

CITY OF LAREDO CITY COUNCIL MEETING

**A-2017-R-09
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
June 5, 2017
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. MOMENT OF SILENCE

IV. ROLL CALL

V. MINUTES

Approval of the minutes of April 28, 2017 and May 22, 2017

VI. COMMUNICATIONS AND RECOGNITIONS

Communiqués

1. Presentation by the City of Laredo-Emergency Response Team on the most recent storm damage.
2. Presentation by the Laredo Shriners on their fraternity and the work of the Shriners Hospitals for Children in Laredo and the surrounding region as part of the Shriners Awareness Day festivities.
3. Presentation by Ms. Elizabeth Alonzo-Villarreal, Executive Director with NeighborWorks Laredo on NeighborWorks Week.

Recognitions

1. Recognizing the Laredo All American Starlites for winning the Level 3 Large Senior Division 1 at the 2017 Summit All-Star Cheerleading Championship in Orlando, Florida. The team consists of 27 girls from 10-18 years of age. The Starlites also competed at the American CheerPower Southern Nationals in San Antonio, Texas and NCA & NDA All-Stars Nationals in Dallas, Texas.
2. Recognizing Jennifer Lozano, Osvaldo Saldana & Mason Vela all of the Boxing Pride Club and Emilio Garcia of Baby Joey's Boxing Club who were the winners at the South Texas Amateur Boxing Association's (STABA) Regional Junior Olympics Boxing Tournament in their respective weight division during the competition at the Haynes Recreation Center. These boxers advanced to the State Tournament held in Fort Worth, Texas representing Laredo and the entire South Texas region where they defeated several opponents to be crowned State Champions in their respective weight divisions. They have advanced and will travel to Charleston, West Virginia on June 25th through July 1st to compete for the national champion title, and by virtue of their participation there, they have garnered a special opportunity to be seen by United States Olympic team scouts seeking competitors for the 2020 team. Laredo coaches, Eddie Vela and Danny Garcia were named the top coaches for the South Texas Region and won the team trophy in the intermediate division for the state of Texas.
3. Recognizing the United 2016-2017 Varsity Basketball Team for all their accomplishments including: Three-Peat District Champs, Bi-District Champs, Area Champs, and Back to Back Regional Semifinalists.

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.

VII. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

1. Appointment by Mayor Pete Saenz of Matias De Llano, III to the Facility Naming and Recognition Commission.
2. Appointment by Mayor Pro-Tempore Alejandro "Alex" Perez of to the Facility Naming & Recognition Commission.
3. Appointment by Mayor Pro-Tempore Alejandro "Alex" Perez of to the Para Transit Advisory Committee.
4. Appointment by Council Member Vidal Rodriguez of Linda Laura Garcia to the Fine Arts and Culture Commission.
5. Appointment by Council Member Roberto Balli of Gabriela Mendoza Garcia to the Fine Arts and Culture Commission.
6. Appointment by Council Member Roberto Balli of Cristobal Rodriguez to the Old Mercy Ad Hoc Committee.

VIII. PUBLIC HEARINGS

(Recess)
(Press Availability)

IX. INTRODUCTORY ORDINANCES

1. An ordinance of the City of Laredo, Texas, amending Chapter 6, Animals and Fowl, Article III, Small Animals, of the Code of Ordinances, by amending section 6-42 to modify the number and setback requirements for the keeping of small animals and fowl; amending Chapter 6, Article IV, Large Livestock and Wild Animals, of the Code of Ordinances, by amending section 6-66 to add a special permit for operators of community gardens or district gardens; providing that this ordinance shall be cumulative; providing a severability clause; providing a penalty clause; providing for publication; and declaring an effective date. (This item was tabled at the May 22, 2017 meeting to have the Animal Care Facility Committee review the item; they are in support).
2. Authorizing the City Manager to enter into license agreements with local associations for the use of City playing fields for youth and adult programs, the term of each being from March 1st through December 1st, 2017; no fee will be charged by City to the associations in view of the public benefit in permitting the associations to use the city's facilities for baseball, softball and soccer programs for the benefit of the youth of Laredo.

