONTACT*	*PHONE NO.*
DIVISION 2 SITEWORK:			
02110 Site Clearing	A-Rod	Guillermo Campos	956-269-1888
02200 Earthwork	A-Rod	Guillermo Campos	956-269-1888
02240 Paving Base Course	A-Rod	Guillermo Campos	956-269-1888
02281 Termite Control	Madrigal Pest Control	Salvador Madrigal	956-286-1064
02665 Water Systems	ALCE Construction	Alfredo Cepeda	956-286-2890
02730 Sanitary Sewage	ALCE Construction	Alfredo Cepeda	956-286-2890
02810 Irrigation System	ALCE Construction	Alfredo Cepeda	956-286-2890
02900 Landscaping	Marquez Nursery	Salvador Marquez	956-237-3016
DIVISION 3 CONCRETE:			
03100 Concrete Formwork	Triple A Concrete	Alfredo Mata	956-237-6832
03200 Concrete Reinforcement	Triple A Concrete	Alfredo Mata	956-237-6832
03300 Cast In Place Concrete	Triple A Concrete	Alfredo Mata	956-237-6832
03345 Concrete Finishing	Triple A Concrete	Alfredo Mata	956-237-6832
DIVISION 4 MASONRY:			
04220 Concrete Masonry Unit	Mata Construction	Jose Mata	956-333-3561
04230 Reinforced Unit Masonry	Mata Construction	Jose Mata	956-333-3561
DIVISION 5 METALS:			
05400 Metal Roof Framing Trusses	Aftermath Roofing	JuanDominguez	956-753-7663
05500 Metal Fabrications	Aftermath Roofing	Juan Dominguez	956-753-7663
DIVISION 6 WOOD AND PLASTICS:			
06100 Miscellaneous Carpentry	Colmenero Construction	Francisco Colmenero	956-220-0447
06300 Wood Treatment	Rio Grande Materials	Joseph/Joe Orengo	956-791-8383
06400 Architectural Woodwork	Urbina Cabinets	Margarito Urbina	956-220-0501
DIVISION 7 THERMAL AND MOISTURE PROTECTION:			
07110 Membrane Waterproofing	Rio Grande Materials	Joseph/Joe Orengo	956-791-8383
07160 Bituminous Dampproofing	Rio Grande Materials	Joseph/Joe Orengo	956-791-8383
07210 Building Insulation & Fire Safing	Rio Grande Materials	Joseph/Joe Orengo	956-791-8383
07215 Roof Decking and Rigid Deck Insulation	Rio Grande Material	Joseph/ Joe Orengo	956-791-8383

T.D. **Initial**

07410 Pre-finished Pre-form Standing Seam Roof System-Soffit Panels Aftermath Roofing Juan Dominguez 956-753-7663
07600 Flashing and Sheet Metal Aftermath Roofing Juan Dominguez 956-753-7663
07900 Sealants and Caulking Romo Contractors Juan C. Rodriguez 956-771-7079

DIVISION 8 DOORS AND WINDOWS:

08100 Metal Doors and Frames South Central Hardware Pablo Garza 956-723-8234
08210 HP Plastic Laminate Wood Doors South Central Hardware Pablo Garza 956-723-8234
08320 Aluminum Windows Gateway Glass Jose Flores 956-723-2016
08420 Aluminum Storefront Window System Gateway Glass Jose Flores 956-723-2016
08710 Finish Hardware South Central Hardware Pablo Garza 956-723-2016
08800 Glazing South Central Hardware Pablo Garza 956-723-2016

DIVISION 9 FINISHES:

09110 Metal Stud System Rio Grande Material Joseph/ Joe Orengo 956-791-8383
09200 Lath & Plaster Rio Grande Material Joseph/ Joe Orengo 956-791-8383
09260 Gypsum Wallboard System RioGrande Material Joseph/ Joe Orengo 956-791-8383
09300 Tile Work Romo Contractors Juan C. Rodriguez 956-771-7079
09510 Acoustical Suspended Ceilings RioGrande Material Joseph/Joe Orengo 956-791-8383
09515 Acoustical Wall Panels RioGrande Materials Joseph/Joe Orengo 956-791-8383
09900 Painting Romo Contractors Juan C. Rodriguez 956-771-7079

DIVISION 10 SPECIALTIES:

10100 Visual Display Boards Rio Grande Material Joseph/Joe Orengo 956-791-8383
10170 Toilet Compartment In Stock Specialties 361-596-3525
10200 Architectural Louvers & Vents Rio Grande Material Joseph/Joe Orengo 956-791-8383
10450 Signage / Cast Letters The Southwell Co David Robledo 210-223-1831
10500 Metal Lockers Vaughn Storage System Chris Cruzan 972-491-7981
10520 Fire Extinguishers and Cabinets Vaughn Storage System Chris Cruzan 972-491-7981
10800 Toilet Room Accessories Crossroad Specialist Linda Chanek 361-575-4142
10810 Metal Plaque The Southwell Co. David Robledo 210-223-1831

DIVISION 11 EQUIPMENT:
11132 Manaul Projection Screen Da-Lite David Sweeney 832-260-6370

DIVISION 12 FURNISHINGS:
12520 Horizontal Louver Blind Cantu Interior Vidal Cantu 956-645-0401

DIVISION 14 CONVEYING SYSTEM:
Section not required

DIVISION 15 MECHANICAL:

HVAC System Installer / Supplier Temprite Mechanical Virgilio Barrera 956-726-3826
Plumbing System Installer / Supplier Orozco Plumbing Gilbert Orozco 956-727-7059
Testing, Adjusting and Balancing Temprite Mechanical Virgilio Barrera 956-726-3826

TD T.D. **Initial**

Division 16 – ELECTRICAL

Electrical System Installer / Supplier Escamilla Construelek Oscar Escamilla 956-220-2912

General Contractor's FULL TIME Superintendent Mario Rojas 956-652-1125

Others…

NOTE: Owner and Architect have the right to accept or reject manufacturer, supplier, subcontractor for not complying with specifications, or poor past performance as determined by Owner or references. No additional compensation will be allowed.

T.D. **Initial**

CHECKLIST FOR BIDDERS
(INCLUDE WITH BID FORM FORMS)

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

All information required by the terms of the Bid Documents must be furnished. **MISTAKES OR OMISSIONS CAN BE COSTLY AND CAN RESULT IN THE REJECTION OF YOUR BID.** Important items for you to check are included in but not limited to, those listed below.

[✓] Have you acknowledged receipt of all addenda to the plans and specifications?
[✓] Have you acknowledged reading Spec section Texas Ethics Commission Sheets 1 thru 4?
[✓] Have you acknowledged reading Spec section Texas Administrative Code Sheets 1 thru 3?
[✓] Is your bid properly signed? (Refer to Bid Documents)
[✓] Include bid guarantee.
[✓] Is your bid guarantee in the proper amount? (5% of total bid price)
[✓] Your bid guarantee must be in the form of a Bidder's Bond, a Certified Check or Cashier's Check.
[✓] If your bid guarantee is in the form of a Bidder's Bond, is the bond properly signed by both the bidder and surety and are all required seals affixed?
[✓] Is the surety company qualified and licensed by the State of Texas as required by the provisions of the bid documents?
[✓] Is the name in which you submitted the bid the same on your bid proposal as on the Bidder's Bond?
[✓] Are decimals in unit prices in the proper places? Are your figures legible?
[✓] Are all erasures or corrections initialed by the person signing the bid or by an authorized representative of the person signing the bid.
[✓] Do not restrict your bid by altering any provisions of the Bid Document or by attaching any documents to the Bid Form that takes exception to the Bid Documents.
[✓] Have you included all pages of the Bid Form with your bid? Total 13 Pages. Are all blanks in the Proposal properly completed (equipment brands, alternate materials, etc.)?
[✓] Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct project name and bid opening date?

[✓] **Attach signed copy of this Check List (Page 13/ Bid Form 1 thru 13) for Bidders.**

Tony Davila President — Type Name and Title
08/17/2016 — Date

Davila Construction, Inc. — Firm Name

TONY DAVILA — Signature

TD T.D. **Initial**

#2
ORIGINAL

BID FORM

CITY OF LAREDO

SOUTH LAREDO WASTEWATER TREATMENT PLANT ADMINISTRATION BUILDING
309 RIVERFRONT ST.
LAREDO, TEXAS

ARCHITECT'S PROJECT NO. 2015 -8
JUNE 17, 2016

Required Submission of Bid Form
INCLUDE ALL SHEETS 1 THRU 15

Please Submit 1 Original
Sign and Initial All Pages as Required

BR **Initial**

BID FORM

To: The City of Laredo, Texas

Honorable Pete Saenz, Mayor

From: Azar Services LLC
Contractor

Address: 201 W. Hillside St #23
Phone: (956) 717-0023

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: **(Please initial and date):**

Addendum No. 1: 8/4/16 - BR
Addendum No. 2: 8/11/16 - BR
Addendum No. 3: _____
Addendum No. 4: _____
Addendum No. 5: _____

Acknowledgment of other documents: **(Please initial and date):**

Wage Determination: 8/18/16 - BR
Labor Provisions: 8/18/16 - BR
Affirmative Action Program: 8/18/16 - BR

BR **Initial**

Project: City of Laredo
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Baltazar Ramos
being first duly sworn, deposes and says

That he is President, AZA Services LLC
(a Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Baltazar Ramos
Signature of

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 18th day of August, 2016.

Notary Public

My Commission expires

7-6-19

NOTARY PUBLIC STATE OF TEXAS
AGUSTIN HERNANDEZ
My Commission Expires
July 6, 2019

BR **Initial**

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS AZAR SERVICES. LLC as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 1330 Post Oak Boulevard, Suite 1100, Houston, Texas 77056, as surety, hereinafter called the "Surety," are held and firmly bound CITY OF LAREDO UTILITY DEPARTMENT as obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF THE GREATEST AMOUNT BID (5%) Percent of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SOUTH LAREDO WASTEWATER TREATMENT PLANT ADMINISTRATION BUILDING – PROJECT NO. 2015-8

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated 18TH day of AUGUST, 2016

AZAR SERVICES, LLC
(Principal)

BY: Balbir Nanwani

TITLE: President

SureTec Insurance Company

BY: Mary Ellen Moore
MARY ELLEN MOORE, Attorney-in-Fact

POA #: 4221023

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Mary Ellen Moore, Steve Addkison, Cathleen Hayles, Aaron Endris, Rene Goforth, Tricia Balolong

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 5/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 11th day of February, A.D. 2016

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 11th day of February, A.D. 2016 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 18TH day of AUGUST, 2016, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

BID BOND

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____

_____

as Principal, and _____ as
Surety, are hereby held and firmly bound unto

_____

as Owner in the penal sum of _____
for payment of which, well and truly to be made, we hereby jointly an severally bid ourselves, our heirs, executors, administrations, successors and assigns.

Signed, this _____ day of _____, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to

_____ a certain Bid,
attached hereto and hereby made a part hereof to enter into a Contract in writing for the

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that he obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

BK **Initial**

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set fourth herein.

_____ (L.S.)
Principal

_____
Surety

By: _____

BR **Initial**

CITY OF LAREDO
UTILITIES DEPARTMENT
BID SCHEDULE

PROJECT: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

BASE BID AMOUNT $ 1,500,000.00 .00

WRITTEN IN WORDS: One million five hundred thousand dollars and zero cents

Azar Services LLC
Contractor

Balfyn Nanor — President
Signature — Title

201 W. Hillside Ste 23 — Laredo, TX — 78041
Address — City/State — Zip Code

Telephone Number: (956) 717-0023

Fax Number: (956) 717-0024

Date: 8/18/2016

NOTE: **ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETED IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.**

BK **Initial**

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Base Proposal

Materials Incorporated into the project: $ 1,060,000.00

All Other Charges (include Allowances) For Base Bid:..... $ 440,000.00

Total For Base Bid: ..... $ 1,500,000.00

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

Construction contract time for the project is 110 Working Days.

DR **Initial**

INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: Slaughter Park Improvements Phase II
   Value of Contract: $563,231.41
   Date Completed: 04/2015

2. Name of Project: Upper Zacate Creek Soccer Complex
   Value of Contract: $521,534
   Date Completed: 03/2015

3. Name of Project: Needmore Ranch Waterline Improvements
   Value of Contract: $2,190,291.72
   Date Completed: 12/2014

Experience Data: Include the resume of the full time job Superintendent.

Macario Diaz-De Leon - 17 years of Construction and utility experience.

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

Yes

NOTE: TO BE SUBMITTED UPON REQUEST IS NOT AN ACCEPTABLE ANSWER.

BR **Initial**

Project: City of Laredo
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Proposed Progress Schedules:

110 calendar days

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

CAT - Excavator 2012
CAT - Backhoe 2012
STIHL - Concrete saw 2015
Ford - Watertruck 1995
D6 - Dozer 2011
CAT - Roller 2011
CAT - Generator

Subcontractors: **(Submit a list of proposed Subcontractors and Suppliers. List sources, types and manufacturers of proposed materials)**

Attached List is required to be submitted with Bid Forms.

See Page 10, 11 and 12.

NOTE: **TO BE SUBMITTED UPON REQUEST IS NOT AN ACCEPTABLE ANSWER.**

BR **Initial**

City of Laredo
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

GENERAL CONTRACTOR'S SUBCONTRACTORS AND SUPPLIERS

THIS LIST MUST BE FILLED OUT AND SUBMITTED WITH PROPOSAL FORMS!

ITEM	*NAME*	*CONTACT*	*PHONE NO.*
DIVISION 2 SITEWORK:			
02110 Site Clearing	Azar Services LLC	Balt Ramos	(956)286-4439
02200 Earthwork	Azar Services LLC	Balt Ramos	(956)286-4439
02240 Paving Base Course	Soliz Paving	Ray Soliz	(956)725-3330
02281 Termite Control	Bug Busters	Tony Vedusco	(956)791-0011
02665 Water Systems	Azar Services LLC	Balt Ramos	(956)286-4439
02730 Sanitary Sewage	Azar Services LLC	Balt Ramos	(956)286-4439
02810 Irrigation System	David Smith		(956) 206-6052
02900 Landscaping	David Smith		(956) 206-6052
DIVISION 3 CONCRETE:			
03100 Concrete Formwork	Juan Hernandez		(956) 326-9400
03200 Concrete Reinforcement	Rios Steel	Victor Ramos	(956)725-2242
03300 Cast In Place Concrete	City Ready Mix	Benito Hinojosa	(956)722-6315
03345 Concrete Finishing	Juan Hernandez		(956) 326-9400
DIVISION 4 MASONRY:			
04220 Concrete Masonry Unit	Juan Hernandez		(956)326-9400
04230 Reinforced Unit Masonry	Juan Hernandez		(956) 326-9400
DIVISION 5 METALS:			
05400 Metal Roof Framing Trusses	Trio's Interprises	Vegilio	(956)724-8096
05500 Metal Fabrications	Trio's Interprises	Vegilio	(956)724-8096
DIVISION 6 WOOD AND PLASTICS:			
06100 Miscellaneous Carpentry	J-Stan	Jorge Arechiga	(956)235-3065
06300 Wood Treatment	J-Stan	Jorge Arechiga	(956)235-3065
06400 Architectural Woodwork	J-Stan	Jorge Arechiga	(956)235-3065
DIVISION 7 THERMAL AND MOISTURE PROTECTION:			
07110 Membrane Waterproofing	J-Stan	Jorge Arechiga	(956)235-3065
07160 Bituminous Dampproofing	J-Stan	Jorge Arechiga	(956)235-3065
07210 Building Insulation & Fire Safing	J J Flores		(956) 725-1484
07215 Roof Decking and Rigid Deck Insulation	Trio's Interprises	Vegilio	(956)724-8096

BR **Initial**

07410 Pre-finished Pre-form Standing Seam Roof System-Soffit Panels J. J. Flores (956) 725-1484
07600 Flashing and Sheet Metal Trio's Enterprise Virgilio (956) 724-8096
07900 Sealants and Caulking J-Stan Jorge Arechiga (956) 235-3065

DIVISION 8 DOORS AND WINDOWS:

08100 Metal Doors and Frames J-Stan Jorge Arechiga (956) 235-3065
08210 HP Plastic Laminate Wood Doors J-Stan Jorge Arechiga (956) 235-3065
08320 Aluminum Windows Jorge Arechiga (956) 235-3065
08420 Aluminum Storefront Window System Jorge Arechiga (956) 235-3065
08710 Finish Hardware J-Stan Jorge Arechiga (956) 235-3065
08800 Glazing J-Stan Jorge Arechiga (956) 235-3065

DIVISION 9 FINISHES:

09110 Metal Stud System J-Stan Jorge Arechiga (956) 235-3065
09200 Lath & Plaster J-Stan Jorge Arechiga (956) 235-3065
09260 Gypsum Wallboard System J-Stan Jorge Arechiga (956) 235-3065
09300 Tile Work J-Stan Jorge Arechiga (956) 235-3065
09510 Acoustical Suspended Ceilings Jorge Arechiga (956) 235-3065
09515 Acoustical Wall Panels J-Stan Jorge Arechiga (956) 235-3065
09900 Painting J-Stan Jorge Arechiga (956) 235-3065

DIVISION 10 SPECIALTIES:

10100 Visual Display Boards J-Stan Jorge Arechiga (956) 235-3065
10170 Toilet Compartment J-Stan Jorge Arechiga (956) 235-3065
10200 Architectural Louvers & Vents J-Stan Jorge Arechiga (956) 235-3065
10450 Signage / Cast Letters J-Stan Jorge Arechiga (956) 235-3065
10500 Metal Lockers J-Stan Jorge Arechiga (956) 235-3065
10520 Fire Extinguishers and Cabinets J-Stan Jorge Arechiga (956) 235-3065
10800 Toilet Room Accessories J-Stan Jorge Arechiga (956) 235-3065
10810 Metal Plaque J-Stan Jorge Arechiga (956) 235-3065

DIVISION 11 EQUIPMENT:
11132 Manaul Projection Screen _____

DIVISION 12 FURNISHINGS:
12520 Horizontal Louver Blind _____

DIVISION 14 CONVEYING SYSTEM:
Section not required

DIVISION 15 MECHANICAL:

HVAC System Installer / Supplier Orozco's Air Conditioning (956) 568-0270
Plumbing System Installer / Supplier Orozco's Plumbing Gabriel Orozco (956) 727-7059
Testing, Adjusting and Balancing Orozco's Air Conditioning (956) 568-0270

BR **Initial**

Division 16 – ELECTRICAL

Electrical System Installer / Supplier Ruben Cantu

General Contractor's FULL TIME Superintendent Jorge Arechiga

Others…
Baltazar Ramos Macario Diaz-De Leon.

NOTE: Owner and Architect have the right to accept or reject manufacturer, supplier, subcontractor for not complying with specifications, or poor past performance as determined by Owner or references. No additional compensation will be allowed.

BR **Initial**

CHECKLIST FOR BIDDERS
(INCLUDE WITH BID FORM FORMS)

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

All information required by the terms of the Bid Documents must be furnished. **MISTAKES OR OMISSIONS CAN BE COSTLY AND CAN RESULT IN THE REJECTION OF YOUR BID.** Important items for you to check are included in but not limited to, those listed below.

[✓] Have you acknowledged receipt of all addenda to the plans and specifications?
[✓] Have you acknowledged reading Spec section Texas Ethics Commission Sheets 1 thru 4?
[✓] Have you acknowledged reading Spec section Texas Administrative Code Sheets 1 thru 3?
[✓] Is your bid properly signed? (Refer to Bid Documents)
[✓] Include bid guarantee.
[✓] Is your bid guarantee in the proper amount? (5% of total bid price)
[✓] Your bid guarantee must be in the form of a Bidder's Bond, a Certified Check or Cashier's Check.
[✓] If your bid guarantee is in the form of a Bidder's Bond, is the bond properly signed by both the bidder and surety and are all required seals affixed?
[✓] Is the surety company qualified and licensed by the State of Texas as required by the provisions of the bid documents?
[✓] Is the name in which you submitted the bid the same on your bid proposal as on the Bidder's Bond?
[✓] Are decimals in unit prices in the proper places? Are your figures legible?
[✓] Are all erasures or corrections initialed by the person signing the bid or by an authorized representative of the person signing the bid.
[✓] Do not restrict your bid by altering any provisions of the Bid Document or by attaching any documents to the Bid Form that takes exception to the Bid Documents.
[✓] Have you included all pages of the Bid Form with your bid? Total 13 Pages. Are all blanks in the Proposal properly completed (equipment brands, alternate materials, etc.)?
[✓] Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct project name and bid opening date?

[✓] Attach signed copy of this Check List (Page 13/ Bid Form 1 thru 13) for Bidders.

Baltazar Ramos - President
Type Name and Title

8/18/2016
Date

Azar Services LLC
Firm Name

Baltaz Ramos
Signature

BR **Initial**

AZARS-1 OP ID: PP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/16/2016

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 Walthall, Sachse & Pipes, Inc 300 E. Sonterra #1100 San Antonio, TX 78258 Kevin Semtner	CONTACT NAME: Kevin Semtner PHONE (A/C, No, Ext): 210-384-0000 FAX (A/C, No): 210-384-0110 E-MAIL ADDRESS: ksemtner@wspinsurance.com
INSURED Azar Services, LLC dba Azar Utility Contractors 201 W Hillside Suite 23 Laredo, TX 78041	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Crum & Forster Specialty Ins INSURER B : Allmerica Financial Benefit INSURER C : Texas Mutual Ins Co — 22945 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			EPK111091	12/22/2015	12/22/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
A	X ded 5,000 Bl/PD						MED EXP (Any one person)	$ 10,000
	per occurence						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			AWD9905593	04/09/2016	04/09/2017	BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB [ ] CLAIMS-MADE			EFX102280	12/22/2015	12/22/2016	AGGREGATE	$ 3,000,000
	DED [X] RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A	N/A		TSF1211617	04/30/2016	04/30/2017	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

INSCOPY

INSURED'S COPY

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
Kevin Semtner

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GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement//cmbl/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1271865142000**
File/Vendor Number:	**467652**
Approval Date:	**20-MAY-2016**
Scheduled Expiration Date:	**20-MAY-2020**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

AZAR SERVICES, L.L.C.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 20-MAY-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement/cmbl/cmblhub.html) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev.01/15

VISION CONSTRUCTION COMPANY, INC.

COMMITTED TO EXCELLENCE

Thursday, August 18, 2016

#3

City Secretary's Office
City Hall Building
1110 Houston Street, 3rd floor
Laredo, TX
Re: South Laredo Wastewater Treatment Plant 2015-8

Dear City Secretary:

It is with great pleasure that Vision Construction submit this proposal to the City of Laredo for this project. As a small, minority firm we are excited about an opportunity such as this to support your needs.

We hope that you find our proposal satisfactory to your requirements, and most importantly that you will give Vision Construction an opportunity to demonstrate our extensive construction and project management experience. Should you need anything please feel free contact me at gsalinas@visionconstructionco.com

We look forward to doing business with you and City of Laredo on this very important addition to the City's Wastewater Treatment Plant.

Respectfully Submitted,

Gina M. Salinas

Gina M. Salinas, Director of Marketing/Community Relations

San Antonio Corporate Office
4242 Woodcock Dr., Suite 230
San Antonio, Texas 78228

Laredo Office
6017 McPherson, Suite A
Laredo, Texas 78041

McAllen Office
1109 Nolana Ave., Suite 201
McAllen, Texas 78501

Table of Contents:

1. Bid Form
2. Non-Collusive Affidavit
3. Bid Bond
4. Bid Schedule
5. Statement of Materials and Other Chargers
6. Information from Bidders
    a. Experience Data
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    c. Proposed Progress Schedule
    d. Equipment
    e. Subcontractors
7. General Contractor's Subcontractors and Suppliers
8. Checklist for Bidders
9. Certificate of Insurance

BID FORM

CITY OF LAREDO

SOUTH LAREDO WASTEWATER TREATMENT PLANT ADMINISTRATION BUILDING
309 RIVERFRONT ST.
LAREDO, TEXAS

ARCHITECT'S PROJECT NO. 2015 -8
JUNE 17, 2016

Required Submission of Bid Form
INCLUDE ALL SHEETS 1 THRU 15

Please Submit 1 Original
Sign and Initial All Pages as Required

NF Initial

BID FORM

To: The City of Laredo, Texas

Honorable Pete Saenz, Mayor

From: Vision Construction Company Inc
Contractor

Address: 6017 McPherson, Ste A-1, Laredo, TX 78041
Phone: 210-299-0707

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: 8/4/16 NF
Addendum No. 2: 8/11/16 NF
Addendum No. 3: _____
Addendum No. 4: _____
Addendum No. 5: _____

Acknowledgment of other documents: (Please initial and date):

Wage Determination: 8/18/16 NF
Labor Provisions: 8/18/16 NF
Affirmative Action Program: 8/18/16 NF

NF **Initial**

Project: City of Laredo
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Noel Flores
being first duly sworn, deposes and says

That he is President
(a Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 17 day of AUGUST, 2016.

Notary Public

My Commission expires
4/14/2020

KIMBERLY J. GARCIA
ID #10117982
My Commission Expires
April 14, 2020

NF Initial

BID BOND

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Vision Construction Company, Inc., 4242 Woodcock Drive, Suite 230, San Antonio, TX 78228

as Principal, and SureTec Insurance Company as
Surety, are hereby held and firmly bound unto
City of Laredo
as Owner in the penal sum of Five Percent of Greatest Amount Bid By Principal
for payment of which, well and truly to be made, we hereby jointly an severally bid ourselves, our heirs, executors, administrations, successors and assigns.

Signed, this 18th day of August, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to

City of Laredo a certain Bid,
attached hereto and hereby made a part hereof to enter into a Contract in writing for the
Construction of South Laredo Wastewater Treatment Plant Administration Building

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that he obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

DF **Initial**

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set fourth herein.

Vision Construction Company, Inc.

_____ (L.S.)

Principal

SureTec Insurance Company

Surety

By: _____

Thomas E. Whitney, Attorney-In-Fact

Initial

POA #: 4221086

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Catherine M. Martinez, Deborah L. Jung, Michael N. Venson, Robert B. Wray, S. West Warren, Thomas E. Whitney, Donald E. Miller, Jr.

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 11th day of June , A.D. 2015

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 11th day of June , A.D. 2015 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 18th day of August, 2016 A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at
PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

CITY OF LAREDO
UTILITIES DEPARTMENT
BID SCHEDULE

PROJECT: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

BASE BID AMOUNT $ 1,612,285 .00

WRITTEN IN WORDS: ONE MILLION, SIX HUNDRED TWELVE THOUSAND, TWO HUNDRED EIGHTY-FIVE DOLLARS

Vision Construction Company Inc
Contractor

Signature — President
Title

6017 McPherson, Ste A-1, Laredo, TX 78041
Address — City/State — Zip Code

Telephone Number: (210) 299-0707

Fax Number: (210) 299-0800

Date: 8/18/2016

NOTE: **ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETED IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.**

NF **Initial**

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Base Proposal

Materials Incorporated into the project: $ 713,318.00

All Other Charges (include Allowances) For Base Bid:..... $ 898,967.00

Total For Base Bid: ..... $ 1,612,285.00

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

Construction contract time for the project is 110 Working Days.

NF _____ **Initial**

INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: Jefferson Water Plant Administration Building
   Value of Contract: $4,738,325.00
   Date Completed: 8/8/2016

2. Name of Project: City of Laredo Animal Care Facility
   Value of Contract: $1,407,000.00
   Date Completed: 11/30/2013

3. Name of Project: Jim Hogg County ISD
   Value of Contract: $3,961,804.12
   Date Completed: In Progress

Experience Data: Include the resume of the full time job Superintendent.

Project Manager - Martin Ramirez
Superintendent - Charles Tubb

Please see attached profiles on both key personnel members for your review and reference.

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

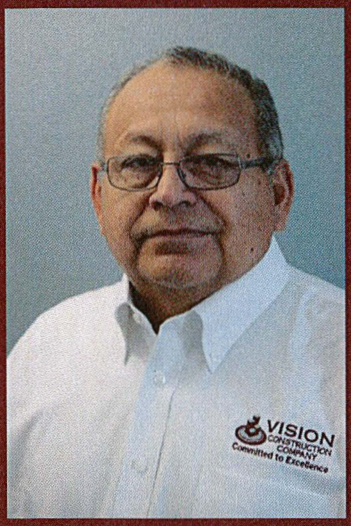
Vision Construction will be ready to comply with financial statments if deemed necessary by Owner

NOTE: TO BE SUBMITTED UPON REQUEST IS NOT AN ACCEPTABLE ANSWER.

NF DR **Initial**

Martin G. Ramirez

Project Manager/Safety and Health Officer



Education:

- Construction Management – San Antonio College

Specialized Trainings:

- OSHA – 10 Hour Training
- Confined Space Training
- Heart Saver First Aid CPR AED
- USACE EM 385-1-1 Standard Safety Training
- Crane and Hoist Training
- Project Quality Management
- Developing Controls and Contract Law
- Major Components for Design and Construction
- Superintendent Training I & II
- Primavera Project Planner P3.1
- OSHA 30- Hour Occupational Safety Certification
- USACE Construction Quality
- Management for Contractors Certificate
- OSHA 4- Hour Excavation, Trenching, and Shorting Certification
- OSHA Excavation Competent Person
- OSHA 4- Hour Scaffolding Safety Certification
- Welders Qualification
- DOD Confidential Permit

www.visionconstructionco.com

CORPORATE ROLE

Martin Ramirez has successfully acted as a Construction Quality Assurance Coordinator and Project Superintendent for more than 40 years. He has a diverse construction skill set including experience with various construction tradees including Architectural, Structural, Mechanical, and Electrical trades.

Mr. Ramirez's English and Spanish proficiency results in well-planned and well-executed projects. His prior experience demonstrates his ability to serve in several capacities within the heavy construction industry handling City, State, Federal, International, and Private construction projects.

Additionally, Mr. Ramirez managed and coordinated quality control and quality assurance for industrial and civil projects as large as $40 million. He oversaw operations on military facilities including barrack renovations. He also provided constant communication with the Naval Facilities Engineering Command (NAVFAC), Army Corp of Engineers and Army Depot personnel.

EXPERIENCE

Jefferson Water Treatment Plant Administration Building

General Contractor for new construction of an approximate 10,700 square foot, two-story building for the City of Laredo Utilities Department. The project will contain administrative areas, as well as interactive water education exhibits areas, learning center, conference room, and observation area. The project also features a landscaped upper terrace level, rain water collection tank, park, and picnic area.
Contract Performance Period: April 2013 – August 2016
Contract Amount to date: $4,700,047.51

- Repair Motor Pool 19012 & Battalion HQ 24002, Fort Hood, Texas
- Cressman Dining Facility, Goodfellow Air Force Base
- Wing Command/EMCS Upgrade, Goodfellow Air Force Base
- Hanger Renovation, Dyess Air Force Base
- Barracks Renovation, Naval Air Station
- Aquatics Training Facility, Fort Sam Houston
- Topaz LMS 100, 250 MGW Power Plant, AEP Energy
- Texas A&M Art and Auditorium Building, Texas A&M Corpus Christi
- LEED Office Facility, Zachery Corporation (LEED Platinum Winner)
- New Laredo Highway Road Expansion, Texas DOT
- IH-10/1604 Loop Bridge and Infrastructure, Texas DOT

VISION
CONSTRUCTION COMPANY, INC

Charles Tubb

Superintendent/Quality Control Manager

Specialized Trainings:

- American Welding Society QC1-Certified Welding Inspector #09122141
- National Institute for Certification in Engineering Technologies Level IV SET Concrete - #070042
- National Institute for Certification in Engineering Technologies Level III CET Asphalt
- National Institute for Certification in Engineering Technologies Level IV CET Solis
- American Concrete Institute Flatwork Finisher Technician #00055387
- American Concrete Field Testing Technician Grade I #00055387
- Component Sales & Service Radiation Safety Officer Training and Certification #2199
- Troxler Electronic Laboratories & Campbell Pacific Nuclear Specific Training & Certified 1985

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CORPORATE ROLE

Charles Tubb has a wealth of experience with extensive background monitoring, enforcing, documenting, and training personnel the awareness of safety by OSHA CFR 1910 sub parts A-Q, S, and Z, safety and health regulations, including US Army Corps of Engineers Safety & Health Requirement manual EM 385-1-1. He is a certified Radiation Safety Officer for the storage, transportation, inventory, and dosage monitoring compliance with the Texas Department of Health and Regulations as set forth by Title 25 Texas Administrative Code 289.

PROJECT EXPERIENCE

Jefferson Water Treatment Plant Administration Building

General Contractor for new construction of an approximate 10,700 square foot, two-story building for the City of Laredo Utilities Department. The project will contain administrative areas, as well as interactive water education exhibits areas, learning center, conference room, and observation area. The project also features a landscaped upper terrace level, rain water collection tank, park, and picnic area.
Contract Performance Period: April 2013 – August 2016
Contract Amount to date: $4,700,047.51

Texas General Land Office Rio Grande Valley Veterans Cemetery Columbarium Expansion

General Contractor for new construction and expansion of the Columbarium through the construction of two Columbarium walls, site work to accommodate the expansion, and an Add Alternate for replacement of the roofing and siding panels in the irrigation pump house at the Rio Grande State Veterans Cemetery in Mission.
Contract Performance Period: April 2014 – October 2014
Contract Amount to date: $328,146.00

Zapata County Independent School District
Zapata High School Welding Shop Renovation

General Contractor for renovation of the High School Welding Shop including both interior and exterior work.
Contract Performance Period: May 2015 – August 2015
Contract Amount to date: $720,383.23

VISION
CONSTRUCTION COMPANY, INC
Committed to Excellence

Project: City of Laredo
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Proposed Progress Schedules:

Vision's proposed progress schedules will comply with contract requirements and allowable specified time as per Owner contract.
Please see attachment

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

Please see attachment

Subcontractors: **(Submit a list of proposed Subcontractors and Suppliers. List sources, types and manufacturers of proposed materials)**

Attached List is required to be submitted with Bid Forms.

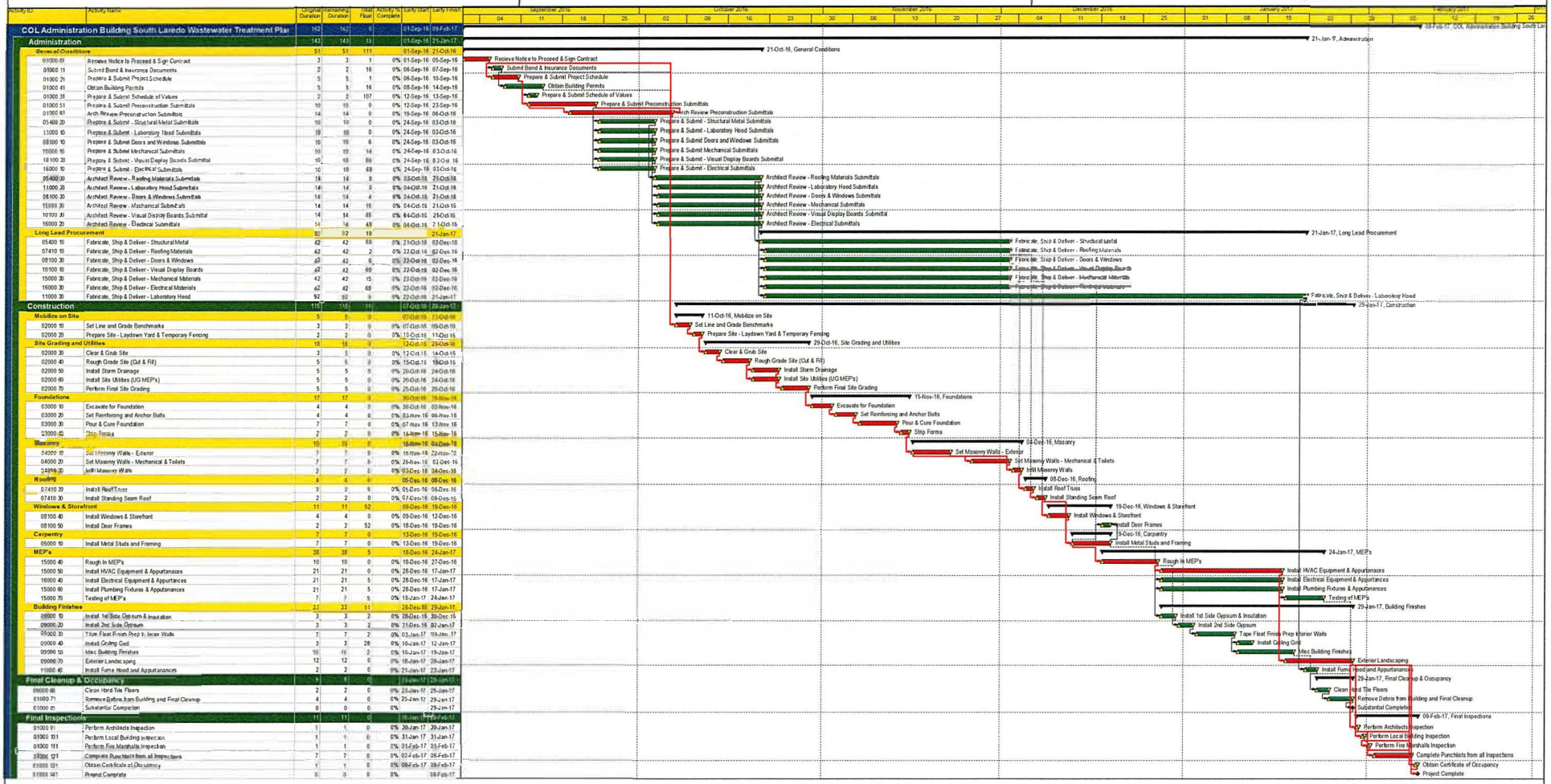
See Page 10, 11 and 12.

NOTE: **TO BE SUBMITTED UPON REQUEST IS NOT AN ACCEPTABLE ANSWER.**

NF **Initial**

COL Administration Building South Laredo Wastewater Treatment Plant

16-Aug-16 22:38



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Project Start: 01-Sep-16

Project Finish: 09-Feb-17

Data Date: 01-Sep-16

Current Equipment (Major Items)

Description	Year	Manufacturer	Model	ID Serial Number
Grasshopper 35HP 72 Mow	2014	Grasshopper		6510298
Grasshopper 35HP 72 Mow	2014	Grasshopper		6510299
Grasshopper 35 HP 72" mower	2014	Grasshoppr		6510759
Grasshopper 35 HP 72" mower	2014	Grasshopper		6510760
Grasshopper 61 Midmount Diesel Mower	2014	Mower	325D-61	
Grasshopper 61" Midmount Diesel	2014	Grasshopper		6416321
Rhino 4155 Flex Wing	2014	Ewald		30015
Deck Mower 72 37hp Tank	2007	Club Cadet		1C100Z30011
Tractor w/ Shredder	2007	Massey Ferguson	583	9365BS32005
Tractor w/ Shredder	2010	Massey Ferguson	583	9365BS33096
Deck Mower 60" 31 HP	2011	Cub Cadet	53A18D&6050	3A089Z40003
15' Batwing Shredder	2011	Woods	BW15LH	1168733
283 Front End Loader	2011	Mahindra	ML283SKC	1168733
Windsor Chariot 3	2013	Windsor Chariot		10061510000055
Windsor Chariot 3	2013	Windsor Chariot	2013	10061510000056
Windsor Chariot 3	2013	Windsor Chariot		1006151000057
DRO- Radius 280 28	2013	DRO		10472030010064
DRO - Radius 280 28	2013	DRO		10472030010078
DRO - Radius 280 28	2013	DRO		10472030010079
15 Ft Flex Wing Rotary	2013	Rhino	FR180	11869
Four Person Utility Vehicle	2013	Kawasaki		JK1AFCR14DB51918
GH Mower Assembley MI 23 HP 61 D	2013	DeWinne	223-61	63113462
Cub Cadet Zero	2013	DeWinne		3A059Z40002
GH Mower Assembly MI 23 HP 48 D	2013	DeWinne	220-48	6311656
Cub Cadet Mower	2013	DeWinne	S66031	1B040Z30012
Gravely Pro Turn	2013	DeWinne	992235	020083
Gravely Pro Turn	2013	DeWinne	992235	021477
Prostance 52 KAW	2013	DeWinne	994112	20270
Prostance 52 KAW	2013	DeWinne	994112	20271
CCC 1.0 4X4 EFI RED	2013	DeWinne		1H190Z500006
IH 1586 W/15 ft Rhino Cu	2013	DeWinne		
Golf Cart	1999	EZ Go		
Slit Seeder	2014	Land Pride	862137	606NT820975
Tractor	2014	Kubota		A11016
Tractor	2014	Kubota		A11018
Flex Wing	2014	Land Pride		861741
Flex Wing	2014	Land Pride		806121
Flex Wing	2014	Land Pride		848029
Flex Wing	2014	Land Pride		860122
Flex Wing	2014	Land Pride		847616
Flex Wing	2014	Land Pride		A790695
Zero Turn Tractor	2014	Kubota		A10595
Case 580 M II 4x4 Loader	2005	Case	580M	N5C388768
Genuine GTH-844 Telehandler	2006	Genuine	GTH-844	GTH0806A-9915
Genie GS1930 Scissor Lift 19'		Genie	GS1930	GS3008B-96573
Genie GS1930 Scissor Lift 19'		Genie	GS1930	GS3008B-91102

City of Laredo
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

GENERAL CONTRACTOR'S SUBCONTRACTORS AND SUPPLIERS

THIS LIST MUST BE FILLED OUT AND SUBMITTED WITH PROPOSAL FORMS!

ITEM	*NAME*	*CONTACT*	*PHONE NO.*

DIVISION 2 SITEWORK:

02110	Site Clearing	
02200	Earthwork	
02240	Paving Base Course	
02281	Termite Control	
02665	Water Systems	
02730	Sanitary Sewage	
02810	Irrigation System	
02900	Landscaping	

DIVISION 3 CONCRETE:

03100	Concrete Formwork	BD Structural Engineers, LLC Kris Barker (210) 446-5500
03200	Concrete Reinforcement	Caution Concrete Sawing Daniel McDonald (210) 669-2036
03300	Cast In Place Concrete	Holes Of San Antonio Fred (210) 349-5256
03345	Concrete Finishing	Myers Concrete Construction Cade Patterson (512) 842-5000

DIVISION 4 MASONRY:

04220	Concrete Masonry Unit	
04230	Reinforced Unit Masonry	

DIVISION 5 METALS:

05400	Metal Roof Framing Trusses	Alamo Iron Works (210) 223-6161
05500	Metal Fabrications	

DIVISION 6 WOOD AND PLASTICS:

06100	Miscellaneous Carpentry	Artistic Counters Hank Gonzalez (210) 651-3281
06300	Wood Treatment	
06400	Architectural Woodwork	

DIVISION 7 THERMAL AND MOISTURE PROTECTION:

07110	Membrane Waterproofing	Beldon Roofing (210) 341-3100
07160	Bituminous Dampproofing	
07210	Building Insulation & Fire Safing	L.D. Tebben Javier Orti z512 416-1476
07215	Roof Decking and Rigid Deck Insulation	

NF _____ **Initial**

07410 Pre-finished Pre-form Standing Seam Roof System-Soffit Panels
07600 Flashing and Sheet Metal
07900 Sealants and Caulking

DIVISION 8 DOORS AND WINDOWS:

08100 Metal Doors and Frames
08210 HP Plastic Laminate Wood Doors
08320 Aluminum Windows
08420 Aluminum Storefront Window System
08710 Finish Hardware
08800 Glazing

DIVISION 9 FINISHES:

09110 Metal Stud System H&H Doors Chase Stanzel (210)344-3081
09200 Lath & Plaster Allegiance Flooring Alvaro Mendoza (210)347-9531
09260 Gypsum Wallboard System Alamo Crosslink Powder Coat Ben Brewer (210)333-5509
09300 Tile Work San Antonio Tile (210) 494-0432
09510 Acoustical Suspended Ceilings Wessely-Thompson Hardware Terry (210)344-3081
09515 Acoustical Wall Panels NEH Commercial Construction Steve Saide (210) 595-0632
09900 Painting Ramos Paint Cesar Ramos (210)273-2602

DIVISION 10 SPECIALTIES:

10100 Visual Display Boards All About Signs (325) 949-7168
10170 Toilet Compartment
10200 Architectural Louvers & Vents
10450 Signage / Cast Letters
10500 Metal Lockers
10520 Fire Extinguishers and Cabinets
10800 Toilet Room Accessories
10810 Metal Plaque

DIVISION 11 EQUIPMENT:
11132 Manaul Projection Screen ATEX Restraunt Supply (325)224-8888

DIVISION 12 FURNISHINGS:
12520 Horizontal Louver Blind

DIVISION 14 CONVEYING SYSTEM:
Section not required

DIVISION 15 MECHANICAL:

HVAC System Installer / Supplier
Plumbing System Installer / Supplier
Testing, Adjusting and Balancing

NF **Initial**

Division 16 – ELECTRICAL

Electrical System Installer / Supplier Central Electric Ernest Martinez (210) 433-9999

General Contractor's FULL TIME Superintendent Charles Tubb

Others…

NOTE: Owner and Architect have the right to accept or reject manufacturer, supplier, subcontractor for not complying with specifications, or poor past performance as determined by Owner or references. No additional compensation will be allowed.

NF **Initial**

CHECKLIST FOR BIDDERS
(INCLUDE WITH BID FORM FORMS)

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

All information required by the terms of the Bid Documents must be furnished. **MISTAKES OR OMISSIONS CAN BE COSTLY AND CAN RESULT IN THE REJECTION OF YOUR BID.** Important items for you to check are included in but not limited to, those listed below.

[✓] Have you acknowledged receipt of all addenda to the plans and specifications?
[✓] Have you acknowledged reading Spec section Texas Ethics Commission Sheets 1 thru 4?
[✓] Have you acknowledged reading Spec section Texas Administrative Code Sheets 1 thru 3?
[✓] Is your bid properly signed? (Refer to Bid Documents)
[✓] Include bid guarantee.
[✓] Is your bid guarantee in the proper amount? (5% of total bid price)
[✓] Your bid guarantee must be in the form of a Bidder's Bond, a Certified Check or Cashier's Check.
[✓] If your bid guarantee is in the form of a Bidder's Bond, is the bond properly signed by both the bidder and surety and are all required seals affixed?
[✓] Is the surety company qualified and licensed by the State of Texas as required by the provisions of the bid documents?
[✓] Is the name in which you submitted the bid the same on your bid proposal as on the Bidder's Bond?
[✓] Are decimals in unit prices in the proper places? Are your figures legible?
[✓] Are all erasures or corrections initialed by the person signing the bid or by an authorized representative of the person signing the bid.
[✓] Do not restrict your bid by altering any provisions of the Bid Document or by attaching any documents to the Bid Form that takes exception to the Bid Documents.
[✓] Have you included all pages of the Bid Form with your bid? Total 13 Pages. Are all blanks in the Proposal properly completed (equipment brands, alternate materials, etc.)?
[✓] Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct project name and bid opening date?

[✓] **Attach signed copy of this Check List (Page 13/ Bid Form 1 thru 13) for Bidders.**

Noel Flores, President — Type Name and Title
8/18/2016 — Date
Vision Construction Company Inc. — Firm Name
Noel Flores — Signature

NF — **Initial**

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her Sub-Contract until the insurance required of the Subcontractor has been so obtained and approved.

a. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable State or Territorial law for all of his/her employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the 5 Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In the case where any class of employees engaged in hazardous work on the project under this Contract and is not protected under the Workmen's Compensation Statute, The Contractor shall provide and shall cause each Subcontractor to provide adequate employee's liability insurance for the protection of such of his/her employee as are not otherwise protected.

b. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of his Contract: Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amount of not less than $1,000,000 for bodily injury, including accidental death, to any one person and an amount not less than $1,000,000 on account of any one occurrence: Property Damage in the amount not less than $1,000,000 per occurrence and $1,000,000 aggregate; and Vehicle Liability of $1,000,000 for any one person or $1,000,000 for each occurrence.

c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his/her Subcontractor to procure and shall maintain during the life of his /her Subcontractor, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amount specified in Subparagraph b. above or, (2) insure the activities of his/her Subcontractors in his/her policy specified in Subparagraph b. above.

d. Scope of Insurance and Special Hazards: The insurance required under Subparagraph b. and c. above shall provide adequate protection for the Contractor and his/her Subcontractor's, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by any one directly or indirectly employed by him/her and also against any of the special hazard which may be encountered in the performance of this Contract.

e. Builder's Risk Insurance (Fire and Extended Coverage): Unless otherwise provided by the Owner, the Contractor shall procure and shall maintain during the life of this Contract Builder's Risk Insurance (Fire and Extended Coverage on a 100 percent (100%)

completed value basis on the insurable portion of the project. The Owner, the Contractor, and Subcontractor (as their interests may appear), shall be named as the Insured.

f. Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The Insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner".
The Owner, the Contractor, and Subcontractor (as their interests may appear), shall be named as the Insured.

g. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. A blanket waiver of subrogation in favor of the City of Laredo shall be contained in the Workers Compensation, and all liability policies.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/14/2016

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 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 Wortham San Antonio Inc. 131 Interpark Blvd. San Antonio, TX 78216 www.worthaminsurance.com	CONTACT NAME: (SA) MaryLynn Lurz PHONE (A/C, No, Ext): 210-249-2303 FAX (A/C, No): 210-223-2806 E-MAIL ADDRESS: marylynn.lurz@worthaminsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Allied Property and Casualty Insurance Company	42579
INSURED Vision Construction Co., Inc. 4242 Woodcock Drive #230 San Antonio TX 78228	INSURER B : Texas Mutual	22945
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 30387947 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:			GLPO3007701101	6/16/2016	6/16/2017	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
	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			BAPC3007701101	6/16/2016	6/16/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☐ UMBRELLA LIAB ☐ OCCUR ✓ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ none			CAD3007701101	6/16/2016	6/16/2017	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001192161	6/16/2016	6/16/2017	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Insured Copy

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 John L. Wortham & Son L.P.

John L. Wortham & Son, L.P.