X. FINAL READING OF ORDINANCES

3. **2017-O-067** Authorizing the City Manager to accept and enter into a continuation contract with the Health and Human Services Commission (HHSC) and amending the FY 2016-2017 budget by appropriating additional revenues and expenditures in the amount of \$405,010.00 for a total of \$810,020.00 for the City of Laredo Health Department (CLHD) Healthy Texas Women project to provide primary care, women's preventive health care, prenatal care, family planning, chronic disease prevention, clinic services, diagnostic, and laboratory services to an additional 350 women for the term period from September 1, 2017 through August 31, 2019.
4. **2017-O-068** Amending Chapter 28 Streets, Sidewalks and Public Places; Article V Commercial Use of Streets, Sidewalks and Other Public Places; Section 28-106 (a) of the City of Laredo Code of Ordinances providing hours of operation for motorized mobile vehicle vendors (Vendors cannot operate, play music, or loud sounds between the following hours: Sunday through Thursday 10:00 p.m. to 7:00 a.m. and Friday through Saturday 11:00 p.m. to 7:00 a.m.) and providing for publication and an effective date.

5. **2017-O-069** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Tattoo Shop on Lots 5 and 6, Block 30, Vista Hermosa Subdivision, located at 5309 McPherson Road, Suite 5. ZC-29-2017

District V

6. **2017-O-070** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 2 and South 2.7' of Lot 4, Blk 988, Western Division, located at 1320 Philadelphia St, from R-3 (Mixed Residential District) to R-1A (Single Family Reduced Area District). ZC-30-2017

District VIII

7. **2017-O-071** Amending Chapter 31 (Utilities), Article III, (WATER), Division 3 (RATES and CHARGES) by amending section 31-138.1 (Fees and Service Charges) by adding subsection title 31-138.1.1 (Fees) and creating subsection title 31-138.1.2 (Service Charges); clarifying the reconnect fees and amending the late fee by including an exemption for all veterans (as amended).

XI. CONSENT AGENDA

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

XI (a) RESOLUTIONS

8. **2017-R-58** Ratifying the execution of an easement document for the conveyance to the City of Laredo, of a tract of land containing 517.32 sq. ft. out of Block 1, of KAS Commercial Plat, as recorded in volume 34, page 12, of the Webb County Plat Records, in the City of Laredo, Webb County, Texas; said tract of land more or less described by boundary survey and metes and bounds description in the attached exhibit A. The easement is requested by Traffic Division for the purpose of maintaining a traffic control cabinet at the northeast corner of Riverbank Dr. and the southwest corner of Mines Rd.

9. **2017-R-59** Ratifying the execution of an easement document for the conveyance to the City of Laredo, of a tract of land containing 267.65 sq. ft. being out of Lot 4 Block 1560, Eastern Division, as recorded in Volume 7, Page 15, of the Plat records of Webb County, Texas; for a drainage easement, in the City of Laredo, Webb County, Texas being more particularly described by boundary survey and metes and bounds in the attached exhibit A. The easement is needed to cure an encroachment onto private property of a City drainage improvement located at the northwest corner of the 1000 block of Louisiana Ave.
10. **2017-R-60** Amending Resolution #2017-R-15 by adding one (1) additional Memorandum of Understanding (Federal Bureau of Investigations (FBI) - Joint Terrorism Task Force (JTTF)) to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, et al., a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo.
11. **2017-R-62** Authorizing the City Manager to accept a partial grant in the amount of \$464,586.00 to fund the Laredo Police Department (LPD) High Intensity Drug Trafficking Area Task Force and the Rio Grande Valley Financial HIDTA Task Force. This grant is funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and HIDTA at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2017 through December 31, 2017 for the Laredo Police Department HIDTA Task Force. Funding for the Rio Grande Valley Financial Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2017 through December 31, 2017.
12. **2017-R-63** Authorizing and approving a fee waiver and a tax abatement agreement between the City of Laredo and Andrea Arellano for a proposed project located at 405 Guerrero St, lots 8 & 9; block 244; eastern division that consists of an addition of a game room and swimming pool, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$55,043.00, estimated annual tax abatement total of \$350.00 and estimated total fee waivers of \$369.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

13. **2017-R-64** Authorizing the City Manager to accept the contract amendment from the Health and Human Services Commission (HHSC) in the amount of \$85,500.00 for a total of \$171,000.00 to further support the City of Laredo Health Department (CLHD) to provide women's health preventive services and family planning for the term period from August 1, 2016 through August 31, 2017.