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#4

BID FORM

CITY OF LAREDO

SOUTH LAREDO WASTEWATER TREATMENT PLANT ADMINISTRATION BUILDING
309 RIVERFRONT ST.
LAREDO, TEXAS

ARCHITECT'S PROJECT NO. 2015 -8
JUNE 17, 2016

Required Submission of Bid Form
INCLUDE ALL SHEETS 1 THRU 15

Please Submit 1 Original
Sign and Initial All Pages as Required

Initial

BID FORM

To: The City of Laredo, Texas

Honorable Pete Saenz, Mayor

From: TRILLIUM LLC d/b/a COBALT CONSTRUCTION
Contractor

Address: 216 W. Village Blvd #304, Laredo, TX
Phone: 956. 727. 2870

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: **(Please initial and date):**

Addendum No. 1: _____ 8/04/16
Addendum No. 2: _____ 8/11/16
Addendum No. 3: _____
Addendum No. 4: _____
Addendum No. 5: _____

Acknowledgment of other documents: **(Please initial and date):**

Wage Determination: _____ 8/18/16
Labor Provisions: _____ 8/18/16
Affirmative Action Program: _____ 8/18/16

_____ **Initial**

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

EDUARDO SALIDO
being first duly sworn, deposes and says

That he is MANG MEMBER
(a Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of EDUARDO SALIDO
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 18th day of August, 2016.

Notary Public

ROSARIO ORDUNA
Notary Public, State of Texas
My Commission Expires
April 24, 2018

My Commission expires

Initial

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

RAMON DIEZ BARRON
being first duly sworn, deposes and says

That he is MANAGING PARTNER
(a Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 18th day of August, 2016.

Notary Public

My Commission expires

ROSARIO ORDUNA
Notary Public, State of Texas
My Commission Expires
April 24, 2018

Initial

BID BOND

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____

_____

as Principal, and _____ as
Surety, are hereby held and firmly bound unto

_____

as Owner in the penal sum of _____
for payment of which, well and truly to be made, we hereby jointly an severally bid ourselves, our heirs, executors, administrations, successors and assigns.

Signed, this _____ day of _____, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to

_____ a certain Bid,
attached hereto and hereby made a part hereof to enter into a Contract in writing for the

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that he obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

Initial

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set fourth herein.

_____ (L.S.)
Principal

_____
Surety

By: _____

Initial

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Trillium, LLC DBA Cobalt Construction as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY,** as surety, hereinafter called the "Surety," are held and firmly bound unto City of Laredo as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest amount bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for South Laredo Wastewater Treatment Plant Administration Building

Proj. No. 2015-8

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 16th day of August, 2016.

Trillium, LLC DBA Cobalt Construction
(Principal)

BY: RAMON DIAZ BARRAZA

TITLE: MANAGER

SURETEC INSURANCE COMPANY

BY: _____
Gregory Kahn , Attorney-in-Fact

POA #: 5220806

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Gregory Kahn

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Trillium, LLC DBA Cobalt Construction
Obligee: City of Laredo
Amount: **$** 1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 16th day of August, 2016, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

CITY OF LAREDO
UTILITIES DEPARTMENT
BID SCHEDULE

PROJECT: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

BASE BID AMOUNT $ 1,226,629.75 .00

WRITTEN IN WORDS: One Million Two Hundred Twenty Six Thousand Six Hundred Twenty Nine Dollars and Seventy Five Cents

TRILLIUM LLC d/b/a COBALT CONSTRUCTION
Contractor

Signature by Eduardo Salido - its Mang. Membr
Title

216 W. Village Blvd #304, Laredo, TX 78041
Address City/State Zip Code

Telephone Number: (956) 727-2870

Fax Number: ( ) 956 - 717-0528

Date: 8/18/16

NOTE: **ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETED IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.**

ES **Initial**

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Base Proposal

Materials Incorporated into the project: $433,565.22

All Other Charges (include Allowances) For Base Bid:..... $793,064.53

Total For Base Bid: .....$ 1,226,629.75

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

Construction contract time for the project is 110 Working Days.

Initial

INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: FED Ex Ground Warehouse
   Value of Contract: $7,528,607.81
   Date Completed: 3/31/2016

2. Name of Project: ICE/ERO Detention Facility & Administration Building
   Value of Contract: $1,640,852.82
   Date Completed: 8/16/16

3. Name of Project: Palos Garza Warehouse
   Value of Contract: $3,024,484.98
   Date Completed: 3/1/16

Experience Data: Include the resume of the full time job Superintendent.

Attached at Final

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

NOTE: TO BE SUBMITTED UPON REQUEST IS NOT AN ACCEPTABLE ANSWER.

GS **Initial**

Project: City of Laredo
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Proposed Progress Schedules:

ATTACHED AT FINAL

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

ATTACHED AT FINAL

Subcontractors: **(Submit a list of proposed Subcontractors and Suppliers. List sources, types and manufacturers of proposed materials)**

Attached List is required to be submitted with Bid Forms.

See Page 10, 11 and 12.

NOTE: **TO BE SUBMITTED UPON REQUEST IS NOT AN ACCEPTABLE ANSWER.**

Initial

City of Laredo
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

GENERAL CONTRACTOR'S SUBCONTRACTORS AND SUPPLIERS

THIS LIST MUST BE FILLED OUT AND SUBMITTED WITH PROPOSAL FORMS!

ITEM	*NAME*	*CONTACT*	*PHONE NO.*
DIVISION 2 SITEWORK:			
02110 Site Clearing	A-ROD CONSTRUCTION	ADRIAN RODRIGUEZ	956.645.9031
02200 Earthwork	A-ROD CONSTRUCTION	ADRIAN RODRIGUEZ	956.645.9031
02240 Paving Base Course	A.ROD CONSTRUCTION	ADRIAN RODRIGUEZ	956.645.9031
02281 Termite Control	AMBUSH EXTERMINATORS	SYLVIA	956.727.2874
02665 Water Systems	A.PLUS PLUMBING	RICARDO AGUILAR	956.237.7810
02730 Sanitary Sewage	A.PLUS PLUMBING	RICARDO AGUILAR	956.237.7810
02810 Irrigation System	MIGUEL ZAPATA	MIGUEL ZAPATA LIC#19016	956.898.7439
02900 Landscaping	DIXIE'S LANDSCAPING	HOMERO LUGO	956.237.7909
DIVISION 3 CONCRETE:			
03100 Concrete Formwork	RAMOS CONCRETE	JAVIER RAMOS	956.237.3767
03200 Concrete Reinforcement	RAMOS CONCRETE	JAVIER RAMOS	956.237.3767
03300 Cast In Place Concrete	RAMOS CONCRETE	JAVIER RAMOS	956.237.3767
03345 Concrete Finishing	RAMOS CONCRETE	JAVIER RAMOS	956.237.3767
DIVISION 4 MASONRY:			
04220 Concrete Masonry Unit	CARACHEO STUCCO & MASONRY	EDGAR CARACHEO	956.237.9739
04230 Reinforced Unit Masonry	CARACHEO STUCCO & MASONRY	EDGAR CARACHEO	956.237.9739
DIVISION 5 METALS:			
05400 Metal Roof Framing Trusses	LIGHT GAUGE SOLUTIONS	VICKIE JONE	682.564.0378
05500 Metal Fabrications	TROIS ENTERPRISES	VIRGILIO DIAZ	956.724.8096
DIVISION 6 WOOD AND PLASTICS:			
06100 Miscellaneous Carpentry	DOS LAREDOS CABINETS	CARLOS BERLANGA	956.645.9136
06300 Wood Treatment	SAGA PAINTING	JESUS HERNANDEZ	956.648.8457
06400 Architectural Woodwork	DOS LAREDO CABINETS	CARLOS BERLANGA	956.645.9136
DIVISION 7 THERMAL AND MOISTURE PROTECTION:			
07110 Membrane Waterproofing	SAGA PAINTING	JESUS HERNANDEZ	956.648.8457
07160 Bituminous Dampproofing	SAGA PAINTING	JESUS HERNANDEZ	956.648.8457
07210 Building Insulation & Fire Safing	SAGA PAINTING	JESUS HERNANDEZ	956.648.8457
07215 Roof Decking and Rigid Deck Insulation	AFTERMATH ROOFING	JUAN DOLLINGER	956.753.7663

Initial

07410 Pre-finished Pre-form Standing Seam Roof System-Soffit Panels MESCO BLDG SOLUTIONS REBECCA PAUL 214.687.9711
07600 Flashing and Sheet Metal MBCI REBECCA PAUL 214.687.9711
07900 Sealants and Caulking RNR REBAR SUPPLY RAMIRO GUEVARA 956.791.1214

DIVISION 8 DOORS AND WINDOWS:

08100 Metal Doors and Frames WALLS + GRIDS MAURO SANCHEZ 956.237.2699
08210 HP Plastic Laminate Wood Doors WALLS & GRIDS MAURO SANCHEZ 956.237.2699
08320 Aluminum Windows QUALITY REFLECTIONS ROBERTO RAMIREZ 956.725.4520
08420 Aluminum Storefront Window System QUALITY REFLECTIONS ROBERTO RAMIREZ
08710 Finish Hardware WALLS & GRIDS MAURO SANCHEZ 956.237.2699
08800 Glazing QUALITY REFLECTION ROBERTO RAMIREZ 956.725.4520

DIVISION 9 FINISHES:

09110 Metal Stud System RIO GRANDE MATERIALS JOE ORENGO 956.286.2700
09200 Lath & Plaster SHERWIN WILLIAMS EDUARDO GARCIA 956.729.9605
09260 Gypsum Wallboard System RIO GRANDE MATERIALS JOE ORENGO 956.286.2700
09300 Tile Work JASON'S TILE JASON FUENTES 956.237.2727
09510 Acoustical Suspended Ceilings WALLS & GRIDS MAURO SANCHEZ 956.237.2699
09515 Acoustical Wall Panels WALLS & GRIDS MAURO SANCHEZ 956.237.2699
09900 Painting SAGA PAINTING JESUS HERNANDEZ 956.648.8457

DIVISION 10 SPECIALTIES:

10100 Visual Display Boards ULINE SALES 800.295.5510
10170 Toilet Compartment PARTITION PLUS TED SMIALEK 800.298.9696
10200 Architectural Louvers & Vents
10450 Signage / Cast Letters SOUTHWELL CO. DAVID ROBLEDO 210.223.1831
10500 Metal Lockers ROUND ROCK IND. EQIP. CARRIE CULPEPPER 512.385.5295
10520 Fire Extinguishers and Cabinets BORDER FIRE GUSTAVO RENDON 956.237.3236
10800 Toilet Room Accessories THE 10TH JACQUELINE FIGUEROA 956.521.3722
10810 Metal Plaque SOUTHWELL CO. DAVID ROBLEDO 210.223.1831

DIVISION 11 EQUIPMENT:
11132 Manaul Projection Screen B+H PHOTO & VIDEO 866.242.7153

DIVISION 12 FURNISHINGS:
12520 Horizontal Louver Blind AVILAS DRAPPERY ALEJANDRO AVILA 956.763.6037

DIVISION 14 CONVEYING SYSTEM:
Section not required

DIVISION 15 MECHANICAL:

HVAC System Installer / Supplier TEMPRITE MECHANICAL RENE SALINAS 956.726.3826
Plumbing System Installer / Supplier A PLUS PLUMBING RICARDO AGUILAR 956.237.0810
Testing, Adjusting and Balancing

Initial

Division 16 – ELECTRICAL

Electrical System Installer / Supplier QFS ELECTRIC HOMERO SALDIVAR 956.728.1550

General Contractor's FULL TIME Superintendent ALBERTO BERNAL

Others…

NOTE: Owner and Architect have the right to accept or reject manufacturer, supplier, subcontractor for not complying with specifications, or poor past performance as determined by Owner or references. No additional compensation will be allowed.

Initial

CHECKLIST FOR BIDDERS
(INCLUDE WITH BID FORM FORMS)

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

All information required by the terms of the Bid Documents must be furnished. **MISTAKES OR OMISSIONS CAN BE COSTLY AND CAN RESULT IN THE REJECTION OF YOUR BID.** Important items for you to check are included in but not limited to, those listed below.

[✓] Have you acknowledged receipt of all addenda to the plans and specifications?
[✓] Have you acknowledged reading Spec section Texas Ethics Commission Sheets 1 thru 4?
[✓] Have you acknowledged reading Spec section Texas Administrative Code Sheets 1 thru 3?
[✓] Is your bid properly signed? (Refer to Bid Documents)
[✓] Include bid guarantee.
[✓] Is your bid guarantee in the proper amount? (5% of total bid price)
[✓] Your bid guarantee must be in the form of a Bidder's Bond, a Certified Check or Cashier's Check.
[✓] If your bid guarantee is in the form of a Bidder's Bond, is the bond properly signed by both the bidder and surety and are all required seals affixed?
[✓] Is the surety company qualified and licensed by the State of Texas as required by the provisions of the bid documents?
[✓] Is the name in which you submitted the bid the same on your bid proposal as on the Bidder's Bond?
[✓] Are decimals in unit prices in the proper places? Are your figures legible?
[✓] Are all erasures or corrections initialed by the person signing the bid or by an authorized representative of the person signing the bid.
[✓] Do not restrict your bid by altering any provisions of the Bid Document or by attaching any documents to the Bid Form that takes exception to the Bid Documents.
[✓] Have you included all pages of the Bid Form with your bid? Total 13 Pages. Are all blanks in the Proposal properly completed (equipment brands, alternate materials, etc.)?
[✓] Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct project name and bid opening date?

[✓] **Attach signed copy of this Check List (Page 13/ Bid Form 1 thru 13) for Bidders.**

EDUARDO SALDO Jr Mang Member — 8/18/16
Type Name and Title — Date

TRILLIUM LLC d/b/a COBALT CONSTRUCTION
Firm Name

Signature

Initial

ALBERTO F. BERNAL
11164 Capistran Lp.
Laredo TX 78045
Email alberto.bernal@live.com.mx
Birth Date: 02 – 23 – 1979
Birth Place: Nuevo Laredo, Tamps (U. S. Legal Resident)
Phone: (956) 286-2362

EDUCATION

Technological Institute of Nuevo Laredo (1998-2002)
Bachelors Degree in Architecture

PROFESSIONAL GOAL

I am seeking to establish a long time relationship to an employer that allows me utilize and enhance my skills. My long time goal is to obtain a Masters Degree in Architecture.

EMPLOYMENT HISTORY

February 2000 - February 2004 / Fideicomiso Centro Histórico/ N. Laredo, Tamps. / 011 52 713-6167 / Arq. Mónica de la Mora / C.P.A. Guillermo Fernández de Jáuregui Velasco / Arq. Noe Magaña Moreno School project / Professional Practices / Technical Director Assistant
Urban Image Regeneration making as built and photographic uplifting of the actual conditions. Planning and proposal of urban image improvement using CAD and Adobe Photoshop software for graphic exhibits.

May 2004 – October 2005 / Espacios Arquitectónicos / Nuevo Laredo, Tamps. / 011 52 714-35-12 / Arq. Noe Aaron Benavides Nuñez – Permanent Position – Drafting Technician.
Drawings of architectural, structural and civil plans.

October 2005 – November 2008 / Altta Homes S. de R. L. / Nuevo Laredo, Tamps / 011 52 719-20-01 / Ing. Victor Manuel Jiménez Gomez / Permanent Position / Construction and Quality Supervisor
Jobsite's construction and urban planning and supervision; construction schedules, project administration, suppliers, purchase orders, subcontracts, material orders, budgets and costs. Management on physic and electronic construction schedules according to payments and estimations.

November 2008 – February 2010 / R. Ayuntamiento 2008 – 2010 / IMPLADU / Nuevo Laredo, Tamps. / 011 52 714-9- 01 / Arq. Eduardo Alarcón Cantu / Temporal Position / Design and Drawing Technician.
Planning, drawing and designing plans by sketching and using Auto CAD. Use of Adobe Photoshop software for graphic exhibits.

February 2010 - May 2010 / Modern Construction / Laredo, TX / (956) 724-9001 / Douglas Martinez / Permanent Position / Construction Superintendent. Jobsite´s construction and supervision; construction schedules. Management on physic and electronic construction schedules.

May 2010 – November 2010 / Webb County / Laredo, TX / (956) 523-4180 / Manuel Guerra / Temporal Position / Inspector-Assessor. Community Action Agency Weatherization Program Inspector-Assessor.

May 2011 – July 2015/Park Avenue Construction Ltd./Laredo, TX/ (956) 727-7275/ John Valle/ Permanent Position/ Construction Supervisor. Jobsite´s construction and supervision; construction schedules. Management on physic and electronic construction schedules

August 2015 – To the date/Cobalt Construction/Laredo, TX/ (956) 727-2870/ Eduardo Salido/ Permanent Position/ Construction Supervisor. Jobsite´s construction and supervision.

COMPUTER SKILLS

AutoCAD - Microsoft Office (Word, Excel, Powerpoint) - AccuRender 3.1

LANGUAGES

Spanish spoken, read and written 100%
English spoken, read and written 95%

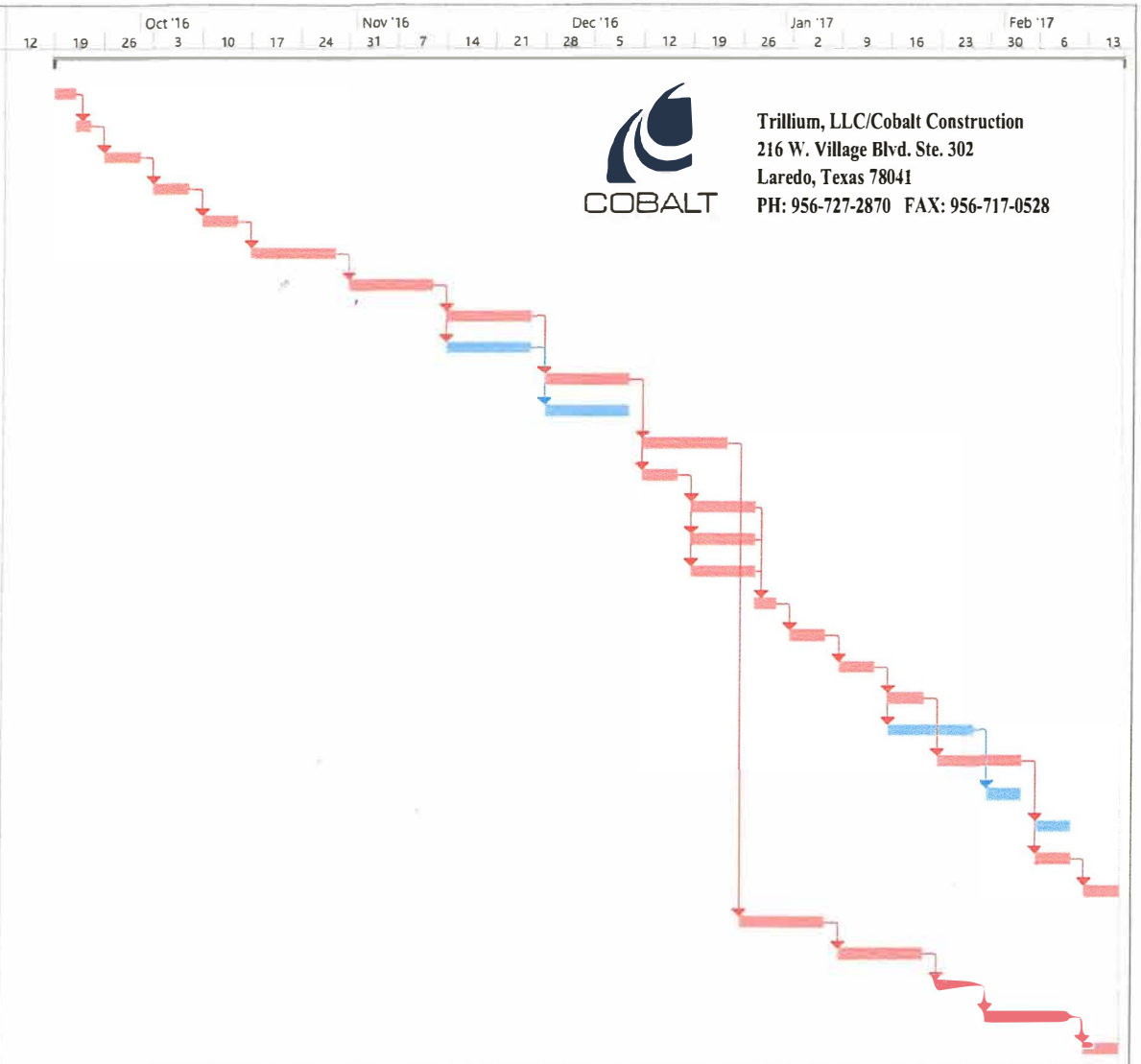
REFERENCES

Alejandra Martínez (Friend)
(956) 290-5345

Dora Ruiz (Sister in Law)
(956) 771-6922

Daniel Guajardo (Friend)
(956) 774-9298

ID	Task Mode	Task Name	Duration	Start	Finish
1		**<New Summary Task>**	**110 days**	**Mon 9/19/16**	**Fri 2/17/17**
2		Permits/Mobilizatic	3 days	Mon 9/19/16	Wed 9/21/16
3		SW3P	2 days	Thu 9/22/16	Fri 9/23/16
4		Sitework/Grading	5 days	Mon 9/26/16	Fri 9/30/16
5		Building Pad	5 days	Mon 10/3/16	Fri 10/7/16
6		Rough Plumbing	5 days	Mon 10/10/1	Fri 10/14/16
7		Building Slab	10 days	Mon 10/17/1	Fri 10/28/16
8		CMU Walls	10 days	Mon 10/31/1	Fri 11/11/16
9		Steel trusses	10 days	Mon 11/14/1	Fri 11/25/16
10		Brick Veneer	10 days	Mon 11/14/1	Fri 11/25/16
11		Roofing	10 days	Mon 11/28/1	Fri 12/9/16
12		Stucco	10 days	Mon 11/28/1	Fri 12/9/16
13		Metal siding	10 days	Mon 12/12/1	Fri 12/23/16
14		Interior partitions	5 days	Mon 12/12/1	Fri 12/16/16
15		Electrical rough	7 days	Mon 12/19/1	Tue 12/27/16
16		Plumbing rough	7 days	Mon 12/19/1	Tue 12/27/16
17		Ductwork	7 days	Mon 12/19/1	Tue 12/27/16
18		Inspections	3 days	Wed 12/28/1	Fri 12/30/16
19		Sheetrock	5 days	Mon 1/2/17	Fri 1/6/17
20		Paint/Tape float	5 days	Mon 1/9/17	Fri 1/13/17
21		Ceiling grid	5 days	Mon 1/16/17	Fri 1/20/17
22		Paint	10 days	Mon 1/16/17	Fri 1/27/17
23		Flooring	10 days	Mon 1/23/17	Fri 2/3/17
24		Electric trim	5 days	Mon 1/30/17	Fri 2/3/17
25		Plumbing Fixtures	5 days	Mon 2/6/17	Fri 2/10/17
26		Cabinets	5 days	Mon 2/6/17	Fri 2/10/17
27		Finish out	5 days	Mon 2/13/17	Fri 2/17/17
28		Caliche	10 days	Mon 12/26/1	Fri 1/6/17
29		Curb &gutter	10 days	Mon 1/9/17	Fri 1/20/17
30		Paving	5 days	Mon 1/23/17	Fri 1/27/17
31		Landscape	10 days	Mon 1/30/17	Fri 2/10/17
32		Striping	5 days	Mon 2/13/17	Fri 2/17/17



COBALT
Trillium, LLC/Cobalt Construction
216 W. Village Blvd. Ste. 302
Laredo, Texas 78041
PH: 956-727-2870 FAX: 956-717-0528

Project: Admin Bldg
Date: Wed 8/17/16

Task	Inactive Task	Manual Summary Rollup	External Milestone	Manual Progress
Split	Inactive Milestone	Manual Summary	Deadline	
Milestone	Inactive Summary	Start-only	Critical	
Summary	Manual Task	Finish-only	Critical Split	
Project Summary	Duration-only	External Tasks	Progress	

Trillium, LLC/Cobalt Construction
216 W. Village Blvd. Ste. 304
Laredo, Texas 78041
Ph.: 956-727-2870 Fax: 956-717-0528

A-Rod Equipment Schedule

1. 2005 Caterpillar 416D #0416DVFP08371 Tractor-Loader-Backhoes
2. 2002 Caterpillar 416D #0416DVBFP05289 Tractor-Loader-Backhoes
3. 1990 Caterpillar 613C#92X02052 Single Engine Elevating Scrapers
4. 2000 Roadtec RP-180-10 #RP-180-10277 Wheel Mounted Asphalt Pavers
5. 2003 Caterpillar 615C SERIES II #CAT0615CC9XG01670 Single Engine Elevating Scrapers
6. 2002Caterpillar CP-433E #CP-433-E CFK00132 Single Drum Vibratory Compactors
7. 2007 John Deere 770D #DW770DX611105 Motor Grader
8. 2003 Ingersoil Rand PT125R #157233 Self Propelled Pneumatic Compactors
9. 2008 Hyundai HL740-3 #LF071013-4-WD Articulated Wheel Loaders
10. 20012 Caterpillar 416F #KSF00275 Backhoe Loader
11. 1999 Power Curbers 5700B
12. 2014 John Deer G70G Moto Grader

THIS CHECK IS PROTECTED WITH A VOID PANTOGRAPH - OTHER SECURITY FEATURES DETAILED ON BACK.

VANTAGE BANK TEXAS

CASHIER'S CHECK

319873

93-541
920

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

DATE August 18, 2016

REMITTER TRILLIUM LLC

$*****61,331.49

PAY SIXTY-ONE THOUSAND THREE HUNDRED THIRTY-ONE AND 49/100

TO THE ORDER OF CITY OF LAREDO

TWO SIGNATURES REQUIRED GREATER THAN $5,000.00

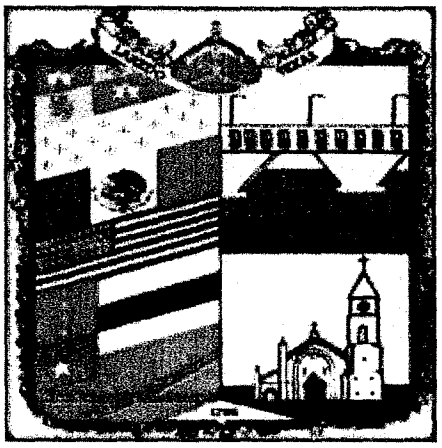
Patty Terry
AUTHORIZED SIGNATURE

PURPOSE _____

COPY VOID COPY VOID COPY VOID

⑈319873⑈ ⑆111912589⑆ ⑈2800609606⑈

To



RECEIVED
2016 AUG 18 PM 3:31

CITY OF LAREDO
City Secretary's Office
1110 Houston Street 3rd Floor

#1

SEALED BID FOR:

South Laredo Wastewater Treatment Plant Administration Building 309 Riverfront St., Laredo, Texas

BID DUE ON August 18, 2016 @ 4:00pm
BID OPENING ON August 19,2016 @ 9:30am

DAVILA CONSTRUCTION, INC.

Davila Construction Inc.
520 Bonham St.
San Antonio TX. 78205
Office #: 210-224-5887
Fax #: 210-224-5735
tony@davilaconstruction.com

...Publishing
...redo, TX 78041

#2

City of Laredo
1110 Houston St 3rd Floor
Laredo, TX 78041

Project Name:
South Laredo Wastewater Treatment
Plant Administration Building

Project No: 2015-8

Due Date: Thursday August 18, 2016 @ 4pm.

#3

RECEIVED

2016 AUG 18 PM 2:42

City of Laredo

City Secretary's Office, City Hall Building

1110 Houston Street, 3rd floor, Laredo, TX

South Laredo Wastewater Treatment Plant

Project No.:2015-8

Vision Construction Company

6017 McPherson Rd

Laredo, TX 78041

S LAREDO WWTP

ADMIN. BLDG.

RECEIVED
2016 AUG 18 PM 3:34

Trillium, LLC/Cobalt Construction
216 W. Village Blvd. Ste. 304
Laredo, Texas 78041
Ph.: 956-727-2870 Fax: 956-717-0528

#4

BID FORM

CITY OF LAREDO

)UTH LAREDO WASTEWATER TREATMENT PLANT ADMINISTRATION BUILDING

309 RIVERFRONT ST.

LAREDO, TEXAS

ARCHITECT'S PROJECT NO. 2015-8

AUGUST 18, 2016

Date: August 19, 2016
Time: 9:30 am
Place: City Secretary's Office
Bid: South Laredo Wastewater Treatment Plant Administration Bldg.

Attendance List

Name	Company	Address	Telephone
Lely Cortez	Davila Construction		956 231 9142 Fax 220 3908
CHARLES TUDIS	VISION CONST CO. INC.	6017 McPHERSON	956 280 3553
Tiffany L. Franklin	CSO	1110 Houston St.	791-7308
JORGE F. ARECHIGA	AZAR SERVICES	HILLSIDE	

City of Laredo Bid Tabulation

Date: August 19, 2016 **Time: 9:30 am** **Place: City Secretary's Office** **Bid: South Laredo Wastewater Treatment Plant Admin. Bldg.**		**#1** Davila Construction San Antonio, TX Addendum: ✓		**#2** Azar Services LLC Laredo, TX Addendum: ✓		**#3** Vision Construction Co. Laredo, TX Addendum: ✓		**#4** ~~Trillium~~/Cobalt Const. Laredo, TX ↓ Trillium Addendum: ✓ Bond &
	Bid Bond	Yes ✓ No__ N/A __		Yes ✓ No__ N/A __		Yes ✓ No__ N/A __		Yes ✓ No__ N/A __ Check
Description	**Item No.**	Unit Price	Ext. Bid	Unit Price	Ext. Bid	Unit Price	Ext. Bid	Unit Price / Ext. Bid
Base Amount			1,398,000.00		1,500,000.00		1,612,285.00	~~1,226,629~~ 1,226,629.37

ORIGINAL

#1

BID FORM

CITY OF LAREDO

SOUTH LAREDO WASTEWATER TREATMENT PLANT ADMINISTRATION BUILDING
309 RIVERFRONT ST.
LAREDO, TEXAS

ARCHITECT'S PROJECT NO. 2015 -8
JUNE 17, 2016

Required Submission of Bid Form
INCLUDE ALL SHEETS 1 THRU 15

Please Submit 1 Original
Sign and Initial All Pages as Required

TD T.D Initial

BID FORM

To: The City of Laredo, Texas

Honorable Pete Saenz, Mayor

From: Davila Construction, Inc.
Contractor

Address: 520 Bonham St. San Antonio, Tx. 78205

Phone: (210) 224-5887

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: **(Please initial and date):**

Addendum No. 1: TD 8/4/2016
Addendum No. 2: TD 8/11/2016
Addendum No. 3: _____
Addendum No. 4: _____
Addendum No. 5: _____

Acknowledgment of other documents: **(Please initial and date):**

Wage Determination: TD 8/18/2016
Labor Provisions: TD 8/18/2016
Affirmative Action Program: TD 8/18/2016

TD T.D. _____ **Initial**

BID BOND

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Davila Construction, Inc.

as Principal, and Mid-Continent Casualty Company as Surety, are hereby held and firmly bound unto

City of Laredo, Utilities Department

as Owner in the penal sum of five percent of greatest amount bid by principal for payment of which, well and truly to be made, we hereby jointly an severally bid ourselves, our heirs, executors, administrations, successors and assigns.

Signed, this 18th day of August, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to

City of Laredo, Utilities Department a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the

2015-8 South Laredo Wastewater Plant Administration Building

New Visitor and Employee Parking Lot

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that he obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

_____ **Initial**

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set fourth herein.

Davila Construction, Inc.

(L.S.)

Principal

Mid-Continent Casualty Company

Surety

By: Barbara Newcomb

Barbara Newcomb, Attorney-in-Fact

DD **Initial**

MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **MID-CONTINENT CASUALTY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. Paul Adam, Peter Batjer, Lisa Friend, Kate Jauregui, Susan Muniz, Barbara Newcomb, Joe O'Connor and Casey Simmons, all of SAN ANGELO, TX

IN WITNESS WHEREOF, the **MID-CONTINENT CASUALTY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29 day of February , 2016

MID-CONTINENT CASUALTY COMPANY CORPORATE SEAL OHIO

ATTEST:

SHARON HACKL Secretary

MID-CONTINENT CASUALTY COMPANY

TODD BAZATA VICE PRESIDENT

On this 29 day of February , 2016 before me personally appeared TODD BAZATA , to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Mid-Continent Casualty Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

JULIE CALLAHAN NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA WAGONER COUNTY

Commission # 11008253

My Commission Expires: 09-08-19

JULIE CALLAHAN Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Mid-Continent Casualty Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL , Secretary of **Mid-Continent Casualty Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 18th day of August, 2016

MID-CONTINENT CASUALTY COMPANY CORPORATE SEAL OHIO

SHARON HACKL Secretary

VOID IF BOX IS EMPTY

TD

CITY OF LAREDO
UTILITIES DEPARTMENT
BID SCHEDULE

PROJECT: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

BASE BID AMOUNT $ 1,398,000 .00

WRITTEN IN WORDS: ONE MILLION THREE HUNDRED NINETY EIGHT THOUSAND 00/100 DLLS

Davila Constrution, Inc.
Contractor

TONY DAVILA — President
Signature — Title

520 Bonham — San Antonio, TX — 78205
Address — City/State — Zip Code

Telephone Number: (210) 224-5887

Fax Number: (210) 224-5735

Date: August 17, 2016

NOTE: **ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETED IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.**

TD T.D. **Initial**

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Base Proposal

Materials Incorporated into the project: $ 560,000

All Other Charges (include Allowances) For Base Bid:..... $ 838,000

Total For Base Bid: ..... **$** 1,398,000

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

Construction contract time for the project is 110 Working Days.

TD T.D. **Initial**

INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: Webb County C.S.C.D/ PAL Office Building
   Value of Contract: $ 800,000.00
   Date Completed: December 31, 2015

2. Name of Project: Chacon Creek Pedestrain Trail
   Value of Contract: $ 1,156,000.00
   Date Completed: January 22, 2016

3. Name of Project: Canizales Boxing Gym Expansion
   Value of Contract: $ 1,283,500.00
   Date Completed: July 24, 2015

Experience Data: Include the resume of the full time job Superintendent.

Please view attachment.

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

NOTE: TO BE SUBMITTED UPON REQUEST IS NOT AN ACCEPTABLE ANSWER.

TD T.D. **Initial**

SUPERINTENDENT PROFILE

Mario A. Rojas

DAVILA CONSTRUCTION, INC.

GENERAL SUPERINTENDENT

Over 25 Years Experience

EXPERIENCE:

1989-Present

- Maintains the construction jobsite on a daily basis through clear communication between all parties involved
- Follows and coordinates all on-site activities based on project schedule
- Actively communicates with project manager to ensure smooth transitioning between
- construction phasing
- Enforces quality control through inspections of the jobsite while enforcing safety policies and procedures
- Establishes a close rapport with owners, owners' representatives and architects ensuring customer satisfaction.

Education	
Civil Engineer on Technologic of Nuevvo Laredo Graduated	1989
Electric, Mechanic Installations Training on Conalep	1990
Human Resources Handle with Psicologos Industriales Assoc.	1991
Microsoft Office in Nuevo Laredo City College	1992-1994
Design AutoCAD Level II in ITESM (Technologic of Monterrey)	1999
English Course Level I & II on Laredo Community College, Laredo, TX	2000
English Course Level III on Texas A& M International University, Laredo, TX	2001
Supervisor Training in SONY	2001

RELEVANT PROJECTS:

Canizales Boxing Gym	$1,3000,000.00	Laredo, TX
Chacon Creek Pedestrian Trail	$1,200,200.00	Laredo, TX
Webb County Probation Building Renovation	$800,00.00	Laredo, TX
City of Laredo Concrete Paving Annual Contract	$200,000.00	Laredo, TX
City Utilities Offices Remodeling	$60,000.00	Laredo, TX
Laredo Community College Misc. Projects	$50,000.00	Laredo, TX
TAMIU Killam Library Renovations Novoeau Co. Dallas, TX	$ 30,000.00	Laredo, TX
Webb County Housing Rehab	$200,000.00	Laredo, TX
City of Laredo Civic Center Canterea Remodeling	$45,000.00	Laredo, TX
City Utilities Bartlett Parking Lot Milling	$20,000.00	Laredo, TX
Cross Dock Building Utilities, Sewer, Water Plumbing, Office Finish Out	$432,000.00	Laredo, TX

520 Bonham Street
San Antonio, Texas 78205
Phone:(210) 224-5887 / Fax:(210) 224-5735
Www.davilaconstruction.com

TD

Project: City of Laredo
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Proposed Progress Schedules:

Please view attachment.

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

motor grader - John Deer 2012	water truck - GMC 2008
backhoe - Case 2008	loader - Case 2010
roller compactor - John Deer 2010	dump truck - International 2005

Subcontractors: **(Submit a list of proposed Subcontractors and Suppliers. List sources, types and manufacturers of proposed materials)**

Attached List is required to be submitted with Bid Forms.

See Page 10, 11 and 12.

NOTE: **TO BE SUBMITTED UPON REQUEST IS NOT AN ACCEPTABLE ANSWER.**

TD T.D. **Initial**

Contractor: Davila Construction Inc./ Romo Contractors LLC
City of Laredo South Laredo Waste water treatment Plant Administration Building

WORK SCHEDULE

DESCRIPTION	MONTH	110 working Days MONTH	MONTH	MONTH	MONTH	MONTH
	1	2	3	4	5	6
SITE WORK						
WATER & SEWER SYSTEM						
PLUMBING						
ELECTRICAL						
CONCRETE						
MASONRY						
METAL FRAMING & TRUSSES						
CARPENTRY						
MECHANICAL						
THERMAL AND MOISTURE						
DOORS AND WINDOWS						
FINISHES						
ESPECIALTIES,FURNISHING,EQUIPMENT						

TD

City of Laredo
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

GENERAL CONTRACTOR'S SUBCONTRACTORS AND SUPPLIERS

THIS LIST MUST BE FILLED OUT AND SUBMITTED WITH PROPOSAL FORMS!

ITEM	*NAME*	*CONTACT*	*PHONE NO.*
DIVISION 2 SITEWORK:			
02110 Site Clearing	A-Rod	Guillermo Campos	956-269-1888
02200 Earthwork	A-Rod	Guillermo Campos	956-269-1888
02240 Paving Base Course	A-Rod	Guillermo Campos	956-269-1888
02281 Termite Control	Madrigal Pest Control	Salvador Madrigal	956-286-1064
02665 Water Systems	ALCE Construction	Alfredo Cepeda	956-286-2890
02730 Sanitary Sewage	ALCE Construction	Alfredo Cepeda	956-286-2890
02810 Irrigation System	ALCE Construction	Alfredo Cepeda	956-286-2890
02900 Landscaping	Marquez Nursery	Salvador Marquez	956-237-3016
DIVISION 3 CONCRETE:			
03100 Concrete Formwork	Triple A Concrete	Alfredo Mata	956-237-6832
03200 Concrete Reinforcement	Triple A Concrete	Alfredo Mata	956-237-6832
03300 Cast In Place Concrete	Triple A Concrete	Alfredo Mata	956-237-6832
03345 Concrete Finishing	Triple A Concrete	Alfredo Mata	956-237-6832
DIVISION 4 MASONRY:			
04220 Concrete Masonry Unit	Mata Construction	Jose Mata	956-333-3561
04230 Reinforced Unit Masonry	Mata Construction	Jose Mata	956-333-3561
DIVISION 5 METALS:			
05400 Metal Roof Framing Trusses	Aftermath Roofing	JuanDominguez	956-753-7663
05500 Metal Fabrications	Aftermath Roofing	Juan Dominguez	956-753-7663
DIVISION 6 WOOD AND PLASTICS:			
06100 Miscellaneous Carpentry	Colmenero Construction	Francisco Colmenero	956-220-0447
06300 Wood Treatment	Rio Grande Materials	Joseph/Joe Orengo	956-791-8383
06400 Architectural Woodwork	Urbina Cabinets	Margarito Urbina	956-220-0501
DIVISION 7 THERMAL AND MOISTURE PROTECTION:			
07110 Membrane Waterproofing	Rio Grande Materials	Joseph/Joe Orengo	956-791-8383
07160 Bituminous Dampproofing	Rio Grande Materials	Joseph/Joe Orengo	956-791-8383
07210 Building Insulation & Fire Safing	Rio Grande Materials	Joseph/Joe Orengo	956-791-8383
07215 Roof Decking and Rigid Deck Insulation	Rio Grande Material	Joseph/ Joe Orengo	956-791-8383

T.D. **Initial**

07410 Pre-finished Pre-form Standing Seam Roof System-Soffit Panels Aftermath Roofing Juan Dominguez 956-753-7663
07600 Flashing and Sheet Metal Aftermath Roofing Juan Dominguez 956-753-7663
07900 Sealants and Caulking Romo Contractors Juan C. Rodriguez 956-771-7079

DIVISION 8 DOORS AND WINDOWS:

08100 Metal Doors and Frames South Central Hardware Pablo Garza 956-723-8234
08210 HP Plastic Laminate Wood Doors South Central Hardware Pablo Garza 956-723-8234
08320 Aluminum Windows Gateway Glass Jose Flores 956-723-2016
08420 Aluminum Storefront Window System Gateway Glass Jose Flores 956-723-2016
08710 Finish Hardware South Central Hardware Pablo Garza 956-723-2016
08800 Glazing South Central Hardware Pablo Garza 956-723-2016

DIVISION 9 FINISHES:

09110 Metal Stud System Rio Grande Material Joseph/ Joe Orengo 956-791-8383
09200 Lath & Plaster Rio Grande Material Joseph/ Joe Orengo 956-791-8383
09260 Gypsum Wallboard System RioGrande Material Joseph/ Joe Orengo 956-791-8383
09300 Tile Work Romo Contractors Juan C. Rodriguez 956-771-7079
09510 Acoustical Suspended Ceilings RioGrande Material Joseph/Joe Orengo 956-791-8383
09515 Acoustical Wall Panels RioGrande Materials Joseph/Joe Orengo 956-791-8383
09900 Painting Romo Contractors Juan C. Rodriguez 956-771-7079

DIVISION 10 SPECIALTIES:

10100 Visual Display Boards Rio Grande Material Joseph/Joe Orengo 956-791-8383
10170 Toilet Compartment In Stock Specialties 361-596-3525
10200 Architectural Louvers & Vents Rio Grande Material Joseph/Joe Orengo 956-791-8383
10450 Signage / Cast Letters The Southwell Co David Robledo 210-223-1831
10500 Metal Lockers Vaughn Storage System Chris Cruzan 972-491-7981
10520 Fire Extinguishers and Cabinets Vaughn Storage System Chris Cruzan 972-491-7981
10800 Toilet Room Accessories Crossroad Specialist Linda Chanek 361-575-4142
10810 Metal Plaque The Southwell Co. David Robledo 210-223-1831

DIVISION 11 EQUIPMENT:
11132 Manaul Projection Screen Da-Lite David Sweeney 832-260-6370

DIVISION 12 FURNISHINGS:
12520 Horizontal Louver Blind Cantu Interior Vidal Cantu 956-645-0401

DIVISION 14 CONVEYING SYSTEM:
Section not required

DIVISION 15 MECHANICAL:

HVAC System Installer / Supplier Temprite Mechanical Virgilio Barrera 956-726-3826
Plumbing System Installer / Supplier Orozco Plumbing Gilbert Orozco 956-727-7059
Testing, Adjusting and Balancing Temprite Mechanical Virgilio Barrera 956-726-3826

TD T.D. **Initial**

Division 16 – ELECTRICAL

Electrical System Installer / Supplier Escamilla Construelek Oscar Escamilla 956-220-2912

General Contractor's FULL TIME Superintendent Mario Rojas 956-652-1125

Others…

NOTE: Owner and Architect have the right to accept or reject manufacturer, supplier, subcontractor for not complying with specifications, or poor past performance as determined by Owner or references. No additional compensation will be allowed.

T.D. **Initial**

CHECKLIST FOR BIDDERS
(INCLUDE WITH BID FORM FORMS)

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

All information required by the terms of the Bid Documents must be furnished. **MISTAKES OR OMISSIONS CAN BE COSTLY AND CAN RESULT IN THE REJECTION OF YOUR BID.** Important items for you to check are included in but not limited to, those listed below.

[✓] Have you acknowledged receipt of all addenda to the plans and specifications?
[✓] Have you acknowledged reading Spec section Texas Ethics Commission Sheets 1 thru 4?
[✓] Have you acknowledged reading Spec section Texas Administrative Code Sheets 1 thru 3?
[✓] Is your bid properly signed? (Refer to Bid Documents)
[✓] Include bid guarantee.
[✓] Is your bid guarantee in the proper amount? (5% of total bid price)
[✓] Your bid guarantee must be in the form of a Bidder's Bond, a Certified Check or Cashier's Check.
[✓] If your bid guarantee is in the form of a Bidder's Bond, is the bond properly signed by both the bidder and surety and are all required seals affixed?
[✓] Is the surety company qualified and licensed by the State of Texas as required by the provisions of the bid documents?
[✓] Is the name in which you submitted the bid the same on your bid proposal as on the Bidder's Bond?
[✓] Are decimals in unit prices in the proper places? Are your figures legible?
[✓] Are all erasures or corrections initialed by the person signing the bid or by an authorized representative of the person signing the bid.
[✓] Do not restrict your bid by altering any provisions of the Bid Document or by attaching any documents to the Bid Form that takes exception to the Bid Documents.
[✓] Have you included all pages of the Bid Form with your bid? Total 13 Pages. Are all blanks in the Proposal properly completed (equipment brands, alternate materials, etc.)?
[✓] Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct project name and bid opening date?

[✓] **Attach signed copy of this Check List (Page 13/ Bid Form 1 thru 13) for Bidders.**

Tony Davila President — Type Name and Title
08/17/2016 — Date

Davila Construction, Inc. — Firm Name

TONY DAVILA — Signature

TD T.D. **Initial**

#2
ORIGINAL

BID FORM

CITY OF LAREDO

SOUTH LAREDO WASTEWATER TREATMENT PLANT ADMINISTRATION BUILDING
309 RIVERFRONT ST.
LAREDO, TEXAS

ARCHITECT'S PROJECT NO. 2015 -8
JUNE 17, 2016

Required Submission of Bid Form
INCLUDE ALL SHEETS 1 THRU 15

Please Submit 1 Original
Sign and Initial All Pages as Required

BR **Initial**

BID FORM

To: The City of Laredo, Texas

Honorable Pete Saenz, Mayor

From: Azar Services LLC
Contractor

Address: 201 W. Hillside St #23
Phone: (956) 717-0023

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: **(Please initial and date):**

Addendum No. 1: 8/4/16 - BR
Addendum No. 2: 8/11/16 - BR
Addendum No. 3: _____
Addendum No. 4: _____
Addendum No. 5: _____

Acknowledgment of other documents: **(Please initial and date):**

Wage Determination: 8/18/16 - BR
Labor Provisions: 8/18/16 - BR
Affirmative Action Program: 8/18/16 - BR

BR **Initial**

Project: City of Laredo
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Baltazar Ramos
being first duly sworn, deposes and says

That he is President, AZA Services LLC
(a Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Baltazar Ramos
Signature of

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 18th day of August, 2016.

Notary Public

My Commission expires

7-6-19

NOTARY PUBLIC STATE OF TEXAS
AGUSTIN HERNANDEZ
My Commission Expires
July 6, 2019

BR **Initial**

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS AZAR SERVICES. LLC as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 1330 Post Oak Boulevard, Suite 1100, Houston, Texas 77056, as surety, hereinafter called the "Surety," are held and firmly bound CITY OF LAREDO UTILITY DEPARTMENT as obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF THE GREATEST AMOUNT BID (5%) Percent of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SOUTH LAREDO WASTEWATER TREATMENT PLANT ADMINISTRATION BUILDING – PROJECT NO. 2015-8

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated 18TH day of AUGUST, 2016

AZAR SERVICES, LLC
(Principal)

BY: Balbir Nanwani

TITLE: President

SureTec Insurance Company

BY: Mary Ellen Moore
MARY ELLEN MOORE, Attorney-in-Fact

POA #: 4221023

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Mary Ellen Moore, Steve Addkison, Cathleen Hayles, Aaron Endris, Rene Goforth, Tricia Balolong

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 5/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 11th day of February, A.D. 2016

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 11th day of February, A.D. 2016 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 18TH day of AUGUST, 2016, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

BID BOND

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____

_____

as Principal, and _____ as
Surety, are hereby held and firmly bound unto

_____

as Owner in the penal sum of _____
for payment of which, well and truly to be made, we hereby jointly an severally bid ourselves, our heirs, executors, administrations, successors and assigns.

Signed, this _____ day of _____, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to

_____ a certain Bid,
attached hereto and hereby made a part hereof to enter into a Contract in writing for the

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that he obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

BK **Initial**

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set fourth herein.

_____ (L.S.)
Principal

_____
Surety

By: _____

BR **Initial**

CITY OF LAREDO
UTILITIES DEPARTMENT
BID SCHEDULE

PROJECT: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

BASE BID AMOUNT $ 1,500,000.00 .00

WRITTEN IN WORDS: One million five hundred thousand dollars and zero cents

Azar Services LLC
Contractor

Balfyn Nanor — President
Signature — Title

201 W. Hillside Ste 23 — Laredo, TX — 78041
Address — City/State — Zip Code

Telephone Number: (956) 717-0023

Fax Number: (956) 717-0024

Date: 8/18/2016

NOTE: **ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETED IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.**

BK **Initial**

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Base Proposal

Materials Incorporated into the project: $ 1,060,000.00

All Other Charges (include Allowances) For Base Bid:..... $ 440,000.00

Total For Base Bid: ..... $ 1,500,000.00

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

Construction contract time for the project is 110 Working Days.

DR **Initial**

INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: Slaughter Park Improvements Phase II
   Value of Contract: $563,231.41
   Date Completed: 04/2015

2. Name of Project: Upper Zacate Creek Soccer Complex
   Value of Contract: $521,534
   Date Completed: 03/2015

3. Name of Project: Needmore Ranch Waterline Improvements
   Value of Contract: $2,190,291.72
   Date Completed: 12/2014

Experience Data: Include the resume of the full time job Superintendent.

Macario Diaz-De Leon - 17 years of Construction and utility experience.

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

Yes

NOTE: TO BE SUBMITTED UPON REQUEST IS NOT AN ACCEPTABLE ANSWER.

BR **Initial**

Project: City of Laredo
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Proposed Progress Schedules:

110 calendar days

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

CAT - Excavator 2012
CAT - Backhoe 2012
STIHL - Concrete saw 2015
Ford - Watertruck 1995
D6 - Dozer 2011
CAT - Roller 2011
CAT - Generator

Subcontractors: **(Submit a list of proposed Subcontractors and Suppliers. List sources, types and manufacturers of proposed materials)**

Attached List is required to be submitted with Bid Forms.