XI (b) MOTIONS

14. Consideration to ratify the emergency purchase order change order issued to Odessa Pumps, Corpus Christi, Texas to be increased to the amount of \$81,487.00 for the additional work required to complete the repair of the pump bases at El Pico Water Treatment Plant Raw Water Pump Station. Funding available in the Utilities Department Fund.
15. Authoring the City Manager to enter into an inter-local agreement between the City of Laredo and the Laredo Housing Authority (LHA) for conducting and Assessment of Fair Housing. This collaboration is in the best interest of the City and LHA. Both entities agree to collaborate and partner in the development of our community's Fair Housing Assessment. The LHA agrees to fund Ten Thousand \$10,000.00 in support of the assessment via the Inter-local agreement. The City of Laredo thru the Department of Community Development will act as the lead entity. A consultant will be recommended by both entities and final selection and award will be conducted by the City.
16. Authorizing the City Manager to provide relocation assistance to the current tenants located at the Dellwood Apartments on 2001 Bristol Road. A notice to vacate the units was declared by the City due to the danger to the public health and safety of the tenants. Proposed is to provide the affected tenants with the following general assistance as necessary on a case by case basis to relocate/stabilize: 1. Provide up to \$500.00 deposit for tenant relocation; 2. Provide up to \$250.00 in utility connection deposits and fees; 3. Provide a one-time rental subsidy difference to their current rent payment up to \$150.00 per month for three (3) months. The potential total assistance would be estimated at about \$1,200.00 per tenant. In addition, authorizing the City Manager discretion on a case by case basis for any other necessary assistance to tenants as deemed necessary. Funding is available in Municipal Housing, Laredo Public Facility Corporation, and General Fund.

17. Consideration for approval of the selection of BlueLynx Solutions consultants from Atlanta, Georgia to conduct a Fair Housing Assessment as part of an Affirmatively Furthering Fair Housing (AFFH) Analysis as required by the U.S. Department of Housing and Urban Development (HUD). The AFFH rule creates a standardized process for fair housing planning. Given the newness of the publication of the AFFH final rule, the City will be relying on the expertise of the consultant for a successful analysis and successful submission to HUD. The contract amount is \$35,000.00. Funding is available in the Community Development Budget.
18. Amending the City of Laredo's Housing Rehabilitation Loan Program Policy and Procedures Manual to provide for the purchase and replacement of dilapidated manufactured housing units as a reconstruction activity. Assistance in the form of zero percent (0%) interest loans would be provided to qualifying low income owner occupants in the amount necessary to allow for the purchase of an affordable replacement unit, its installation, and disposal of the dilapidated unit. Qualifying homeowners would be responsible to pay 57% of the loan amortized over a 10 year period; the remaining 43% of the loan would be forgiven as amortized over a 10 year period conditioned on the homeowner continuing to reside in the unit. Elderly and disabled qualifying homeowners of very low income would be eligible for a 100% forgivable loan amortized over a 10 year period conditioned on the homeowner continuing to reside in the unit. The assisted homeowner must own the lot on which the manufactured housing unit is located.
19. Consideration to award a contract FY15-011 to the sole source bidder, Transcore LP in the amount not to exceed \$670,459.03 for the City of Laredo Bridge System Electronic Toll Collection and Customer Service Center (CSC) Systems Replacement / Upgrade – Phase II Turnstile Upgrade; the system is eleven (11) years old and the parts are becoming obsolete. Funding is available in the Laredo Bridge System Construction Fund.
20. Authorizing the City Manager to make a \$5,000.00 sponsorship to the 2017 Laredo Honor Flight Veterans who are partnering with the San Antonio de Valero Honor Flight; previously approved by Council in February 2016. Funding is available in General Fund.
21. Consideration for approval of award of construction contract to the lowest bidder ALC Construction, Inc., Laredo, Texas, in the amount of \$249,618.75 (alternate no. 1 which is the base bid minus in-house components including asphalt and seal coat by Public Works and stripping and signage by the Traffic Department) for the International Boulevard at San Isidro Parkway –

Roundabout Project with a construction contract time of ninety (90) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for October 2017. Funding is available in the 2015 Certificate of Obligation Bond.