See Page 10, 11 and 12.

NOTE: **TO BE SUBMITTED UPON REQUEST IS NOT AN ACCEPTABLE ANSWER.**

BR **Initial**

City of Laredo
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

GENERAL CONTRACTOR'S SUBCONTRACTORS AND SUPPLIERS

THIS LIST MUST BE FILLED OUT AND SUBMITTED WITH PROPOSAL FORMS!

ITEM	*NAME*	*CONTACT*	*PHONE NO.*
DIVISION 2 SITEWORK:			
02110 Site Clearing	Azar Services LLC	Balt Ramos	(956)286-4439
02200 Earthwork	Azar Services LLC	Balt Ramos	(956)286-4439
02240 Paving Base Course	Soliz Paving	Ray Soliz	(956)725-3330
02281 Termite Control	Bug Busters	Tony Vedusco	(956)791-0011
02665 Water Systems	Azar Services LLC	Balt Ramos	(956)286-4439
02730 Sanitary Sewage	Azar Services LLC	Balt Ramos	(956)286-4439
02810 Irrigation System	David Smith		(956) 206-6052
02900 Landscaping	David Smith		(956) 206-6052
DIVISION 3 CONCRETE:			
03100 Concrete Formwork	Juan Hernandez		(956) 326-9400
03200 Concrete Reinforcement	Rios Steel	Victor Ramos	(956)725-2242
03300 Cast In Place Concrete	City Ready Mix	Benito Hinojosa	(956)722-6315
03345 Concrete Finishing	Juan Hernandez		(956) 326-9400
DIVISION 4 MASONRY:			
04220 Concrete Masonry Unit	Juan Hernandez		(956)326-9400
04230 Reinforced Unit Masonry	Juan Hernandez		(956) 326-9400
DIVISION 5 METALS:			
05400 Metal Roof Framing Trusses	Trio's Interprises	Vegilio	(956)724-8096
05500 Metal Fabrications	Trio's Interprises	Vegilio	(956)724-8096
DIVISION 6 WOOD AND PLASTICS:			
06100 Miscellaneous Carpentry	J-Stan	Jorge Arechiga	(956)235-3065
06300 Wood Treatment	J-Stan	Jorge Arechiga	(956)235-3065
06400 Architectural Woodwork	J-Stan	Jorge Arechiga	(956)235-3065
DIVISION 7 THERMAL AND MOISTURE PROTECTION:			
07110 Membrane Waterproofing	J-Stan	Jorge Arechiga	(956)235-3065
07160 Bituminous Dampproofing	J-Stan	Jorge Arechiga	(956)235-3065
07210 Building Insulation & Fire Safing	J J Flores		(956) 725-1484
07215 Roof Decking and Rigid Deck Insulation	Trio's Interprises	Vegilio	(956)724-8096

BR **Initial**

07410 Pre-finished Pre-form Standing Seam Roof System-Soffit Panels J. J. Flores (956) 725-1484
07600 Flashing and Sheet Metal Trio's Enterprise Virgilio (956) 724-8096
07900 Sealants and Caulking J-Stan Jorge Arechiga (956) 235-3065

DIVISION 8 DOORS AND WINDOWS:

08100 Metal Doors and Frames J-Stan Jorge Arechiga (956) 235-3065
08210 HP Plastic Laminate Wood Doors J-Stan Jorge Arechiga (956) 235-3065
08320 Aluminum Windows Jorge Arechiga (956) 235-3065
08420 Aluminum Storefront Window System Jorge Arechiga (956) 235-3065
08710 Finish Hardware J-Stan Jorge Arechiga (956) 235-3065
08800 Glazing J-Stan Jorge Arechiga (956) 235-3065

DIVISION 9 FINISHES:

09110 Metal Stud System J-Stan Jorge Arechiga (956) 235-3065
09200 Lath & Plaster J-Stan Jorge Arechiga (956) 235-3065
09260 Gypsum Wallboard System J-Stan Jorge Arechiga (956) 235-3065
09300 Tile Work J-Stan Jorge Arechiga (956) 235-3065
09510 Acoustical Suspended Ceilings Jorge Arechiga (956) 235-3065
09515 Acoustical Wall Panels J-Stan Jorge Arechiga (956) 235-3065
09900 Painting J-Stan Jorge Arechiga (956) 235-3065

DIVISION 10 SPECIALTIES:

10100 Visual Display Boards J-Stan Jorge Arechiga (956) 235-3065
10170 Toilet Compartment J-Stan Jorge Arechiga (956) 235-3065
10200 Architectural Louvers & Vents J-Stan Jorge Arechiga (956) 235-3065
10450 Signage / Cast Letters J-Stan Jorge Arechiga (956) 235-3065
10500 Metal Lockers J-Stan Jorge Arechiga (956) 235-3065
10520 Fire Extinguishers and Cabinets J-Stan Jorge Arechiga (956) 235-3065
10800 Toilet Room Accessories J-Stan Jorge Arechiga (956) 235-3065
10810 Metal Plaque J-Stan Jorge Arechiga (956) 235-3065

DIVISION 11 EQUIPMENT:
11132 Manaul Projection Screen _____

DIVISION 12 FURNISHINGS:
12520 Horizontal Louver Blind _____

DIVISION 14 CONVEYING SYSTEM:
Section not required

DIVISION 15 MECHANICAL:

HVAC System Installer / Supplier Orozco's Air Conditioning (956) 568-0270
Plumbing System Installer / Supplier Orozco's Plumbing Gabriel Orozco (956) 727-7059
Testing, Adjusting and Balancing Orozco's Air Conditioning (956) 568-0270

BR **Initial**

Division 16 – ELECTRICAL

Electrical System Installer / Supplier Ruben Cantu

General Contractor's FULL TIME Superintendent Jorge Arechiga

Others…
Baltazar Ramos Macario Diaz-De Leon.

NOTE: Owner and Architect have the right to accept or reject manufacturer, supplier, subcontractor for not complying with specifications, or poor past performance as determined by Owner or references. No additional compensation will be allowed.

BR **Initial**

CHECKLIST FOR BIDDERS
(INCLUDE WITH BID FORM FORMS)

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

All information required by the terms of the Bid Documents must be furnished. **MISTAKES OR OMISSIONS CAN BE COSTLY AND CAN RESULT IN THE REJECTION OF YOUR BID.** Important items for you to check are included in but not limited to, those listed below.

[✓] Have you acknowledged receipt of all addenda to the plans and specifications?
[✓] Have you acknowledged reading Spec section Texas Ethics Commission Sheets 1 thru 4?
[✓] Have you acknowledged reading Spec section Texas Administrative Code Sheets 1 thru 3?
[✓] Is your bid properly signed? (Refer to Bid Documents)
[✓] Include bid guarantee.
[✓] Is your bid guarantee in the proper amount? (5% of total bid price)
[✓] Your bid guarantee must be in the form of a Bidder's Bond, a Certified Check or Cashier's Check.
[✓] If your bid guarantee is in the form of a Bidder's Bond, is the bond properly signed by both the bidder and surety and are all required seals affixed?
[✓] Is the surety company qualified and licensed by the State of Texas as required by the provisions of the bid documents?
[✓] Is the name in which you submitted the bid the same on your bid proposal as on the Bidder's Bond?
[✓] Are decimals in unit prices in the proper places? Are your figures legible?
[✓] Are all erasures or corrections initialed by the person signing the bid or by an authorized representative of the person signing the bid.
[✓] Do not restrict your bid by altering any provisions of the Bid Document or by attaching any documents to the Bid Form that takes exception to the Bid Documents.
[✓] Have you included all pages of the Bid Form with your bid? Total 13 Pages. Are all blanks in the Proposal properly completed (equipment brands, alternate materials, etc.)?
[✓] Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct project name and bid opening date?

[✓] Attach signed copy of this Check List (Page 13/ Bid Form 1 thru 13) for Bidders.

Baltazar Ramos - President
Type Name and Title

8/18/2016
Date

Azar Services LLC
Firm Name

Baltaz Ramos
Signature

BR **Initial**

AZARS-1 OP ID: PP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/16/2016

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 Walthall, Sachse & Pipes, Inc 300 E. Sonterra #1100 San Antonio, TX 78258 Kevin Semtner	CONTACT NAME: Kevin Semtner PHONE (A/C, No, Ext): 210-384-0000 FAX (A/C, No): 210-384-0110 E-MAIL ADDRESS: ksemtner@wspinsurance.com
INSURED Azar Services, LLC dba Azar Utility Contractors 201 W Hillside Suite 23 Laredo, TX 78041	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Crum & Forster Specialty Ins INSURER B : Allmerica Financial Benefit INSURER C : Texas Mutual Ins Co — 22945 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			EPK111091	12/22/2015	12/22/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
A	X ded 5,000 Bl/PD						MED EXP (Any one person)	$ 10,000
	per occurence						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			AWD9905593	04/09/2016	04/09/2017	BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB [ ] CLAIMS-MADE			EFX102280	12/22/2015	12/22/2016	AGGREGATE	$ 3,000,000
	DED [X] RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A	N/A		TSF1211617	04/30/2016	04/30/2017	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

INSCOPY

INSURED'S COPY

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
Kevin Semtner

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GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement//cmbl/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1271865142000**
File/Vendor Number:	**467652**
Approval Date:	**20-MAY-2016**
Scheduled Expiration Date:	**20-MAY-2020**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

AZAR SERVICES, L.L.C.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 20-MAY-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement/cmbl/cmblhub.html) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev.01/15

VISION CONSTRUCTION COMPANY, INC.

COMMITTED TO EXCELLENCE

Thursday, August 18, 2016

#3

City Secretary's Office
City Hall Building
1110 Houston Street, 3rd floor
Laredo, TX
Re: South Laredo Wastewater Treatment Plant 2015-8

Dear City Secretary:

It is with great pleasure that Vision Construction submit this proposal to the City of Laredo for this project. As a small, minority firm we are excited about an opportunity such as this to support your needs.

We hope that you find our proposal satisfactory to your requirements, and most importantly that you will give Vision Construction an opportunity to demonstrate our extensive construction and project management experience. Should you need anything please feel free contact me at gsalinas@visionconstructionco.com

We look forward to doing business with you and City of Laredo on this very important addition to the City's Wastewater Treatment Plant.

Respectfully Submitted,

Gina M. Salinas

Gina M. Salinas, Director of Marketing/Community Relations

San Antonio Corporate Office
4242 Woodcock Dr., Suite 230
San Antonio, Texas 78228

Laredo Office
6017 McPherson, Suite A
Laredo, Texas 78041

McAllen Office
1109 Nolana Ave., Suite 201
McAllen, Texas 78501

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9. Certificate of Insurance

BID FORM

CITY OF LAREDO

SOUTH LAREDO WASTEWATER TREATMENT PLANT ADMINISTRATION BUILDING
309 RIVERFRONT ST.
LAREDO, TEXAS

ARCHITECT'S PROJECT NO. 2015 -8
JUNE 17, 2016

Required Submission of Bid Form
INCLUDE ALL SHEETS 1 THRU 15

Please Submit 1 Original
Sign and Initial All Pages as Required

NF Initial

BID FORM

To: The City of Laredo, Texas

Honorable Pete Saenz, Mayor

From: Vision Construction Company Inc
Contractor

Address: 6017 McPherson, Ste A-1, Laredo, TX 78041
Phone: 210-299-0707

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: 8/4/16 NF
Addendum No. 2: 8/11/16 NF
Addendum No. 3: _____
Addendum No. 4: _____
Addendum No. 5: _____

Acknowledgment of other documents: (Please initial and date):

Wage Determination: 8/18/16 NF
Labor Provisions: 8/18/16 NF
Affirmative Action Program: 8/18/16 NF

NF **Initial**

Project: City of Laredo
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Noel Flores
being first duly sworn, deposes and says

That he is President
(a Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 17 day of AUGUST, 2016.

Notary Public

My Commission expires
4/14/2020

KIMBERLY J. GARCIA
ID #10117982
My Commission Expires
April 14, 2020

NF Initial

BID BOND

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Vision Construction Company, Inc., 4242 Woodcock Drive, Suite 230, San Antonio, TX 78228

as Principal, and SureTec Insurance Company as
Surety, are hereby held and firmly bound unto
City of Laredo
as Owner in the penal sum of Five Percent of Greatest Amount Bid By Principal
for payment of which, well and truly to be made, we hereby jointly an severally bid ourselves, our heirs, executors, administrations, successors and assigns.

Signed, this 18th day of August, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to

City of Laredo a certain Bid,
attached hereto and hereby made a part hereof to enter into a Contract in writing for the
Construction of South Laredo Wastewater Treatment Plant Administration Building

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that he obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

DF **Initial**

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set fourth herein.

Vision Construction Company, Inc.

_____ (L.S.)

Principal

SureTec Insurance Company

Surety

By: _____

Thomas E. Whitney, Attorney-In-Fact

Initial

POA #: 4221086

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Catherine M. Martinez, Deborah L. Jung, Michael N. Venson, Robert B. Wray, S. West Warren, Thomas E. Whitney, Donald E. Miller, Jr.

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 11th day of June , A.D. 2015

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 11th day of June , A.D. 2015 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 18th day of August, 2016 A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at
PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

CITY OF LAREDO
UTILITIES DEPARTMENT
BID SCHEDULE

PROJECT: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

BASE BID AMOUNT $ 1,612,285 .00

WRITTEN IN WORDS: ONE MILLION, SIX HUNDRED TWELVE THOUSAND, TWO HUNDRED EIGHTY-FIVE DOLLARS

Vision Construction Company Inc
Contractor

Signature — President
Title

6017 McPherson, Ste A-1, Laredo, TX 78041
Address — City/State — Zip Code

Telephone Number: (210) 299-0707

Fax Number: (210) 299-0800

Date: 8/18/2016

NOTE: **ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETED IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.**

NF **Initial**

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Base Proposal

Materials Incorporated into the project: $ 713,318.00

All Other Charges (include Allowances) For Base Bid:..... $ 898,967.00

Total For Base Bid: ..... $ 1,612,285.00

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

Construction contract time for the project is 110 Working Days.

NF _____ **Initial**

INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: Jefferson Water Plant Administration Building
   Value of Contract: $4,738,325.00
   Date Completed: 8/8/2016

2. Name of Project: City of Laredo Animal Care Facility
   Value of Contract: $1,407,000.00
   Date Completed: 11/30/2013

3. Name of Project: Jim Hogg County ISD
   Value of Contract: $3,961,804.12
   Date Completed: In Progress

Experience Data: Include the resume of the full time job Superintendent.

Project Manager - Martin Ramirez
Superintendent - Charles Tubb

Please see attached profiles on both key personnel members for your review and reference.

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

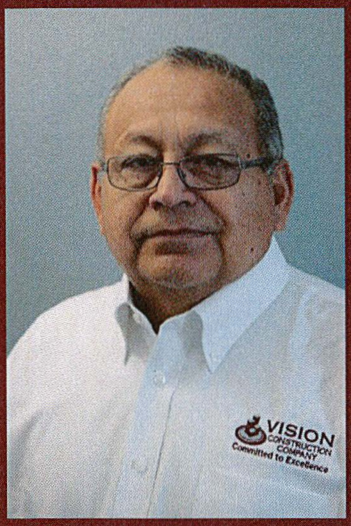
Vision Construction will be ready to comply with financial statments if deemed necessary by Owner

NOTE: TO BE SUBMITTED UPON REQUEST IS NOT AN ACCEPTABLE ANSWER.

NF DR **Initial**

Martin G. Ramirez

Project Manager/Safety and Health Officer



Education:

- Construction Management – San Antonio College

Specialized Trainings:

- OSHA – 10 Hour Training
- Confined Space Training
- Heart Saver First Aid CPR AED
- USACE EM 385-1-1 Standard Safety Training
- Crane and Hoist Training
- Project Quality Management
- Developing Controls and Contract Law
- Major Components for Design and Construction
- Superintendent Training I & II
- Primavera Project Planner P3.1
- OSHA 30- Hour Occupational Safety Certification
- USACE Construction Quality
- Management for Contractors Certificate
- OSHA 4- Hour Excavation, Trenching, and Shorting Certification
- OSHA Excavation Competent Person
- OSHA 4- Hour Scaffolding Safety Certification
- Welders Qualification
- DOD Confidential Permit

www.visionconstructionco.com

CORPORATE ROLE

Martin Ramirez has successfully acted as a Construction Quality Assurance Coordinator and Project Superintendent for more than 40 years. He has a diverse construction skill set including experience with various construction tradees including Architectural, Structural, Mechanical, and Electrical trades.

Mr. Ramirez's English and Spanish proficiency results in well-planned and well-executed projects. His prior experience demonstrates his ability to serve in several capacities within the heavy construction industry handling City, State, Federal, International, and Private construction projects.

Additionally, Mr. Ramirez managed and coordinated quality control and quality assurance for industrial and civil projects as large as $40 million. He oversaw operations on military facilities including barrack renovations. He also provided constant communication with the Naval Facilities Engineering Command (NAVFAC), Army Corp of Engineers and Army Depot personnel.

EXPERIENCE

Jefferson Water Treatment Plant Administration Building

General Contractor for new construction of an approximate 10,700 square foot, two-story building for the City of Laredo Utilities Department. The project will contain administrative areas, as well as interactive water education exhibits areas, learning center, conference room, and observation area. The project also features a landscaped upper terrace level, rain water collection tank, park, and picnic area.
Contract Performance Period: April 2013 – August 2016
Contract Amount to date: $4,700,047.51

- Repair Motor Pool 19012 & Battalion HQ 24002, Fort Hood, Texas
- Cressman Dining Facility, Goodfellow Air Force Base
- Wing Command/EMCS Upgrade, Goodfellow Air Force Base
- Hanger Renovation, Dyess Air Force Base
- Barracks Renovation, Naval Air Station
- Aquatics Training Facility, Fort Sam Houston
- Topaz LMS 100, 250 MGW Power Plant, AEP Energy
- Texas A&M Art and Auditorium Building, Texas A&M Corpus Christi
- LEED Office Facility, Zachery Corporation (LEED Platinum Winner)
- New Laredo Highway Road Expansion, Texas DOT
- IH-10/1604 Loop Bridge and Infrastructure, Texas DOT

VISION
CONSTRUCTION COMPANY, INC

Charles Tubb

Superintendent/Quality Control Manager

Specialized Trainings:

- American Welding Society QC1-Certified Welding Inspector #09122141
- National Institute for Certification in Engineering Technologies Level IV SET Concrete - #070042
- National Institute for Certification in Engineering Technologies Level III CET Asphalt
- National Institute for Certification in Engineering Technologies Level IV CET Solis
- American Concrete Institute Flatwork Finisher Technician #00055387
- American Concrete Field Testing Technician Grade I #00055387
- Component Sales & Service Radiation Safety Officer Training and Certification #2199
- Troxler Electronic Laboratories & Campbell Pacific Nuclear Specific Training & Certified 1985

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CORPORATE ROLE

Charles Tubb has a wealth of experience with extensive background monitoring, enforcing, documenting, and training personnel the awareness of safety by OSHA CFR 1910 sub parts A-Q, S, and Z, safety and health regulations, including US Army Corps of Engineers Safety & Health Requirement manual EM 385-1-1. He is a certified Radiation Safety Officer for the storage, transportation, inventory, and dosage monitoring compliance with the Texas Department of Health and Regulations as set forth by Title 25 Texas Administrative Code 289.

PROJECT EXPERIENCE

Jefferson Water Treatment Plant Administration Building

General Contractor for new construction of an approximate 10,700 square foot, two-story building for the City of Laredo Utilities Department. The project will contain administrative areas, as well as interactive water education exhibits areas, learning center, conference room, and observation area. The project also features a landscaped upper terrace level, rain water collection tank, park, and picnic area.
Contract Performance Period: April 2013 – August 2016
Contract Amount to date: $4,700,047.51

Texas General Land Office Rio Grande Valley Veterans Cemetery Columbarium Expansion

General Contractor for new construction and expansion of the Columbarium through the construction of two Columbarium walls, site work to accommodate the expansion, and an Add Alternate for replacement of the roofing and siding panels in the irrigation pump house at the Rio Grande State Veterans Cemetery in Mission.
Contract Performance Period: April 2014 – October 2014
Contract Amount to date: $328,146.00

Zapata County Independent School District
Zapata High School Welding Shop Renovation

General Contractor for renovation of the High School Welding Shop including both interior and exterior work.
Contract Performance Period: May 2015 – August 2015
Contract Amount to date: $720,383.23

VISION
CONSTRUCTION COMPANY, INC
Committed to Excellence

Project: City of Laredo
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Proposed Progress Schedules:

Vision's proposed progress schedules will comply with contract requirements and allowable specified time as per Owner contract.
Please see attachment

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

Please see attachment

Subcontractors: **(Submit a list of proposed Subcontractors and Suppliers. List sources, types and manufacturers of proposed materials)**

Attached List is required to be submitted with Bid Forms.

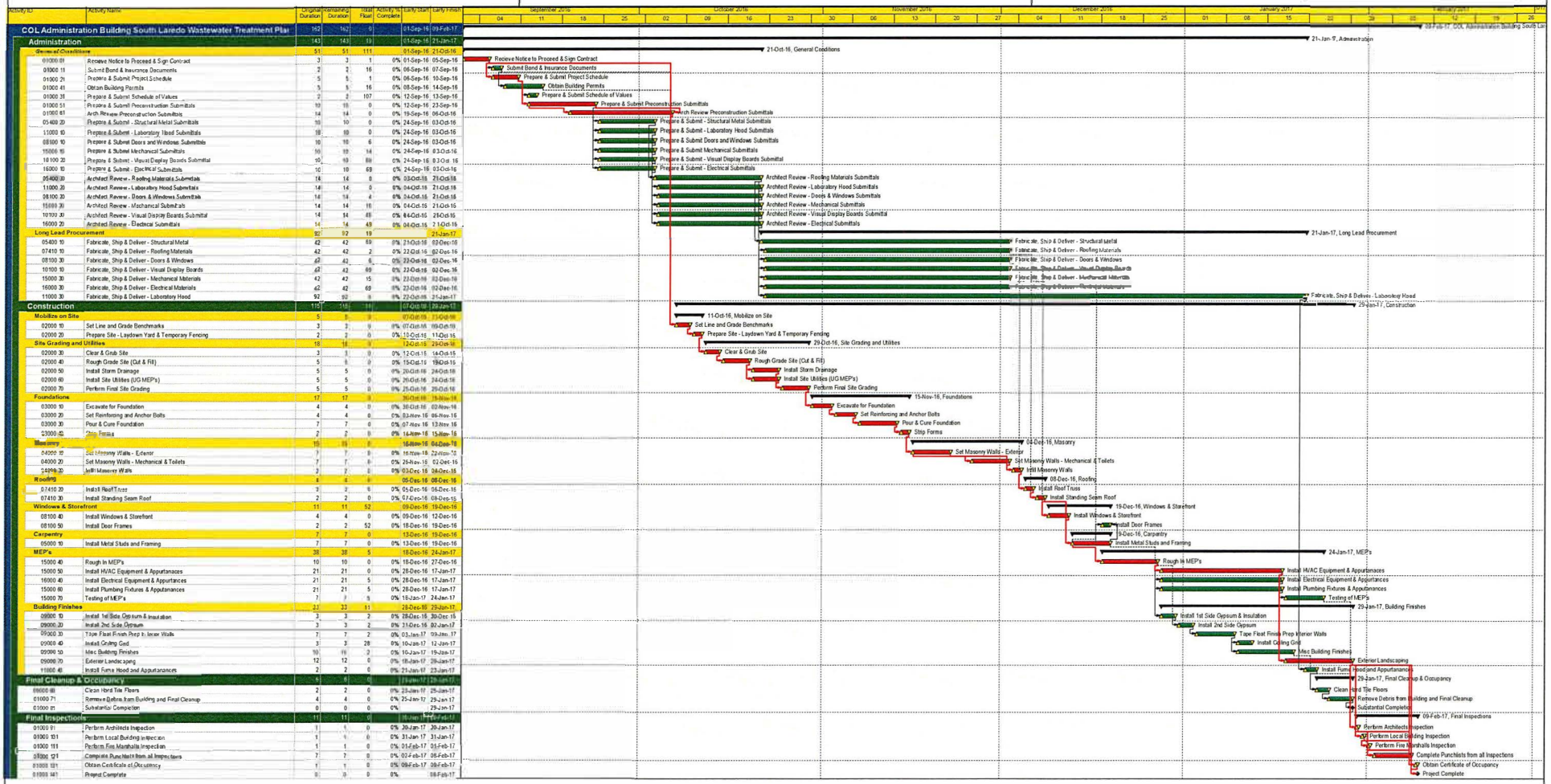
See Page 10, 11 and 12.