22. Consideration for approval of the City of Laredo Landfill Phase 3, Cell 2 as complete, approval of change order no. 1, a decrease of \$149,821.00 for the balance of quantities actually constructed in place, release of retainage and approval of final payment in the amount of \$197,902.34 to 4X Construction Group, Mansfield, Texas. Final construction contract amount is \$3,958,046.75. Funding is available in the 2010 PPFCO, 2013 PPFCO, 2014 PPFCO, 2012A CO and 2015 CO.
23. Consideration for approval of the CDBG Farias Recreational Area Improvements as complete, release of retainage and approval of final payment in the amount of \$4,770.00 to ALC Construction, Inc., Laredo, Texas. Final construction contract amount is \$47,700.00. Funding is available in the Community Development Fund – 39th Action Year Grant.
24. Consideration to award contract number FY17-040 to MGM Benefits Group, also known as Benefit Hub for Online Benefit Enrollment Services. MGM Benefits Group will provide online benefit enrollment services that will collect, maintain, transmit, and support the City of Laredo employee benefit programs, which includes, medical, dental, vision, life, disability, deferred compensation plans, and other voluntary benefits. These services will be effective as of June 6, 2017. The term of this contract shall be for an initial period of 3 years with an additional two (2) one (1) year renewal option. Approximate annual cost per year is \$60,000.00 (\$2.00 per employee per month). Funding is available in the Health and Benefits Fund and contingent on future budget allocations.
25. Consideration to ratify the issuance of an emergency purchase order by the City Manager in the amount of \$50,267.52 to Kinloch Equipment 3320 Pasadena Blvd., Pasadena, Texas for the labor and materials due to an accident involving a City of Laredo Environmental Vacuum Truck Unit # 6261; Texas Municipal League (TML) insurance reimbursement has been received. Funding is available in the Fleet Maintenance budget.

26. Consideration to renew annual supply contracts FY15-044 for the purchase of automotive parts for the Fleet Department to the following vendors:
- 1) Gonzalez Auto Parts, Laredo, TX, for an amount up to \$200,000.00 (Primary Vendor); and
 - 2) Vehicle Maintenance Program, Boca Raton, FL, for an amount up to \$10,000.00 (Secondary Vendor).
- The replacement parts will be purchased on an as needed basis for all City fleet vehicles. The contract items include: oil/fuel filters, front end parts, hoses, clamps, belts, lamp/bulbs service lubricants and brakes. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There will be no increase during this extension period. This is the last extension period for this contract. There will be no price increase during this extension period. Funding is available in the Fleet Maintenance budget.
27. Consideration to award contract to the top ranked engineering consultant firm, LNV Engineering, Laredo, TX for the amount of \$212,600.00 for the Upper Zacate Multi-Use Bicycle & Pedestrian Trail Project. Advance Funding Agreement already authorized by the City Council and TXDOT and funding is available in the Environmental Services Department's budget. This project includes the design, engineering, surveying and construction oversight services for a 10,250 LF hike and bike trail adjacent to Zacate Creek from Fenwick to Del Mar Blvd.
28. Consideration to renew the existing annual contract FY14-048 to Southern Sanitation, Laredo, Texas, in an amount up to \$73,627.44, to provide trash collection services for large volume containers. These services will be required for various city operations such as the Airport, Bridge System, Parks and Leisure, Public Access, Fleet Management, Traffic, Transit, Municipal Housing, Environmental Engineering, Utilities, and Solid Waste Departments. The contract vendor is also required to provide these containers for special events such as the Household Collection Event. There will be no price increase during this extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the third of five extension periods. There will be no price increase during this extension period. Funding for these services are available in various departmental funds.

29. Authorizing the City Manager to enter into an Agreement with the Laredo Pony Association (LPA) to host/sponsor the 2017 Pony Team World Series Softball Tournament to be held on July 18-July 23, 2017 (allowing for one rain day). LPA will be responsible to cover all the cost of the umpires estimated at \$30,000.00; LPA will be responsible for incidental tournament expenses including meals and refreshments for tournament directors and umpires; the City is responsible for providing the following softball fields: Base Community Sports Complex, Independence Hills Regional Park, M. E. Benavides Sports Complex, Uni-Trade Baseball Stadium (as an alternate, if needed), St. James Community Baseball fields (as an alternate, if needed); Slaughter Park (as an alternate, if needed). In addition to the use of the fields, the City will provide 15 hotel rooms for out of town umpires for an estimated amount not to exceed \$10,000.00 and up to thirty hotel rooms for Directors and PONY Officials for an anticipated amount of \$28,000.00. The City will pay LPA a Tournament Director fee of \$125.00 per team for 100 teams not to exceed \$12,500.00: this includes the cost of all awards and licensing fees for the use of the photographer and the use of all PONY Baseball and Softball marks and/or names for the Tournament. These fees have already been paid by the City. The City additionally paid \$10,000.00 to cover site visit expenses, including lodging, meals and transportation in advance of the agreement to secure that the tournament would be held in Laredo. These expenditures total an estimated \$60,500.00. The City will also provide ATV's or alternative vehicles, parking facilities, police assistance, traffic management, street closures, a visitor oriented mobile application, field maintenance and the opening ceremony facility (Uni-trade Stadium). Funding is available in the CVB Budget.
30. Consideration to authorize the installation of speed humps along Monclova Drive, between Mante Dr. and Poza Rica Dr., under the Special Provision of the Speed Hump Installation Policy, adopted by city ordinance. Project costs are estimated at \$6,000.00 and funding will be made available from the 2014 CO Issue- Discretionary Funding City Council District I.
31. Consideration to ratify the issuance of an emergency purchase order by the City Manager in the amount of \$68,935.00 to R & A Construction, Laredo, Texas, for labor and materials for emergency roof repairs/replacement at the Public Works Administration building. The emergency roof repairs were needed due to storm damages on February 19, 2017. TML has reimbursed the City of Laredo and funding has been appropriated in the Capital Improvement Fund.

32. Consideration to ratify the issuance of emergency purchase orders by the City Manager in the amount of \$54,785.00 to Trafficware Group, Inc., Sugar Land, Texas for replacement of traffic signal equipment and signal management software that were damaged by the thunderstorm that occurred on February 19, 2017. Texas Municipal League has reimbursed the City of Laredo and funding has been appropriated in the Capital Improvement Fund.
33. Consideration to renew purchase contract FY16-050 to Aluminum Lamps & Patio Furniture, Laredo, Texas for the purchase of an additional one-hundred (100) ornamental sign poles in the amount of \$94,220.00 for the Traffic Safety Department. Funding is available in the 2016 CO funds.
34. Authorizing the City Manager to approve Amendment No. 2 to the Engineering Contract with Dannenbaum Engineering Company - McAllen, L.L.C., of Laredo, Texas, for the El Pico Final Design for 24 inch Water Line from El Pico/Old Mines Road connection to Hachar Loop Northern Boundary Line. The purpose of this amendment is to add 365 calendar days to termination date of Phase 1. There will be no financial impact.
35. Authorizing City Manager to execute the construction contract to the lowest bidder Altus Construction, LLC., Laredo, Texas, in the amount of \$2,007,920.86, for the Water Lines Replacement Project for Lane Street from Stone Avenue to Smith Avenue. Construction time is one hundred and twenty (120) working days for final completion. Funding is available in the 2016 Water Revenue Bond.
36. Authorizing City Manager to execute the construction contract to the lowest bidder J.S. Haren Company, from Athens, Tennessee, in the amount of \$1,340,000.00, for the Unitec Wastewater Treatment Plant Improvement. Construction time is one hundred and eighty (180) working days for final completion. Funding is available in the 2011 Sewer Revenue Bond.
37. Accepting the Galveston Street Waterline Replacement project and authorizing final change order # 3, in the amount of \$100,000.00 and releasing the final payment in the amount of \$206,382.39 which includes retainage in the amount of \$106,382.39, to ALTUS Construction, LLC, Laredo, Texas. The final contract amount is \$2,227,647.75 and the contract time is two hundred twelve (212) working days. The change order is due to the final quantities of horizontal drilling, rock clause, extra work for a existing waterline break and service installation. Funding is available in the 2015 Waterworks Revenue Bond.