NOTE: **TO BE SUBMITTED UPON REQUEST IS NOT AN ACCEPTABLE ANSWER.**

NF **Initial**

COL Administration Building South Laredo Wastewater Treatment Plant

16-Aug-16 22:38



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Project Start: 01-Sep-16

Project Finish: 09-Feb-17

Data Date: 01-Sep-16

Current Equipment (Major Items)

Description	Year	Manufacturer	Model	ID Serial Number
Grasshopper 35HP 72 Mow	2014	Grasshopper		6510298
Grasshopper 35HP 72 Mow	2014	Grasshopper		6510299
Grasshopper 35 HP 72" mower	2014	Grasshoppr		6510759
Grasshopper 35 HP 72" mower	2014	Grasshopper		6510760
Grasshopper 61 Midmount Diesel Mower	2014	Mower	325D-61	
Grasshopper 61" Midmount Diesel	2014	Grasshopper		6416321
Rhino 4155 Flex Wing	2014	Ewald		30015
Deck Mower 72 37hp Tank	2007	Club Cadet		1C100Z30011
Tractor w/ Shredder	2007	Massey Ferguson	583	9365BS32005
Tractor w/ Shredder	2010	Massey Ferguson	583	9365BS33096
Deck Mower 60" 31 HP	2011	Cub Cadet	53A18D&6050	3A089Z40003
15' Batwing Shredder	2011	Woods	BW15LH	1168733
283 Front End Loader	2011	Mahindra	ML283SKC	1168733
Windsor Chariot 3	2013	Windsor Chariot		10061510000055
Windsor Chariot 3	2013	Windsor Chariot	2013	10061510000056
Windsor Chariot 3	2013	Windsor Chariot		1006151000057
DRO- Radius 280 28	2013	DRO		10472030010064
DRO - Radius 280 28	2013	DRO		10472030010078
DRO - Radius 280 28	2013	DRO		10472030010079
15 Ft Flex Wing Rotary	2013	Rhino	FR180	11869
Four Person Utility Vehicle	2013	Kawasaki		JK1AFCR14DB51918
GH Mower Assembley MI 23 HP 61 D	2013	DeWinne	223-61	63113462
Cub Cadet Zero	2013	DeWinne		3A059Z40002
GH Mower Assembly MI 23 HP 48 D	2013	DeWinne	220-48	6311656
Cub Cadet Mower	2013	DeWinne	S66031	1B040Z30012
Gravely Pro Turn	2013	DeWinne	992235	020083
Gravely Pro Turn	2013	DeWinne	992235	021477
Prostance 52 KAW	2013	DeWinne	994112	20270
Prostance 52 KAW	2013	DeWinne	994112	20271
CCC 1.0 4X4 EFI RED	2013	DeWinne		1H190Z500006
IH 1586 W/15 ft Rhino Cu	2013	DeWinne		
Golf Cart	1999	EZ Go		
Slit Seeder	2014	Land Pride	862137	606NT820975
Tractor	2014	Kubota		A11016
Tractor	2014	Kubota		A11018
Flex Wing	2014	Land Pride		861741
Flex Wing	2014	Land Pride		806121
Flex Wing	2014	Land Pride		848029
Flex Wing	2014	Land Pride		860122
Flex Wing	2014	Land Pride		847616
Flex Wing	2014	Land Pride		A790695
Zero Turn Tractor	2014	Kubota		A10595
Case 580 M II 4x4 Loader	2005	Case	580M	N5C388768
Genuine GTH-844 Telehandler	2006	Genuine	GTH-844	GTH0806A-9915
Genie GS1930 Scissor Lift 19'		Genie	GS1930	GS3008B-96573
Genie GS1930 Scissor Lift 19'		Genie	GS1930	GS3008B-91102

City of Laredo
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

GENERAL CONTRACTOR'S SUBCONTRACTORS AND SUPPLIERS

THIS LIST MUST BE FILLED OUT AND SUBMITTED WITH PROPOSAL FORMS!

ITEM	*NAME*	*CONTACT*	*PHONE NO.*

DIVISION 2 SITEWORK:

02110	Site Clearing	
02200	Earthwork	
02240	Paving Base Course	
02281	Termite Control	
02665	Water Systems	
02730	Sanitary Sewage	
02810	Irrigation System	
02900	Landscaping	

DIVISION 3 CONCRETE:

03100	Concrete Formwork	BD Structural Engineers, LLC Kris Barker (210) 446-5500
03200	Concrete Reinforcement	Caution Concrete Sawing Daniel McDonald (210) 669-2036
03300	Cast In Place Concrete	Holes Of San Antonio Fred (210) 349-5256
03345	Concrete Finishing	Myers Concrete Construction Cade Patterson (512) 842-5000

DIVISION 4 MASONRY:

04220	Concrete Masonry Unit	
04230	Reinforced Unit Masonry	

DIVISION 5 METALS:

05400	Metal Roof Framing Trusses	Alamo Iron Works (210) 223-6161
05500	Metal Fabrications	

DIVISION 6 WOOD AND PLASTICS:

06100	Miscellaneous Carpentry	Artistic Counters Hank Gonzalez (210) 651-3281
06300	Wood Treatment	
06400	Architectural Woodwork	

DIVISION 7 THERMAL AND MOISTURE PROTECTION:

07110	Membrane Waterproofing	Beldon Roofing (210) 341-3100
07160	Bituminous Dampproofing	
07210	Building Insulation & Fire Safing	L.D. Tebben Javier Orti z512 416-1476
07215	Roof Decking and Rigid Deck Insulation	

NF _____ **Initial**

07410 Pre-finished Pre-form Standing Seam Roof System-Soffit Panels
07600 Flashing and Sheet Metal
07900 Sealants and Caulking

DIVISION 8 DOORS AND WINDOWS:

08100 Metal Doors and Frames
08210 HP Plastic Laminate Wood Doors
08320 Aluminum Windows
08420 Aluminum Storefront Window System
08710 Finish Hardware
08800 Glazing

DIVISION 9 FINISHES:

09110 Metal Stud System H&H Doors Chase Stanzel (210)344-3081
09200 Lath & Plaster Allegiance Flooring Alvaro Mendoza (210)347-9531
09260 Gypsum Wallboard System Alamo Crosslink Powder Coat Ben Brewer (210)333-5509
09300 Tile Work San Antonio Tile (210) 494-0432
09510 Acoustical Suspended Ceilings Wessely-Thompson Hardware Terry (210)344-3081
09515 Acoustical Wall Panels NEH Commercial Construction Steve Saide (210) 595-0632
09900 Painting Ramos Paint Cesar Ramos (210)273-2602

DIVISION 10 SPECIALTIES:

10100 Visual Display Boards All About Signs (325) 949-7168
10170 Toilet Compartment
10200 Architectural Louvers & Vents
10450 Signage / Cast Letters
10500 Metal Lockers
10520 Fire Extinguishers and Cabinets
10800 Toilet Room Accessories
10810 Metal Plaque

DIVISION 11 EQUIPMENT:
11132 Manaul Projection Screen ATEX Restraunt Supply (325)224-8888

DIVISION 12 FURNISHINGS:
12520 Horizontal Louver Blind

DIVISION 14 CONVEYING SYSTEM:
Section not required

DIVISION 15 MECHANICAL:

HVAC System Installer / Supplier
Plumbing System Installer / Supplier
Testing, Adjusting and Balancing

NF **Initial**

Division 16 – ELECTRICAL

Electrical System Installer / Supplier Central Electric Ernest Martinez (210) 433-9999

General Contractor's FULL TIME Superintendent Charles Tubb

Others…

NOTE: Owner and Architect have the right to accept or reject manufacturer, supplier, subcontractor for not complying with specifications, or poor past performance as determined by Owner or references. No additional compensation will be allowed.

NF **Initial**

CHECKLIST FOR BIDDERS
(INCLUDE WITH BID FORM FORMS)

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

All information required by the terms of the Bid Documents must be furnished. **MISTAKES OR OMISSIONS CAN BE COSTLY AND CAN RESULT IN THE REJECTION OF YOUR BID.** Important items for you to check are included in but not limited to, those listed below.

[✓] Have you acknowledged receipt of all addenda to the plans and specifications?
[✓] Have you acknowledged reading Spec section Texas Ethics Commission Sheets 1 thru 4?
[✓] Have you acknowledged reading Spec section Texas Administrative Code Sheets 1 thru 3?
[✓] Is your bid properly signed? (Refer to Bid Documents)
[✓] Include bid guarantee.
[✓] Is your bid guarantee in the proper amount? (5% of total bid price)
[✓] Your bid guarantee must be in the form of a Bidder's Bond, a Certified Check or Cashier's Check.
[✓] If your bid guarantee is in the form of a Bidder's Bond, is the bond properly signed by both the bidder and surety and are all required seals affixed?
[✓] Is the surety company qualified and licensed by the State of Texas as required by the provisions of the bid documents?
[✓] Is the name in which you submitted the bid the same on your bid proposal as on the Bidder's Bond?
[✓] Are decimals in unit prices in the proper places? Are your figures legible?
[✓] Are all erasures or corrections initialed by the person signing the bid or by an authorized representative of the person signing the bid.
[✓] Do not restrict your bid by altering any provisions of the Bid Document or by attaching any documents to the Bid Form that takes exception to the Bid Documents.
[✓] Have you included all pages of the Bid Form with your bid? Total 13 Pages. Are all blanks in the Proposal properly completed (equipment brands, alternate materials, etc.)?
[✓] Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct project name and bid opening date?

[✓] **Attach signed copy of this Check List (Page 13/ Bid Form 1 thru 13) for Bidders.**

Noel Flores, President — Type Name and Title
8/18/2016 — Date
Vision Construction Company Inc. — Firm Name
Noel Flores — Signature

NF — **Initial**

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her Sub-Contract until the insurance required of the Subcontractor has been so obtained and approved.

a. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable State or Territorial law for all of his/her employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the 5 Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In the case where any class of employees engaged in hazardous work on the project under this Contract and is not protected under the Workmen's Compensation Statute, The Contractor shall provide and shall cause each Subcontractor to provide adequate employee's liability insurance for the protection of such of his/her employee as are not otherwise protected.

b. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of his Contract: Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amount of not less than $1,000,000 for bodily injury, including accidental death, to any one person and an amount not less than $1,000,000 on account of any one occurrence: Property Damage in the amount not less than $1,000,000 per occurrence and $1,000,000 aggregate; and Vehicle Liability of $1,000,000 for any one person or $1,000,000 for each occurrence.

c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his/her Subcontractor to procure and shall maintain during the life of his /her Subcontractor, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amount specified in Subparagraph b. above or, (2) insure the activities of his/her Subcontractors in his/her policy specified in Subparagraph b. above.

d. Scope of Insurance and Special Hazards: The insurance required under Subparagraph b. and c. above shall provide adequate protection for the Contractor and his/her Subcontractor's, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by any one directly or indirectly employed by him/her and also against any of the special hazard which may be encountered in the performance of this Contract.

e. Builder's Risk Insurance (Fire and Extended Coverage): Unless otherwise provided by the Owner, the Contractor shall procure and shall maintain during the life of this Contract Builder's Risk Insurance (Fire and Extended Coverage on a 100 percent (100%)

completed value basis on the insurable portion of the project. The Owner, the Contractor, and Subcontractor (as their interests may appear), shall be named as the Insured.

f. Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The Insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner".
The Owner, the Contractor, and Subcontractor (as their interests may appear), shall be named as the Insured.

g. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. A blanket waiver of subrogation in favor of the City of Laredo shall be contained in the Workers Compensation, and all liability policies.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/14/2016

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 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 Wortham San Antonio Inc. 131 Interpark Blvd. San Antonio, TX 78216 www.worthaminsurance.com	CONTACT NAME: (SA) MaryLynn Lurz PHONE (A/C, No, Ext): 210-249-2303 FAX (A/C, No): 210-223-2806 E-MAIL ADDRESS: marylynn.lurz@worthaminsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Allied Property and Casualty Insurance Company	42579
INSURED Vision Construction Co., Inc. 4242 Woodcock Drive #230 San Antonio TX 78228	INSURER B : Texas Mutual	22945
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 30387947 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:			GLPO3007701101	6/16/2016	6/16/2017	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
	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			BAPC3007701101	6/16/2016	6/16/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☐ UMBRELLA LIAB ☐ OCCUR ✓ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ none			CAD3007701101	6/16/2016	6/16/2017	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001192161	6/16/2016	6/16/2017	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Insured Copy

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 John L. Wortham & Son L.P.

John L. Wortham & Son, L.P.

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#4

BID FORM

CITY OF LAREDO

SOUTH LAREDO WASTEWATER TREATMENT PLANT ADMINISTRATION BUILDING
309 RIVERFRONT ST.
LAREDO, TEXAS

ARCHITECT'S PROJECT NO. 2015 -8
JUNE 17, 2016

Required Submission of Bid Form
INCLUDE ALL SHEETS 1 THRU 15

Please Submit 1 Original
Sign and Initial All Pages as Required

Initial

BID FORM

To: The City of Laredo, Texas

Honorable Pete Saenz, Mayor

From: TRILLIUM LLC d/b/a COBALT CONSTRUCTION
Contractor

Address: 216 W. Village Blvd #304, Laredo, TX
Phone: 956. 727. 2870

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: **(Please initial and date):**

Addendum No. 1: _____ 8/04/16
Addendum No. 2: _____ 8/11/16
Addendum No. 3: _____
Addendum No. 4: _____
Addendum No. 5: _____

Acknowledgment of other documents: **(Please initial and date):**

Wage Determination: _____ 8/18/16
Labor Provisions: _____ 8/18/16
Affirmative Action Program: _____ 8/18/16

_____ **Initial**

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

EDUARDO SALIDO
being first duly sworn, deposes and says

That he is MANG MEMBER
(a Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of EDUARDO SALIDO
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 18th day of August, 2016.

Notary Public

ROSARIO ORDUNA
Notary Public, State of Texas
My Commission Expires
April 24, 2018

My Commission expires

Initial

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

RAMON DIEZ BARRON
being first duly sworn, deposes and says

That he is MANAGING PARTNER
(a Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 18th day of August, 2016.

Notary Public

My Commission expires

ROSARIO ORDUNA
Notary Public, State of Texas
My Commission Expires
April 24, 2018

Initial

BID BOND

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____

_____

as Principal, and _____ as
Surety, are hereby held and firmly bound unto

_____

as Owner in the penal sum of _____
for payment of which, well and truly to be made, we hereby jointly an severally bid ourselves, our heirs, executors, administrations, successors and assigns.

Signed, this _____ day of _____, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to

_____ a certain Bid,
attached hereto and hereby made a part hereof to enter into a Contract in writing for the

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that he obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

Initial

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set fourth herein.

_____ (L.S.)
Principal

_____
Surety

By: _____

Initial

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Trillium, LLC DBA Cobalt Construction as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY,** as surety, hereinafter called the "Surety," are held and firmly bound unto City of Laredo as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest amount bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for South Laredo Wastewater Treatment Plant Administration Building

Proj. No. 2015-8

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 16th day of August, 2016.

Trillium, LLC DBA Cobalt Construction
(Principal)

BY: RAMON DIAZ BARRAZA

TITLE: MANAGER

SURETEC INSURANCE COMPANY

BY: _____
Gregory Kahn , Attorney-in-Fact

POA #: 5220806

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Gregory Kahn

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Trillium, LLC DBA Cobalt Construction
Obligee: City of Laredo
Amount: **$** 1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 16th day of August, 2016, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

CITY OF LAREDO
UTILITIES DEPARTMENT
BID SCHEDULE

PROJECT: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

BASE BID AMOUNT $ 1,226,629.75 .00

WRITTEN IN WORDS: One Million Two Hundred Twenty Six Thousand Six Hundred Twenty Nine Dollars and Seventy Five Cents

TRILLIUM LLC d/b/a COBALT CONSTRUCTION
Contractor

Signature by Eduardo Salido - its Mang. Membr
Title

216 W. Village Blvd #304, Laredo, TX 78041
Address City/State Zip Code

Telephone Number: (956) 727-2870

Fax Number: ( ) 956 - 717-0528

Date: 8/18/16

NOTE: **ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETED IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.**

ES **Initial**

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Base Proposal

Materials Incorporated into the project: $433,565.22

All Other Charges (include Allowances) For Base Bid:..... $793,064.53

Total For Base Bid: .....$ 1,226,629.75

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

Construction contract time for the project is 110 Working Days.

Initial

INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: FED Ex Ground Warehouse
   Value of Contract: $7,528,607.81
   Date Completed: 3/31/2016

2. Name of Project: ICE/ERO Detention Facility & Administration Building
   Value of Contract: $1,640,852.82
   Date Completed: 8/16/16

3. Name of Project: Palos Garza Warehouse
   Value of Contract: $3,024,484.98
   Date Completed: 3/1/16

Experience Data: Include the resume of the full time job Superintendent.

Attached at Final

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

NOTE: TO BE SUBMITTED UPON REQUEST IS NOT AN ACCEPTABLE ANSWER.

GS **Initial**

Project: City of Laredo
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

Proposed Progress Schedules:

ATTACHED AT FINAL

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

ATTACHED AT FINAL

Subcontractors: **(Submit a list of proposed Subcontractors and Suppliers. List sources, types and manufacturers of proposed materials)**

Attached List is required to be submitted with Bid Forms.

See Page 10, 11 and 12.

NOTE: **TO BE SUBMITTED UPON REQUEST IS NOT AN ACCEPTABLE ANSWER.**

Initial

City of Laredo
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

GENERAL CONTRACTOR'S SUBCONTRACTORS AND SUPPLIERS

THIS LIST MUST BE FILLED OUT AND SUBMITTED WITH PROPOSAL FORMS!

ITEM	*NAME*	*CONTACT*	*PHONE NO.*
DIVISION 2 SITEWORK:			
02110 Site Clearing	A-ROD CONSTRUCTION	ADRIAN RODRIGUEZ	956.645.9031
02200 Earthwork	A-ROD CONSTRUCTION	ADRIAN RODRIGUEZ	956.645.9031
02240 Paving Base Course	A.ROD CONSTRUCTION	ADRIAN RODRIGUEZ	956.645.9031
02281 Termite Control	AMBUSH EXTERMINATORS	SYLVIA	956.727.2874
02665 Water Systems	A.PLUS PLUMBING	RICARDO AGUILAR	956.237.7810
02730 Sanitary Sewage	A.PLUS PLUMBING	RICARDO AGUILAR	956.237.7810
02810 Irrigation System	MIGUEL ZAPATA	MIGUEL ZAPATA LIC#19016	956.898.7439
02900 Landscaping	DIXIE'S LANDSCAPING	HOMERO LUGO	956.237.7909
DIVISION 3 CONCRETE:			
03100 Concrete Formwork	RAMOS CONCRETE	JAVIER RAMOS	956.237.3767
03200 Concrete Reinforcement	RAMOS CONCRETE	JAVIER RAMOS	956.237.3767
03300 Cast In Place Concrete	RAMOS CONCRETE	JAVIER RAMOS	956.237.3767
03345 Concrete Finishing	RAMOS CONCRETE	JAVIER RAMOS	956.237.3767
DIVISION 4 MASONRY:			
04220 Concrete Masonry Unit	CARACHEO STUCCO & MASONRY	EDGAR CARACHEO	956.237.9739
04230 Reinforced Unit Masonry	CARACHEO STUCCO & MASONRY	EDGAR CARACHEO	956.237.9739
DIVISION 5 METALS:			
05400 Metal Roof Framing Trusses	LIGHT GAUGE SOLUTIONS	VICKIE JONE	682.564.0378
05500 Metal Fabrications	TROIS ENTERPRISES	VIRGILIO DIAZ	956.724.8096
DIVISION 6 WOOD AND PLASTICS:			
06100 Miscellaneous Carpentry	DOS LAREDOS CABINETS	CARLOS BERLANGA	956.645.9136
06300 Wood Treatment	SAGA PAINTING	JESUS HERNANDEZ	956.648.8457
06400 Architectural Woodwork	DOS LAREDO CABINETS	CARLOS BERLANGA	956.645.9136
DIVISION 7 THERMAL AND MOISTURE PROTECTION:			
07110 Membrane Waterproofing	SAGA PAINTING	JESUS HERNANDEZ	956.648.8457
07160 Bituminous Dampproofing	SAGA PAINTING	JESUS HERNANDEZ	956.648.8457
07210 Building Insulation & Fire Safing	SAGA PAINTING	JESUS HERNANDEZ	956.648.8457
07215 Roof Decking and Rigid Deck Insulation	AFTERMATH ROOFING	JUAN DOLLINGER	956.753.7663

Initial

07410 Pre-finished Pre-form Standing Seam Roof System-Soffit Panels MESCO BLDG SOLUTIONS REBECCA PAUL 214.687.9711
07600 Flashing and Sheet Metal MBCI REBECCA PAUL 214.687.9711
07900 Sealants and Caulking RNR REBAR SUPPLY RAMIRO GUEVARA 956.791.1214

DIVISION 8 DOORS AND WINDOWS:

08100 Metal Doors and Frames WALLS + GRIDS MAURO SANCHEZ 956.237.2699
08210 HP Plastic Laminate Wood Doors WALLS & GRIDS MAURO SANCHEZ 956.237.2699
08320 Aluminum Windows QUALITY REFLECTIONS ROBERTO RAMIREZ 956.725.4520
08420 Aluminum Storefront Window System QUALITY REFLECTIONS ROBERTO RAMIREZ
08710 Finish Hardware WALLS & GRIDS MAURO SANCHEZ 956.237.2699
08800 Glazing QUALITY REFLECTION ROBERTO RAMIREZ 956.725.4520

DIVISION 9 FINISHES:

09110 Metal Stud System RIO GRANDE MATERIALS JOE ORENGO 956.286.2700
09200 Lath & Plaster SHERWIN WILLIAMS EDUARDO GARCIA 956.729.9605
09260 Gypsum Wallboard System RIO GRANDE MATERIALS JOE ORENGO 956.286.2700
09300 Tile Work JASON'S TILE JASON FUENTES 956.237.2727
09510 Acoustical Suspended Ceilings WALLS & GRIDS MAURO SANCHEZ 956.237.2699
09515 Acoustical Wall Panels WALLS & GRIDS MAURO SANCHEZ 956.237.2699
09900 Painting SAGA PAINTING JESUS HERNANDEZ 956.648.8457

DIVISION 10 SPECIALTIES:

10100 Visual Display Boards ULINE SALES 800.295.5510
10170 Toilet Compartment PARTITION PLUS TED SMIALEK 800.298.9696
10200 Architectural Louvers & Vents
10450 Signage / Cast Letters SOUTHWELL CO. DAVID ROBLEDO 210.223.1831
10500 Metal Lockers ROUND ROCK IND. EQIP. CARRIE CULPEPPER 512.385.5295
10520 Fire Extinguishers and Cabinets BORDER FIRE GUSTAVO RENDON 956.237.3236
10800 Toilet Room Accessories THE 10TH JACQUELINE FIGUEROA 956.521.3722
10810 Metal Plaque SOUTHWELL CO. DAVID ROBLEDO 210.223.1831

DIVISION 11 EQUIPMENT:
11132 Manaul Projection Screen B+H PHOTO & VIDEO 866.242.7153

DIVISION 12 FURNISHINGS:
12520 Horizontal Louver Blind AVILAS DRAPPERY ALEJANDRO AVILA 956.763.6037

DIVISION 14 CONVEYING SYSTEM:
Section not required

DIVISION 15 MECHANICAL:

HVAC System Installer / Supplier TEMPRITE MECHANICAL RENE SALINAS 956.726.3826
Plumbing System Installer / Supplier A PLUS PLUMBING RICARDO AGUILAR 956.237.0810
Testing, Adjusting and Balancing

Initial

Division 16 – ELECTRICAL

Electrical System Installer / Supplier QFS ELECTRIC HOMERO SALDIVAR 956.728.1550

General Contractor's FULL TIME Superintendent ALBERTO BERNAL

Others…

NOTE: Owner and Architect have the right to accept or reject manufacturer, supplier, subcontractor for not complying with specifications, or poor past performance as determined by Owner or references. No additional compensation will be allowed.

Initial

CHECKLIST FOR BIDDERS
(INCLUDE WITH BID FORM FORMS)

Project: **City of Laredo**
South Laredo Wastewater Treatment Plant Administration Building
309 Riverfront St., Laredo, Texas

All information required by the terms of the Bid Documents must be furnished. **MISTAKES OR OMISSIONS CAN BE COSTLY AND CAN RESULT IN THE REJECTION OF YOUR BID.** Important items for you to check are included in but not limited to, those listed below.

[✓] Have you acknowledged receipt of all addenda to the plans and specifications?
[✓] Have you acknowledged reading Spec section Texas Ethics Commission Sheets 1 thru 4?
[✓] Have you acknowledged reading Spec section Texas Administrative Code Sheets 1 thru 3?
[✓] Is your bid properly signed? (Refer to Bid Documents)
[✓] Include bid guarantee.
[✓] Is your bid guarantee in the proper amount? (5% of total bid price)
[✓] Your bid guarantee must be in the form of a Bidder's Bond, a Certified Check or Cashier's Check.
[✓] If your bid guarantee is in the form of a Bidder's Bond, is the bond properly signed by both the bidder and surety and are all required seals affixed?
[✓] Is the surety company qualified and licensed by the State of Texas as required by the provisions of the bid documents?
[✓] Is the name in which you submitted the bid the same on your bid proposal as on the Bidder's Bond?
[✓] Are decimals in unit prices in the proper places? Are your figures legible?
[✓] Are all erasures or corrections initialed by the person signing the bid or by an authorized representative of the person signing the bid.
[✓] Do not restrict your bid by altering any provisions of the Bid Document or by attaching any documents to the Bid Form that takes exception to the Bid Documents.
[✓] Have you included all pages of the Bid Form with your bid? Total 13 Pages. Are all blanks in the Proposal properly completed (equipment brands, alternate materials, etc.)?
[✓] Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct project name and bid opening date?

[✓] **Attach signed copy of this Check List (Page 13/ Bid Form 1 thru 13) for Bidders.**

EDUARDO SALDO Jr Mang Member — 8/18/16
Type Name and Title — Date

TRILLIUM LLC d/b/a COBALT CONSTRUCTION
Firm Name

Signature

Initial

ALBERTO F. BERNAL
11164 Capistran Lp.
Laredo TX 78045
Email alberto.bernal@live.com.mx
Birth Date: 02 – 23 – 1979
Birth Place: Nuevo Laredo, Tamps (U. S. Legal Resident)
Phone: (956) 286-2362

EDUCATION

Technological Institute of Nuevo Laredo (1998-2002)
Bachelors Degree in Architecture

PROFESSIONAL GOAL

I am seeking to establish a long time relationship to an employer that allows me utilize and enhance my skills. My long time goal is to obtain a Masters Degree in Architecture.

EMPLOYMENT HISTORY

February 2000 - February 2004 / Fideicomiso Centro Histórico/ N. Laredo, Tamps. / 011 52 713-6167 / Arq. Mónica de la Mora / C.P.A. Guillermo Fernández de Jáuregui Velasco / Arq. Noe Magaña Moreno School project / Professional Practices / Technical Director Assistant
Urban Image Regeneration making as built and photographic uplifting of the actual conditions. Planning and proposal of urban image improvement using CAD and Adobe Photoshop software for graphic exhibits.

May 2004 – October 2005 / Espacios Arquitectónicos / Nuevo Laredo, Tamps. / 011 52 714-35-12 / Arq. Noe Aaron Benavides Nuñez – Permanent Position – Drafting Technician.
Drawings of architectural, structural and civil plans.

October 2005 – November 2008 / Altta Homes S. de R. L. / Nuevo Laredo, Tamps / 011 52 719-20-01 / Ing. Victor Manuel Jiménez Gomez / Permanent Position / Construction and Quality Supervisor
Jobsite's construction and urban planning and supervision; construction schedules, project administration, suppliers, purchase orders, subcontracts, material orders, budgets and costs. Management on physic and electronic construction schedules according to payments and estimations.

November 2008 – February 2010 / R. Ayuntamiento 2008 – 2010 / IMPLADU / Nuevo Laredo, Tamps. / 011 52 714-9- 01 / Arq. Eduardo Alarcón Cantu / Temporal Position / Design and Drawing Technician.
Planning, drawing and designing plans by sketching and using Auto CAD. Use of Adobe Photoshop software for graphic exhibits.

February 2010 - May 2010 / Modern Construction / Laredo, TX / (956) 724-9001 / Douglas Martinez / Permanent Position / Construction Superintendent. Jobsite´s construction and supervision; construction schedules. Management on physic and electronic construction schedules.

May 2010 – November 2010 / Webb County / Laredo, TX / (956) 523-4180 / Manuel Guerra / Temporal Position / Inspector-Assessor. Community Action Agency Weatherization Program Inspector-Assessor.

May 2011 – July 2015/Park Avenue Construction Ltd./Laredo, TX/ (956) 727-7275/ John Valle/ Permanent Position/ Construction Supervisor. Jobsite´s construction and supervision; construction schedules. Management on physic and electronic construction schedules

August 2015 – To the date/Cobalt Construction/Laredo, TX/ (956) 727-2870/ Eduardo Salido/ Permanent Position/ Construction Supervisor. Jobsite´s construction and supervision.

COMPUTER SKILLS

AutoCAD - Microsoft Office (Word, Excel, Powerpoint) - AccuRender 3.1

LANGUAGES

Spanish spoken, read and written 100%
English spoken, read and written 95%

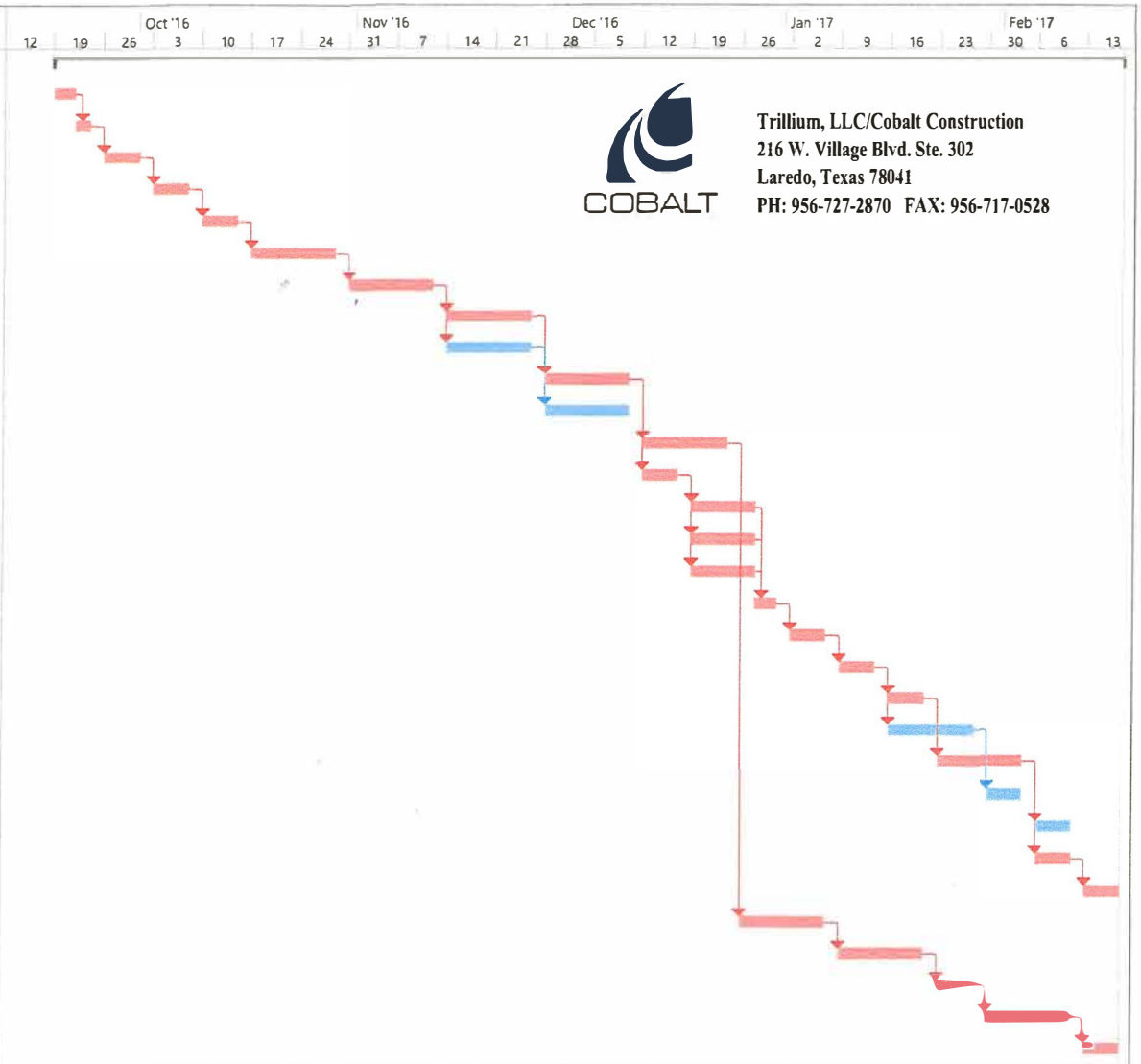
REFERENCES

Alejandra Martínez (Friend)
(956) 290-5345

Dora Ruiz (Sister in Law)
(956) 771-6922

Daniel Guajardo (Friend)
(956) 774-9298

ID	Task Mode	Task Name	Duration	Start	Finish
1		**<New Summary Task>**	**110 days**	**Mon 9/19/16**	**Fri 2/17/17**
2		Permits/Mobilizatic	3 days	Mon 9/19/16	Wed 9/21/16
3		SW3P	2 days	Thu 9/22/16	Fri 9/23/16
4		Sitework/Grading	5 days	Mon 9/26/16	Fri 9/30/16
5		Building Pad	5 days	Mon 10/3/16	Fri 10/7/16
6		Rough Plumbing	5 days	Mon 10/10/1	Fri 10/14/16
7		Building Slab	10 days	Mon 10/17/1	Fri 10/28/16
8		CMU Walls	10 days	Mon 10/31/1	Fri 11/11/16
9		Steel trusses	10 days	Mon 11/14/1	Fri 11/25/16
10		Brick Veneer	10 days	Mon 11/14/1	Fri 11/25/16
11		Roofing	10 days	Mon 11/28/1	Fri 12/9/16
12		Stucco	10 days	Mon 11/28/1	Fri 12/9/16
13		Metal siding	10 days	Mon 12/12/1	Fri 12/23/16
14		Interior partitions	5 days	Mon 12/12/1	Fri 12/16/16
15		Electrical rough	7 days	Mon 12/19/1	Tue 12/27/16
16		Plumbing rough	7 days	Mon 12/19/1	Tue 12/27/16
17		Ductwork	7 days	Mon 12/19/1	Tue 12/27/16
18		Inspections	3 days	Wed 12/28/1	Fri 12/30/16
19		Sheetrock	5 days	Mon 1/2/17	Fri 1/6/17
20		Paint/Tape float	5 days	Mon 1/9/17	Fri 1/13/17
21		Ceiling grid	5 days	Mon 1/16/17	Fri 1/20/17
22		Paint	10 days	Mon 1/16/17	Fri 1/27/17
23		Flooring	10 days	Mon 1/23/17	Fri 2/3/17
24		Electric trim	5 days	Mon 1/30/17	Fri 2/3/17
25		Plumbing Fixtures	5 days	Mon 2/6/17	Fri 2/10/17
26		Cabinets	5 days	Mon 2/6/17	Fri 2/10/17
27		Finish out	5 days	Mon 2/13/17	Fri 2/17/17
28		Caliche	10 days	Mon 12/26/1	Fri 1/6/17
29		Curb &gutter	10 days	Mon 1/9/17	Fri 1/20/17
30		Paving	5 days	Mon 1/23/17	Fri 1/27/17
31		Landscape	10 days	Mon 1/30/17	Fri 2/10/17
32		Striping	5 days	Mon 2/13/17	Fri 2/17/17



COBALT
Trillium, LLC/Cobalt Construction
216 W. Village Blvd. Ste. 302
Laredo, Texas 78041
PH: 956-727-2870 FAX: 956-717-0528

Project: Admin Bldg
Date: Wed 8/17/16

Task	Inactive Task	Manual Summary Rollup	External Milestone	Manual Progress
Split	Inactive Milestone	Manual Summary	Deadline	
Milestone	Inactive Summary	Start-only	Critical	
Summary	Manual Task	Finish-only	Critical Split	
Project Summary	Duration-only	External Tasks	Progress	

Trillium, LLC/Cobalt Construction
216 W. Village Blvd. Ste. 304
Laredo, Texas 78041
Ph.: 956-727-2870 Fax: 956-717-0528

A-Rod Equipment Schedule

1. 2005 Caterpillar 416D #0416DVFP08371 Tractor-Loader-Backhoes
2. 2002 Caterpillar 416D #0416DVBFP05289 Tractor-Loader-Backhoes
3. 1990 Caterpillar 613C#92X02052 Single Engine Elevating Scrapers
4. 2000 Roadtec RP-180-10 #RP-180-10277 Wheel Mounted Asphalt Pavers
5. 2003 Caterpillar 615C SERIES II #CAT0615CC9XG01670 Single Engine Elevating Scrapers
6. 2002Caterpillar CP-433E #CP-433-E CFK00132 Single Drum Vibratory Compactors
7. 2007 John Deere 770D #DW770DX611105 Motor Grader
8. 2003 Ingersoil Rand PT125R #157233 Self Propelled Pneumatic Compactors
9. 2008 Hyundai HL740-3 #LF071013-4-WD Articulated Wheel Loaders
10. 20012 Caterpillar 416F #KSF00275 Backhoe Loader
11. 1999 Power Curbers 5700B
12. 2014 John Deer G70G Moto Grader

THIS CHECK IS PROTECTED WITH A VOID PANTOGRAPH - OTHER SECURITY FEATURES DETAILED ON BACK.

VANTAGE BANK TEXAS

CASHIER'S CHECK

319873

93-541
920

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

DATE August 18, 2016

REMITTER TRILLIUM LLC

$*****61,331.49

PAY SIXTY-ONE THOUSAND THREE HUNDRED THIRTY-ONE AND 49/100

TO THE ORDER OF CITY OF LAREDO

TWO SIGNATURES REQUIRED GREATER THAN $5,000.00

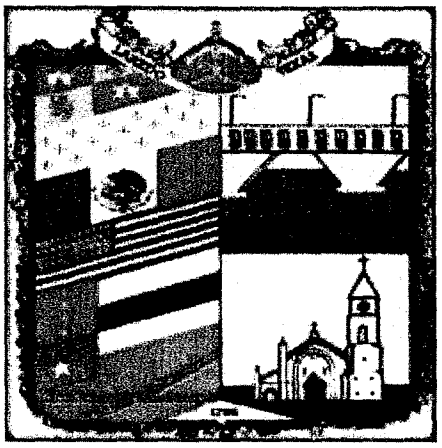
Patty Terry
AUTHORIZED SIGNATURE

PURPOSE _____

COPY VOID COPY VOID COPY VOID

⑈319873⑈ ⑆111912589⑆ ⑈2800609606⑈

To



RECEIVED
2016 AUG 18 PM 3:31

CITY OF LAREDO
City Secretary's Office
1110 Houston Street 3rd Floor

#1

SEALED BID FOR:

South Laredo Wastewater Treatment Plant Administration Building 309 Riverfront St., Laredo, Texas

BID DUE ON August 18, 2016 @ 4:00pm
BID OPENING ON August 19,2016 @ 9:30am

DAVILA CONSTRUCTION, INC.

Davila Construction Inc.
520 Bonham St.
San Antonio TX. 78205
Office #: 210-224-5887
Fax #: 210-224-5735
tony@davilaconstruction.com

...Publishing
...redo, TX 78041

#2

City of Laredo
1110 Houston St 3rd Floor
Laredo, TX 78041

Project Name:
South Laredo Wastewater Treatment
Plant Administration Building

Project No: 2015-8

Due Date: Thursday August 18, 2016 @ 4pm.

#3

RECEIVED

2016 AUG 18 PM 2:42

City of Laredo

City Secretary's Office, City Hall Building

1110 Houston Street, 3rd floor, Laredo, TX

South Laredo Wastewater Treatment Plant

Project No.:2015-8

Vision Construction Company

6017 McPherson Rd

Laredo, TX 78041

S LAREDO WWTP

ADMIN. BLDG.

RECEIVED
2016 AUG 18 PM 3:34

Trillium, LLC/Cobalt Construction
216 W. Village Blvd. Ste. 304
Laredo, Texas 78041
Ph.: 956-727-2870 Fax: 956-717-0528

#4

BID FORM

CITY OF LAREDO

)UTH LAREDO WASTEWATER TREATMENT PLANT ADMINISTRATION BUILDING

309 RIVERFRONT ST.

LAREDO, TEXAS

ARCHITECT'S PROJECT NO. 2015-8

AUGUST 18, 2016

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Robert Eads, Assistant City Manager
Staff Source: Claudia San Miguel, Acting Transit General Manager

SUBJECT

2016-RT-08 Authorizing the City Manager to accept and execute the Texas Department of Transportation (TxDOT) State Urban Grant No. STATE-U-2016-LAREDO-00108 PGA for fiscal year 2017 in the amount of $576,518.00 to be use for Preventative Maintenance for the City of Laredo Transit Department. **(Approved by Operations Committee)**

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

On June 30, 2016, the Texas Transportation Commission passed Minute Order 114611. This Minute Order awards $29 million in state public transportation funds for small urban and rural areas in the State of Texas by the General Appropriations Act enacted by the 84th Texas Legislature Regular Session. The FY2017 state allocation for the City of Laredo is $576,518 to be used for Preventative Maintenance for Fixed-Route Bus and Paratransit (El Lift) services. There is no local match required for this grant.

COMMITTEE RECOMMENDATION

n/a

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year:	2017
Bugeted Y/N?:	Y
Source of Funds:	Grant
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Grant funds will be deposited in the State Operating Grant line item for 2017.

Attachments

STATE-U-2016-LAREDO-00018 PGA
Minute Order 114611
Resolution 2016-RT-08

Application Instructions	Application Instructions
Agency Name	Laredo, City of
Person to be contacted regarding **this** application	
First Name *	Eduardo
Last Name *	Bernal
Phone Number *	(956) 795-2250
Email Address *	ebernal@ci.laredo.tx.us
Click here to download an Obligation Certification.	
Obligation Certification *	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676806-CityofLaredoObligationCertification.pdf
By checking this box, you are indicating that the service profile for this organization is accurate. *	✔
Project Service Area *	✔ Urban Rural
If "Urban" is selected, please select the urbanized area.	Laredo

General Information

1. Describe the proposed project(s) for which the funds will be used. *

   The City of Laredo and the Laredo Transit Management Inc. (El Metro) will use these grants funds for capital preventative maintenance expenses for fixed route and ADA Complementary Para transit services within the city limits of Laredo. The Transit Bus System operates a total of 22 fixed bus routes Monday thru Sunday 363 days a year. The Para Transit services includes 18 accessible vans and newly acquired 3 MV1 vans. The Para transit service operates the same hours as fixed route with the exception of 3 days of the week that the service starts as 4:30 AM to transport clients to dialysis centers. Grant funds will use for maintaining and operating El Metro fleet that includes fuel, parts, labor and body work. The City of Laredo contracts First Transit based in Cincinnati Ohio to managed the daily bus operations of El Metro. The sub recipient will be operating the service.
   The Laredo Transit operates a "pulse" system with a main transfer station located in the downtown area in Laredo just a few blocks from Nuevo Laredo, Mexico. All fixed route buses have a schedule to board and alight bus passengers in the station within a 20-70 minute headways. Bus transfers are available for those passengers that need to transfer to another bus and to their final destination. El Metro operates a local service in the city limits and Para transit service is limited to 3/4 of a mile of the nearest bus route.

2. Provide a description of how the need/demand for the proposed project(s) was determined. *

   As the city's only public transportation provider, the LTMI will used the funds to continue bus service to the citizens and visitors of Laredo. The city has a population of over 250,000 and continues to grow every day. The bus system has been operational since 1975. Total ridership is expected to over 3 million rides in FY 2016.

3. Describe the anticipated benefits of the project. *

   The anticipated benefits of the project is to continue bus service for the citizens and visitors of Laredo. The majority of the ridership are transit dependent of public transportation. The riders that were recently surveyed do not own a vehicle and use the Metro bus more than 3 times a week. As a result, it is critical for these grant funds to continue the bus service for these riders to go to work, school, hospice, doctor's visits or just shopping that depend on the Metro bus.

4. Identify and describe methods to procure goods and/or services related to this project.

   LTMI will be using the LTMI Purchasing and Procurement Policy manual revised and approved by FTA. This policy will be used for the purchase of parts, oil, fuel and shop equipment. In addition, LTMI will follow the City of Laredo Finance Policy and Procedures for payroll for this project.

5. If vendors have been previously selected, complete the following (press the save button for additional rows).

Vendor Name	**Description of goods/services**

6. Is the proposed project is consistent with continuing, cooperating, and comprehensive regional transportation planning implemented in accordance with 49 U.S.C. §5301? *

   ✔ Yes No

Vehicle Projects

Vehicle projects include the purchase, rebuild and overhaul of vehicles.

1. Are Vehicle Capital expenses parts of the proposed project? *

   Yes ✔ No

2. Describe the scope of the project: for the purchase of a vehicle, identify if the vehicles will be used for expansion or replacement; for rebuild or overhaul, identify the vehicles to be rebuilt/overhauled or describe them by vehicle type. *

3. For each separate vehicle project, describe the need for the project. Specifically, identify how the project was selected and what service improvements and/or project benefits are to be addressed (press the save button for additional rows). *

Vehicle Project Description	Description of Project Need, Selection and Benefit

4. If vehicles are proposed to be purchased, will the vehicles be ADA accessible. *

   Note1: A non-accessible vehicle requires a “waiver” with the Public Transportation Coordinator’s endorsement prior to entering into a grant agreement.
   Note2: All fixed route service vehicles are required by FTA to be accessible and will not be granted waivers.

   If no, please upload an approved copy of Form PTN-116 Request to Purchase Non-Accessible Vehicle(s) in the field provided below.

   Yes No ✔ N/A

   Form PTN-116 upload

Other Capital

Other Capital includes, but is not limited to: shop equipment, communication and computer equipment, hardware and/or software, preventive maintenance, purchase of service, and other miscellaneous equipment. (Program limitations may apply.)

5. Are Other Capital expenses part of the proposed project description? *

   ✔ Yes No

6. Describe the scope of the Other Capital project in detail. *

   The Laredo Transit Management Inc. (El Metro) and the City of Laredo will use these grant funds for preventative maintenance capital expenses for fixed route and demand response services within the city limits of Laredo. A total of twenty-two (22) fixed bus routes operating 363 days of the year from Monday through Sunday. Demand Response (DR) will be operating the same hours as fixed route with the exception for three days of the week the DR service starts at 4:30 AM for dialysis trips. Funds will be used for maintaining and operating El Metro vehicles that include fuel, parts, labor and body work. The City of Laredo contracts First Transit based in Cincinnati, OH to manage the daily bus operations of El Metro. The subrecipient will be operating the service. The LTMI bus fleet consists of 48 heavy-duty buses, 1 rubber tire trolley, 18 cut-away paratransit and 3 MV1 vans.
   The state funds will be used for preventative maintenance for ADA Para transit and fixed route service.

7. Describe the need for the Other Capital project. Specifically, identify how the project was selected and what service improvements and/or project benefits are to be addressed. *
   This capital project will be beneficial to the LTMI and the City of Laredo to continue bus and para transit service in the service area. The ridership in Laredo is highly transit dependent to go to work, school, doctor appointments and dialysis treatments.

Attachments

Please upload any additional documentation that you feel may be relevant to this application.

Description	Upload
System Map	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829-SystemMap_FINAL5-5-2015.pdf
Route 1 Santa Maria	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_2-Route1SantaMariaREVISED5-5-2015.pdf
Route 2 -A San Bernardo/Social Security	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_3-Route2ASanBernardo_SocialSecurity.pdf
Route 2-B San Bernardo /Calton	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_4-Route2BREVISEDFINAL4-3-2015.pdf
Route 3 Convent	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_5-Route3REVISEDFINAL4-3-2015.pdf
Route 4 Springfield	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_6-Route4Springfield.pdf
Route 5 Tilden	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_7-Route5Tilden.pdf
Route 6 Cedar	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_8-Route6Cedar-RevisedFINAL7-21-2015.pdf
Route 7 LCC	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_9-Route7LCC.pdf
Route 8A Guadalupe Lane	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_10-Route8AGuadalupe_Lane.pdf
Route 8B Guadalupe Villa Del Sol	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_11-Route8BGuadalupe_VillaDelSol.pdf
Route 9 Market	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_12-Route9Market.pdf
Route 10 Corpus Christi	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_13-Route10CorpusChristi.pdf
Route 11 Gustavus/LEA	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_14-Route11Gustavus_LEA.pdf
Route 12A Del Mar Express	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_15-Route12ADelMarExpress.pdf
Route 12B Shiloh Express	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_16-Route12BShilohExpressREVISED6-29-20151stproof.pdf
Route 13 Heritage Park	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_17-Route13HeritagePark.pdf
Route 14 Santa Rita	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_18-Route14SantaRita.pdf
Route 15 Main Riverside	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_19-Route15Main_Riverside.pdf
Route 16 TAMIU	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_20-Route16TAMIUREVISEDFINAL6-29-2015.pdf
Route 17 Mines Rd	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_21-Route17MinesRoadFINALeffective8-3-2015rev7-29-2015.pdf
Route 19 Santa Nino	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_22-Route19REVISEDFINAL4-29-2015.pdf
Route 20 Los Angeles	https://apps2.txdot.gov/apps/egrants2/egrants2_uploads/676829_23-Route20LosAngeles.pdf

Construction and Rehabilitation Projects

Construction and Rehabilitation Projects can include the following phases:

Planning, Preliminary Engineering (including environmental review), Final Design and Real Estate Acquisition, Construction/Rehabilitation.

1. Are Construction and/or Rehabilitation related expenses part of the proposed project? *

   Yes ✔ No

2. Identify the Construction and Rehabilitation project phases that will be included as part of the proposed project: *

   A. Planning

   B. Preliminary Engineering
   (including environmental review)
   C. Final Design and Real Estate
   Acquisition
   D. Construction/Rehabilitation

   If **C** or **D** are selected above, please upload a copy of your FTA Region 6 Categorical Exclusion Worksheet
   (if this project is not eligible as a categorical exclusion please contact your PTC):

   FTA Region 6 Categorical Exclusion Worksheet

3. Describe the scope of the Construction and Rehabilitation project in detail. *

4. Describe the need for the Construction and Rehabilitation project. Specifically, identify how the project
   was selected and what service improvements and/or project benefits are to be addressed. *

5. Provide the facility location if available.

   N/A

   Address

   City

   State

   Zip

6. Describe the facility including the facility function. *

Note: *Agencies must receive consultation with PTN prior to Construction and Rehabilitation projects. Consultation is necessary prior to the inclusion of Construction and Rehabilitation projects in a PGA.*

Agency Name	Laredo, City of
Program Type	STATE-U
Does this budget include indirect costs? *	Yes ✔ No
If yes, please enter the Indirect Rate	%

Attachments

Description	Upload
If this budget includes In-Kind funds please upload supporting documentation.	