38. Authorizing City Manager to execute the construction contract to the lowest bidder BioAir Solutions, LLC., Voorhess, New Jersey in the amount of \$88,250.00, for the McPherson Lift Station Project Utilities Department - Odor Control. Contract time is ninety (90) working days for final completion. Funding is available in the 2011 Sewer Revenue Bond.

END OF CONSENT AGENDA

XII. STAFF REPORTS

39. Presentation by the Laredo Development Foundation regarding the economic development activities including events, prospects and any other matters incident thereto, with possible action.
40. Status report on the proceeds from the sale of the Civic Center in the amount of \$15,951,737.00 and its financial reporting as requested by City Council on May 22, 2017.
41. Status report by Texas Municipal League Intergovernmental Risk Pool (TMLIRP) on the mechanical evaluation conducted by HAAG Engineering Co., on the factors causing issues with two raw water intake pumps located at El Pico Water Treatment Plant.
42. Presentation by Internal Audit on the summary results and recommendations of unannounced cash and inventory audits conducted from October 2016 through March 2017.
43. Discussion with possible action on the potential impact of rescinding Dannenbaum Engineering from consideration of the Traffic Signal Synchronization Study contract award in light of TxDOT's procurement process for professional services required for local governments seeking federal reimbursement pursuant to 23 CFR 172, and restarting the procurement process, and any matter related thereto.
44. Discussion with possible action on the status of the Request for Statement of Qualifications that was issued to engage the services of an outside legal counsel to review City's operating, contracting policies, rules, procedures, ordinances and other related matters.

XIII. EXECUTIVE SESSION

The Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development).

45. Request for Executive Session pursuant to Texas Government Code Section 551.071(1)(A) to consult with City Attorney on contemplated litigation in light of the findings that were submitted by the Texas Municipal League Intergovernmental Risk Pool regarding the issues with the two water intake pumps located at El Pico Water Treatment Plant, and with a return to open session for possible action.

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

46. Consideration to approve free bus rides on all Metro Routes on Saturday, June 17, 2017, in conjunction with the twelfth Annual American Public Transportation Association's National "Dump the Pump" Day.

XV. RECESS AS THE LAREDO MASS TRANSIT BOARD AND CONVENE AS THE LAREDO PUBLIC FACILITY CORPORATION

47. Election of the following Officers to replace vacancies on the Laredo Public Facility Corporation (LPFC): President (Vacant), Vice-President (Vacant), Horacio De Leon as Executive Director, and Heberto L. Ramirez as Secretary for the LPFC.

XVI. ADJOURN AS THE LAREDO PUBLIC FACILITY CORPORATION AND RECONVENE AS THE LAREDO CITY COUNCIL

GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

- 48.

A. Request by Mayor Pete Saenz

1. Mayor's exercise of Veto Power pursuant to §2.15(4) of the Laredo City Charter regarding the vote taken by the City Council on May 15, 2017 to conduct municipal elections in November independently from any other governmental entity.

B. Request by Council Member Charlie San Miguel

1. Discussion with possible action to recruit and select a permanent City Manager. **(Co-Sponsored by Council Member Rudy Gonzalez, Council Member Alberto Torres, Jr. and Council Member George Altgelt)**
2. Discussion with possible action to have staff designate a 5K and 10K route at Vietnam Veterans Memorial at North Central Park and all items related thereto.
3. Discussion with possible action to eliminate the City's policy of limiting the Council meeting end time in the spirit of allowing City business to continue moving forward.
4. Discussion with possible action regarding the San Isidro and International Blvd intersection and roundabout design and construction as this intersection continues to be a safety hazard. (Item related to agenda item #21).

C. Request by Council Member George Altgelt

1. Update and Status Report on the lien proceedings in the Dellwood Apartment case.
2. Discussion and possible action to direct Interim City Manager to allow for the continued use of water for the Dellwood Apartment residents, due to the recent damage caused to the property by storm event that occurred on May 21, 2017.
3. Discussion with possible action to stabilize stream bed and basin between Fasken Recreation Center and Father McNaboe Park.

D. **Request by Council Member Roberto Balli**

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

1. Discussion with possible action to evaluate our water reconnection fees. **(Co-Sponsored by Council Member Vidal Rodriguez and Council Member Roberto Balli)**
2. Discussion with possible action to send the following request to the Facility Naming Recognition Committee; and any other matters incident thereto. **(Co-Sponsored by Council Member Vidal Rodriguez and Council Member Roberto Balli)**
 - a. Century City Park to Geraldine Valdez Agredano Memorial Park

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

1. Discussion with possible action to promote the Twelfth Annual National "Dump the Pump" Day for the Mass Transit System and the community to ride, not drive on June 15, 2017. **(Co-Sponsored by Council Member George Altgelt)**

G. **Request by Mayor Pro-Tempore Alejandro "Alex" Perez**

1. Discussion with possible action to replace all existing speed pad humps with asphalt speed humps.
2. Discussion with possible action to have the Interim City Manager review applications for City Secretary and City Attorney positions, to include interviews and bring a recommendation to City Council. **(Co-Sponsored by Council Member Charlie San Miguel)**
3. Discussion with possible action to instruct staff to solicit Requests for Proposals for the development of a Neighborhood Master Plan that includes the old Mercy Hospital and encompassing that area within the District 3, Neighborhood Empowerment Zone as bordered by Clark Blvd. on the North, Market Street on the South, Zacate Creek on the West, and Arkansas on the East and adjacent/surrounding relevant areas that may

also encompass District 4 to include elements related but not limited to land use, economic development, open space and recreation, services and facilities, and transportation and bicycle lanes in accordance with the goals and objectives of the soon to be adopted City's Comprehensive Plan, and any other matters incident thereto. **(Co-Sponsored Council Member Alberto Torres, Jr.)**

H. Request by Council Member Alberto Torres, Jr.

1. Discussion with possible action to reconsider action taken at the April 11, 2017 Meeting as it pertains to the proposals on the Boulevard of the Americas Project; and any other matters incident thereto.
2. Status update with discussion and possible action on the Laredo Energy Arena naming rights contract; and any other matters incident thereto.
3. Discussion with possible action to clarify and authorize the Hearing Officer to apply discretion to pending handicap placard citations, retroactive to the date change was made to city ordinance; and any other matters incident thereto.
4. Discussion with possible action to go out on request for proposals for a water park project in partnership with a private investor and/or exploring other recommended or adequate possibilities and any other matters incident thereto. **(Co-Sponsored by Mayor Pro-Tempore Alejandro "Alex" Perez and Council Member Vidal Rodriguez)**

I. Request by Council Member Nelly Vielma

1. Discussion with possible action on directing staff to establish procedures to place a vendor on temporary suspension if under criminal investigation, or to debar a vendor for just cause from consideration for award of contracts, or from acting as a subcontractor, sub-consultant, or supplier under future city contracts and any matters incident thereto.
2. Discussion with possible action on directing staff from the Fire and Police Departments to create an SOP or MOU to establish better inter-operability and radio communications with local, state and county law enforcement agencies during emergencies and critical incidents and any matters incident thereto.

3. Discussion with possible action on directing staff to establish an MOU with Habitat for Humanity to delineate the process for the new partnership with the City for re-build program, do it yourself clinic and local emergency fund and any matters incident thereto.
4. Discussion with possible action to decide on the temporary use of the Unitrade Baseball Stadium, establish policies for leasing the facility, advertisement, maintenance, concessions and any matters incident thereto.

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, May 31, 2017 at 7:30 p.m.

Heberto "Beto" L. Ramirez
Acting City Secretary

City Council-Regular

Meeting Date: 06/05/2017

Staff Source: Cristian Rosas-Grillet, Assistant City Attorney

SUBJECT

An ordinance of the City of Laredo, Texas, amending Chapter 6, Animals and Fowl, Article III, Small Animals, of the Code of Ordinances, by amending section 6-42 to modify the number and setback requirements for the keeping of small animals and fowl; amending Chapter 6, Article IV, Large Livestock and Wild Animals, of the Code of Ordinances, by amending section 6-66 to add a special permit for operators of community gardens or district gardens; providing that this ordinance shall be cumulative; providing a severability clause; providing a penalty clause; providing for publication; and declaring an effective date. (This item was tabled at the May 22, 2017 meeting to have the Animal Care Facility Committee review the item; they are in support).