When entering budget line items, fill out a row and then press the save button for additional rows.

Description			**Scope**			**Fuel Type**			
Preventive Maintenance - 11.7A.00									
			Award Amount			**In-Kind Match**			
Cost Per Unit	**# of Units**	**Total Cost**	$576,518	**State Match**	**Local Match**		**Total Funds**	**Match Ratio**	**TDC**
$1	576518	$576,518					$576,518		0

	Total Cost	**Award Amount**	**State Match**	**Local Match**	**In-Kind Match**	**Total Funds**	**TDC**
Subtotal:	$576,518	$576,518	$0	$0	$0	$576,518	0

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

ALL Districts

Of the amounts appropriated to the Texas Department of Transportation (department) by the General Appropriations Act of the 84th Texas Legislature, Regular Session, $57,482,135 was appropriated for small urban and rural public transportation systems for the 2016-2017 biennium. The Legislature appropriated an additional $3,200,000 to mitigate the impact of the 2010 census changes on formula allocations.

The Texas Transportation Commission (commission) desires to award $28,966,367 for FY 2017.

Title 43, Texas Administrative Code, §31.11 establishes a formula by which public transportation funds shall be distributed to the small urban and rural areas of the state. The FY 2017 awards are shown in Exhibits A and B and have been calculated in accordance with the provisions of §31.11.

Transportation Code, Chapter 455 assigns a broad spectrum of public transportation roles and missions to the department.

Transportation Code, Chapter 456 authorizes the commission to administer public transportation programs.

IT IS THEREFORE ORDERED by the commission that the executive director or the director's designee is hereby authorized to proceed with the awards as shown in Exhibits A and B and to enter into the necessary contracts for the FY 2017 program of projects upon completion of all application requirements by the local public transportation operators.

Submitted and reviewed by:

Director, Public Transportation Division

Recommended by:

James M Bass

Executive Director

116611 JUN 30 16

Minute Number | Date Passed

EXHIBIT A
STATE FY2017 AWARDS TO PUBLIC TRANSPORTATION PROVIDERS

Rural Transit District	Award Amount	Census Impact	Total Award
Alamo Area Council of Governments	$881,165	$5,408	$886,573
Ark-Tex Council of Governments	552,881	17,908	570,789
Aspermont Small Business Development Center, Inc.	259,003	8,937	267,940
Brazos Transit District	1,582,694	43,963	1,626,657
Capital Area Rural Transportation System (CARTS)	901,938	81,083	983,021
Central Texas Rural Transit District	605,040	7,586	612,626
Cleburne, City of	298,467	7,022	305,489
Colorado Valley Transit, Inc.	403,989	0	403,989
Community Services, Inc.	346,781	53,660	400,441
Concho Valley Transit District	394,501	14,622	409,123
Del Rio, City of	269,432	8,650	278,082
East Texas Council of Governments	1,144,330	0	1,144,330
El Paso, County of	277,625	20,523	298,148
Fort Bend County	244,100	12,717	256,817
Galveston County Transit District	534,685	0	534,685
Golden Crescent Regional Planning Commission	518,809	14,793	533,602
Gulf Coast Center	261,900	41,575	303,475
Heart of Texas Council of Governments	363,647	2,029	365,676
Hill Country Transit District	523,148	4,438	527,586
Kleberg County Human Services	251,802	12,705	264,507
Lower Rio Grande Valley Development Council	511,561	27,202	538,763
McLennan County Rural Transit District	316,618	0	316,618
Panhandle Community Services	852,386	15,045	867,431
Public Transit Services	408,864	0	408,864
Rolling Plains Management Corporation	379,553	17,681	397,234
Rural Economic Assistance League, Inc.	695,283	35,861	731,144
Senior Center Resources and Public Transit, Inc.	315,066	0	315,066
South East Texas Regional Planning Commission	303,499	84,378	387,877
South Padre Island, City of	477,054	60,187	537,241
South Plains Community Action Association, Inc.	808,117	19,094	827,211
Southwest Area Regional Transit District	491,596	1,103	492,699
SPAN, Inc.	270,231	0	270,231
STAR Transit	334,826	0	334,826
The Transit System, Inc.	237,857	0	237,857
Webb County Community Action Agency	259,311	23,799	283,110
West Texas Opportunities, Inc	985,503	576	986,079
Total	**$18,263,262**	**$642,545**	**$18,905,807**

EXHIBIT B
STATE FY2017 AWARDS TO PUBLIC TRANSPORTATION PROVIDERS

Urbanized Area	Award Amount	Census Impact	Total Award
Abilene	$318,771	$9,488	$328,259
Amarillo	370,987	13,477	384,464
Arlington	232,743	30,313	263,056
Beaumont	349,478	11,606	361,084
Brownsville	512,659	0	512,659
College Station-Bryan	873,343	0	873,343
Conroe-The Woodlands	464,644	0	464,644
Grand Prairie	170,584	19,846	190,430
Harlingen	272,395	0	272,395
Killeen	397,548	0	397,548
Lake Jackson-Angleton	227,274	13,612	240,886
Laredo	576,518	0	576,518
Longview	274,635	0	274,635
Lubbock	598,655	22,317	620,972
McAllen (Full Urbanized Area)	460,117	40,386	500,503
McKinney	312,126	0	312,126
Mesquite	142,446	17,717	160,163
Midland and Odessa	371,351	40,687	412,038
North Richland Hills	116,134	0	116,134
Port Arthur	312,963	0	312,963
San Angelo	254,363	7,874	262,237
San Marcos	174,116	0	174,116
Temple	245,477	0	245,477
Texarkana	232,249	0	232,249
Texas City	275,487	5,815	281,302
Tyler	283,347	0	283,347
Victoria	243,007	3,140	246,147
Waco	425,319	979	426,298
Wichita Falls	320,379	14,188	334,567
Total	**$9,809,115**	**$251,445**	**$10,060,560**

RESOLUTION NO. 2016-RT-08

AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE THE TEXAS DEPARTMENT OF TRANSPORTATION STATE URBAN GRANT NO. STATE-U-2016-LAREDO-00108, FOR FISCAL YEAR 2017, IN THE AMOUNT OF $576,518.00 TO BE USED FOR PREVENTATIVE MAINTENANCE FROM THE STATE PUBLIC TRANSPORTATION FUNDS FOR SMALL URBAN AND RURAL AREAS OF THE STATE BY THE GENERAL APPROPRIATIONS ACT ENACTED BY THE 84th TEXAS LEGISLATURE REGULAR SESSION AND APPROVED BY THE TEXAS TRANSPORTATION COMMISSION ON MINUTE ORDER 114611.

WHEREAS, the Texas Department of Transportation is prepared to award a grant to the City of Laredo for public transportation use in the amount of $576,518.00; and

WHEREAS, in Minute Order No. 114611, approved on June 30, 2016, by the Texas Transportation Commission authorized to award $29 million for FY 2017 for public transportation projects for small urban and rural areas of the state; and

WHEREAS, the City Mass Transit Board finds it to be in the best interests for the City of Laredo to accept the grant #STATE-U-2016-LAREDO-000108 in the amount of $576,518.00 to be used for Preventative Maintenance for Fixed Route Bus and Paratransit (El Lift) services.

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

Section 1. the City Manager is authorized to accept and execute the Texas Department of Transportation of State funds grant agreement in the amount of $576,518.00; and

Section 2. the City Manager is authorized to execute all necessary documents relating to the said grant; and

Section 3. the grant funds shall be deposited in the City of Laredo Transit Fund.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. "BETO" RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:

BY_____
RAUL CASSO
CITY ATTORNEY

City Council-Regular
Meeting Date: 09/19/2016
Initiated By: Robert Eads, Assistant City Manager
Staff Source: Claudia San Miguel, Acting Transit General Manager

SUBJECT

2016-RT-09 Authorizing the City Manager to execute a grant application and related documents including contract agreement(s) for the amount of $247,845.00 to the Federal Transit Administration (FTA) for Fiscal Years 2014 and 2015 Section 5310 (Map-21) Grant Program for Enhanced Mobility of Seniors and Individuals with Disabilities. These funds will be for Capital and Program Administration for the Laredo Transit Management. Grant funds will also be for the purchase of Rolling Stock and Operating Assistance for the 5310 transportation provider. **(Approved by Operations Committee)**

PREVIOUS COUNCIL ACTION

On September 6, 2016, the Mass Transit Board approved for the City Manager to submit a grant application to the Federal Transit Administration in the amount of $247,845.

BACKGROUND

This program (49 U.S.C. 5310) provides formula funding to states for the purpose of assisting private nonprofit groups in meeting the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs. Funds are apportioned based on each state's share of the population for these two groups.

The Laredo Transit Management Inc. (City of Laredo) is the Direct Recipient for 5310 funding and responsible for developing and coordinating the 5310 grant program in the Laredo Urbanized Area. This grant application is for federal funding for the first call of projects for Laredo Transit Management Inc. ($181,060) and Ruth B. Cowl Rehabilitation Center ($66,785) for a grand total of $247,845. The federal grant will be for the purchase of capital equipment, program administration and operating assistance. The required match for this grant will be independently funded with the Transit's Sales Tax (LTMI). Ruth B. Cowl will be locally supportive (cash).

COMMITTEE RECOMMENDATION

Not applicable.

STAFF RECOMMENDATION

Staff recommends approval of this resolution.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	Y
Source of Funds:	Grant
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Grant funds will be deposited in the Transit Capital grant account.

Attachments

FTA Grant # TX-2016--052-00
Resolution# 2016-RT-09

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Application

Federal Award Identification Number (FAIN)	TX-2016-052-00
Temporary Application Number	2069-2016-3
Application Name	Laredo FYs 14 & 15 Section 5310 Program
Application Status	Final Concurrence / Reservation
Application Budget Number	0

Part 1: Recipient Information

Name: Laredo, City Of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
2069	City	CITY OF LAREDO	069463594

Location Type	Address	City	State	Zip
Headquarters	1110 HOUSTON ST	LAREDO	TX	780408019
Physical Address	1110 HOUSTON ST	LAREDO	TX	78040
Mailing Address	1301 FARRAGUT ST.	LAREDO	TX	78040

Union Information

Union Name	TEAMSTERS LOCAL UNION NO. 657
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas
Zipcode	78239
Contact Name	HUGO FLORES
Telephone	2105902013
Fax	2105904420
E-mail	

Website	DOES NOT HAVE EMAIL
Union Name	**TEAMSTERS LOCAL UNION NO. 657**
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas
Zipcode	78239
Contact Name	FRANK PERKINS
Telephone	2105902013
Fax	2105904420
E-mail	
Website	

Union Name	**TEAMSTERS LOCAL UNION NO. 657**
Address 1	1301 FARRAGUT
Address 2	
City	LAREDO
State	Texas
Zipcode	78040
Contact Name	MARIO SANCHEZ
Telephone	956-795-22
Fax	
E-mail	
Website	DOES NOT HAVE EMAIL

Part 2: Application Information

Title: Laredo FYs 14 & 15 Section 5310 Program

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
TX-2016-052-00	Final Concurrence / Reservation	Grant	5/20/2016	5/20/2016	No

Application Executive Summary
Executive Summary: FY14 ($166,448) and FY15 ($166,153) apportionments for the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities grant program. These funding amounts will be used for rolling stock, administration fees and operating reimbursement for the 1st FY15 Call of Projects. Local match for these projects will be from transit sales tax and cash respectively. The grant period will be from July 1, 2016 through December 31, 2017. This application will not include funds for research an development activities. Indirect costs will not be used in this grant. NOTE: This application will be using lapsing funds UZA Code-480330, Account Class-2014.25.16DL, Apportionment amount available $166,448 FF14.

FFY 2014 Available apportionment $166,448; requesting full amount.
FFY 2015 Available apportionment $166,153; Laredo is applying for $81,397 (remaining balance of $84,756)

55/45 Split
Requesting $171,700 which 98% is from FY 14 apportionment in the amount of $162,503 and 6% is from the FY 15 apportionment in the amount of $9,197 for traditional activities for the purchase of 3 vehicles
Requesting FY 15 funds in the amount of $55,585 for non-traditional activities including operating & purchase of software: 34%
Requesting 2% from FY 14 in the amount of $3,945 and 10% from FY 15- $16,615 for program administration:
Total Federal Request: $247,845

The selection of these projects were competitively presented to the City of Laredo Third Party Committee by submitting an application to the City of Laredo City Secretary's office. The Third Party Committee then met publicly on February 23, 2016 which at that time reviewed two of the four completed applications. The Third Party Committee reviewed, discussed and awarded the two successful applicants based on scoring the projects included in this grant application. Laredo certifies the allocation of these funds to subrecipients were awarded on a fair and equitable basis.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Subject to Pre-Award Authority
No, this application is not subject to Pre-Award Authority.

Will this Grant be using Lapsing Funds?
Yes, this Grant will use Lapsing Funds.

Frequency of Milestone Progress Reports (MPR)
Quarterly

Frequency of Federal Financial Reports (FFR)
Quarterly

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Eduardo	Bernal	Transportation Analyst	ebernal@ci.laredo.tx.us	956-795-2250
Sharon	Coats		sharon.coats@dot.gov	817-978-0552

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of	5310-1A	20513	$247,845

Sr. & Ind. w Disab			
Local			$68,785
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Total Eligible Cost			**$316,630**

Application Budget

Project Number		Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2016-052-01-00	600-00 (600-A4)	OTHER PROGRAM COSTS		$32,785.00	$32,785.00	$65,570.00	0
TX-2016-052-01-00		30.09.01	UP TO 50% FEDERAL SHARE	$32,785.00	$32,785.00	$65,570.00	0
TX-2016-052-01-00	641-00 (641-A1)	5310 PROJECTS		$171,700.00	$30,300.00	$202,000.00	3
TX-2016-052-01-00		11.12.15	BUY REPLACEMENT VAN	$137,700.00	$24,300.00	$162,000.00	2
TX-2016-052-01-00		11.13.15	BUY VAN FOR SVC EXPANSION	$34,000.00	$6,000.00	$40,000.00	1
TX-2016-052-02-00	647-00 (647-A2)	NEW FREEDOM PROJECTS		$22,800.00	$5,700.00	$28,500.00	0
TX-2016-052-02-00		11.42.08	ACQUIRE - ADP SOFTWARE	$22,800.00	$5,700.00	$28,500.00	0
TX-2016-052-03-00	610-00 (610-A3)	STATE / PROGRAMS ADMINISTRATION		$20,560.00	$0.00	$20,560.00	0
TX-2016-052-03-00		11.80.00	STATE OR PROGRAM ADMINISTRATION	$20,560.00	$0.00	$20,560.00	0

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Part 3: Project Information

Project Title: Rolling Stock and Operating Assistance

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2016-052-01-00	2069-2016-3-P1	5/20/2016	8/1/2016	12/29/2017

Project Description
Laredo Transit will be replacing 2 Para transit Vans for the El Lift department. The Ruth B. Cowl Rehabilitation Center will be purchasing 1 ADA Van to transport clients and using operating funds for operators' salaries.

Project Benefits
The Laredo Transit vans will be less prone to breakdown that will be greater comfort and convenience to ADA customers. The Ruth B. Cowl center will provide much needed transportation to their clinic by acquiring the van and utilizing the operating assistance.

Additional Information
None provided.

Location Description
The 2 new Para transit vans will be located at 401 Scott street in Laredo, Texas 78040 and will be in service only in the urbanized area. The expansion van will be at the Ruth B. Cowl center which is located on 1220 N. Malinche Ave, Laredo, Texas 78043.

Project Location (Urbanized Areas)

UZA Code	Area Name
482390	Laredo, TX

Congressional District Information

State	District	Representative
Texas	23	Will Hurd
Texas	28	Henry Cuellar

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	$204,485
Local			$63,085
Local/In-Kind			$0
State			$0

State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Total Eligible Cost			**$267,570**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2016-052-01-00	600-00 (600-A4)	OTHER PROGRAM COSTS	$32,785.00	$32,785.00	$65,570.00	0
TX-2016-052-01-00	30.09.01	UP TO 50% FEDERAL SHARE	$32,785.00	$32,785.00	$65,570.00	0
TX-2016-052-01-00	641-00 (641-A1)	5310 PROJECTS	$171,700.00	$30,300.00	$202,000.00	3
TX-2016-052-01-00	11.12.15	BUY REPLACEMENT VAN	$137,700.00	$24,300.00	$162,000.00	2
TX-2016-052-01-00	11.13.15	BUY VAN FOR SVC EXPANSION	$34,000.00	$6,000.00	$40,000.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER PROGRAM COSTS (600-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	0

Extended Budget Description
These funds will be for 2 van operator's salaries for Ruth B. Cowl. The funding will come from the FY2015 apportionment.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of	CFDA	Amount

	Statute	Number	
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	$32,785
Local			$32,785
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Total Eligible Cost			**$65,570**

Milestone Name	Est. Completion Date	Description
Start Date	1/2/2017	Estimate date the project will start.
End Date	12/29/2017	Project is completed.

Budget Activity Line Item: 11.12.15 - Buy Replacement Vans

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
5310 PROJECTS (641-00)	11.12.15	BUY REPLACEMENT VAN	BUY REPLACEMENTS - CAPITOL BUS	2

Extended Budget Description
To replace 2 Paratransit vans for the Laredo Transit El Lift Department. Bus replacements are funded from the FY 2014 apportionment. An 85/15 will be applied for this line item. The useful life for these types of vehicles is 100,000 miles or 4 years.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	$137,700
Local			$24,300
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Total Eligible Cost			**$162,000**

Milestone Name	Est. Completion Date	Description
Start Date	8/15/2016	Vans will be presented to the Mass Transit Board for approval.
Vans Delivered Project Complete	12/30/2016	Vans to be delivered.
IFB Issued/State Contract Issued	8/1/2016	Staff will evaluate to purchase the vans through TxDOT approved State DIR contract.
Initial Delivery Date	12/16/2016	Vans anticipated to be delivered on December 16, 2016,

Budget Activity Line Item: 11.13.15 - BUY VAN FOR SVC EXPANSION

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
5310 PROJECTS (641-00)	11.13.15	BUY VAN FOR SVC EXPANSION	BUY EXPANSION - CAPITOL BUS	1

Extended Budget Description
To purchase one (1) ADA van for Ruth B. Cowl Center. This funding will come from FY 2014-$24,803 and FY 2015-$9,197 apportionments. This will be an 85/15 project. The useful life for this type of vehicle is 100,000 miles or 4 years.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	$34,000
Local			$6,000
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Total Eligible Cost			**$40,000**

Milestone Name	Est. Completion Date	Description
IFB Issued/State Contract Issued	8/1/2016	Staff will evaluate the purchase the van through TxDOT approved DIR contract.
Start Date	8/15/2016	Van will be presented to the Mass Transit Board for approval.
Inital Delivery Date	12/16/2016	Van anticipated to be delivered on December 16, 2016.

Van Delivered/ Project Complete	12/30/2016	Van delivered. Project estimated to be completed.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
5310 PROJECTS (641-00)	11.12.15	Buy Replacement Vans	2	$137,700.00	$162,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
5310 PROJECTS (641-00)	11.13.15	BUY VAN FOR SVC EXPANSION	1	$34,000.00	$40,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER PROGRAM COSTS (600-00)	30.09.01	UP TO 50% FEDERAL SHARE	0	$32,785.00	$65,570.00

Project Title: Capital-RouteMatch Web Portal

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2016-052-02-00	2069-2016-3-P2	5/23/2016	9/1/2016	10/31/2016

Project Description
The purchase and installation of Web Portal from RouteMatch will be used for the current Para-transit Scheduling and Dispatching software for the El Lift department.

Project Benefits
This module will be used for riders to make online and or changes of their ADA appointments 24/7. This will allow customers to manage and schedule their trips online without calling in the office.

Additional Information
None provided.

Location Description
This software will be use for the El Lift department in the Laredo UZA.

Project Location (Urbanized Areas)

UZA Code	Area Name
482390	Laredo, TX

Congressional District Information

State	District	Representative
Texas	23	Will Hurd
Texas	28	Henry Cuellar

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	$22,800
Local			$5,700
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Total Eligible Cost			**$28,500**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2016-052-02-00	647-00 (647-A2)	NEW FREEDOM PROJECTS	$22,800.00	$5,700.00	$28,500.00	0
TX-2016-052-02-00	11.42.08	ACQUIRE - ADP SOFTWARE	$22,800.00	$5,700.00	$28,500.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.42.08 - ACQUIRE - ADP SOFTWARE

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
NEW FREEDOM PROJECTS (647-00)	11.42.08	ACQUIRE - ADP SOFTWARE	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	0

Extended Budget Description
This project for the RouteMatch Web Portal for customers manage their ADA appointments online 24/7. This funding will be from the FY 2015 apportionment.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	$22,800
Local			$5,700
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Total Eligible Cost			**$28,500**

Milestone Name	Est. Completion Date	Description
Start Date	9/1/2016	Procurement process estimated start date with RouteMatch (Sole Source Vendor).
End Date	10/31/2016	Estimated Completion date.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
NEW FREEDOM PROJECTS (647-00)	11.42.08	ACQUIRE - ADP SOFTWARE	0	$22,800.00	$28,500.00

Project Title: Administrative Expenses for Direct Recipient

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2016-052-03-00	2069-2016-3-P4	5/23/2016	7/1/2016	2/28/2017

Project Description
This project will be for reimbursement of Administrative Expenses to manage the 5310 Program in the Laredo UZA.

Project Benefits
This will benefit the Direct Recipient to be reimbursed for administrative expenses up to 10% and to continue with managing the program.

Additional Information
None provided.

Location Description
This project is in the Laredo UZA.

Project Location (Urbanized Areas)

UZA Code	Area Name
482390	Laredo, TX

Congressional District Information

State	District	Representative
Texas	23	Will Hurd
Texas	28	Henry Cuellar

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	$20,560
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Total Eligible Cost			**$20,560**

Project Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2016-052-03-00	610-00 (610-A3)	STATE / PROGRAMS ADMINISTRATION	$20,560.00	$0.00	$20,560.00	0
TX-2016-052-03-00	11.80.00	STATE OR PROGRAM ADMINISTRATION	$20,560.00	$0.00	$20,560.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.80.00 - STATE OR PROGRAM ADMINISTRATION

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
STATE / PROGRAMS ADMINISTRATION (610-00)	11.80.00	STATE OR PROGRAM ADMINISTRATION	STATE / PROGRAM ADMINISTRATION	0

Extended Budget Description
Administrative expenses that will be reimburse for managing the 5310 program. The funding will be from FY 14-$3,945 and from FY 15- $16,615.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	$20,560
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Total Eligible Cost			**$20,560**

Milestone Name	Est. Completion Date	Description
Start Date	7/1/2016	Estimated start of project.

End Date	2/28/2017	Administrative expense that will be reimburse for managing the 5310 program.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
STATE / PROGRAMS ADMINISTRATION (610-00)	11.80.00	STATE OR PROGRAM ADMINISTRATION	0	$20,560.00	$20,560.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By	Lynn Hayes
Comment Type	Environmental Findings
Date	8/8/2016
Project Title	Administrative Expenses for Direct Recipient
Project Number	TX-2016-052-03-00
Comment	All Planning requirements have been met

Comment By	Lynn Hayes

Comment Type	Environmental Findings
Date	8/8/2016
Project Title	Capital-RouteMatch Web Portal
Project Number	TX-2016-052-02-00
Comment	All Planning requirements have been met

Comment By	**Lynn Hayes**
Comment Type	Environmental Findings
Date	8/8/2016
Project Title	Capital-RouteMatch Web Portal
Project Number	TX-2016-052-02-00
Comment	Planning requirements have been met . Project is listed CE

RESOLUTION NO. 2016-RT-09

AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE AMOUNT OF $247,845.00 TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5310 MAP-21 MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY FORMULA GRANTS FOR ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES. FUNDING WILL BE FOR CAPITAL, PROGRAM ADMINISTRATION AND OPERATING ASSISTANCE TO THE LAREDO TRANSIT EL METRO BUS OPERATIONS AND RUTH B. COWL REHABILITATION CENTER. THE REQUIRED LOCAL MATCH FOR THIS GRANT IS FUNDED WITH THE TRANSIT'S LOCAL SALES TAX AND CASH FROM RUTH B. COWL REHABILITATION CENTER.

WHEREAS, the City of Laredo, Texas, authorizes the City Manager to submit a grant application to the Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, and

WHEREAS, the Federal Transit Administration through the Department of Transportation (DOT) is prepared to award a grant to the City of Laredo, as authorized by statue 49 U.S.C. 5310, in the amount of $247,845 for Fiscal Year 2014 and Fiscal Year 2015.

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

Section 1. the City Manager is authorized to accept the Federal Transit Administration Grant of Section 5310 funds in the amount of $247,845.00; and

Section 2. the City Manager is authorized to execute all necessary documents relating the said Grant; and

Section 3. the grant funds shall be deposited in the Laredo Transit Capital Fund.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
HEBERTO L. "BETO" RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:

BY_____
RAUL CASSO
CITY ATTORNEY