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

This ordinance (1) modifies the number and setback requirements for keeping small animals and fowl and (2) allows the director of the animal care services department to issue a special permit to operators of community gardens and district gardens for the keeping of large livestock.

The City's current ordinance prohibits the keeping of any small animals and/or fowl, in any combination thereof, in any number exceeding six (6) unless the facilities for keeping same are located at least one hundred (100) feet from any building being occupied or used for the housing of any person or in which any person conducts any lawful activity. This ordinance maintains the setback requirement of one hundred (100) feet for five (5) or more small animals and/or fowl, in any combination thereof, or any number of male chickens. This ordinance also provides for a fifty (50) feet setback for four (4) or less small animals and/or fowl. The director or his designee, upon inspection of the premises, may exempt certain individuals from the number and/or setback requirements, provided the director makes certain findings.

The City's current ordinance allows the director or his designee to issue a special permit for the keeping of large livestock to certain entities, provided the director first finds the animals, as kept: (a) will not unreasonably endanger the life, health, or property of any

person; (b) will not become a nuisance; and (c) will conform with the keeping requirements of section 6-67. This ordinance allows the director to issue this special permit to operators of community gardens or district gardens.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance 2017-O-

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LAREDO TEXAS, AMENDING CHAPTER 6, ANIMALS AND FOWL, ARTICLE III, SMALL ANIMALS, OF THE CODE OF ORDINANCES BY AMENDING SECTION 6-42 TO MODIFY THE NUMBER AND SETBACK REQUIREMENTS FOR THE KEEPING OF SMALL ANIMALS AND FOWL; AMENDING CHAPTER 6, ANIMALS AND FOWL, ARTICLE IV, LARGE LIVESTOCK AND WILD ANIMALS, OF THE CODE OF ORDINANCES BY AMENDING SECTION 6-66 TO ADD A SPECIAL PERMIT FOR OPERATORS OF COMMUNITY GARDENS OR DISTRICT GARDENS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, the City Council desires to modify the number and setback requirements for the keeping of small animals and fowl; and

WHEREAS, the City Council desires to create a special permit to authorize operators of community and district gardens to keep large livestock.

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

Section 1. The City of Laredo Code of Ordinances, Chapter 6, Animals and Fowl, Article III, Small Animals and Fowl, is hereby amended as follows:

Sec. 6-42. – Keeping practices.

(a) ~~[Practices for keeping of small animals, fowl.]~~ The Practices to be observed in the keeping of small animals and fowl are as follows:

~~(5) The keeping of any small animals and/or fowl in any combination thereof in any number exceeding six (6) is hereby prohibited unless the facilities for keeping same are located at least one hundred (100) feet from any building being occupied or used for the housing of any person or in which any person conducts any lawful activity. Some small birds and/or fowl maybe exempted from number limitation upon inspection of premises. This requirement shall not apply to the residence or business premises of the keeper or possessor of the small animals or fowl. It is unlawful for a person to keep five (5) or more small animals or fowl, in any combination thereof, or any number of male chickens, within one hundred (100) feet of any residence, structure or building used for human habitation or any other lawful activity, other than the person's habitation or business premises.~~

(6) It is unlawful for a person to keep less than four (4) small animals or fowl, in any combination thereof, within fifty (50) feet of any residence, structure or building used for human

habitation or any other lawful activity, other than the person's habitation or business premises. For purposes of this subsection only the definition of fowl excludes male chickens, which are subject to the setback requirements of subsection (a)(5).

(7) Upon inspection of the premises by the director or any of his employees or designees, a person may be exempted from the number and/or setback requirements of this section, provided the director first finds the following:

(a) The animal(s), as kept, will not unreasonably endanger the life, health or property of any person; and

(b) The animal(s), as kept, will not become a nuisance.

Section 2. The City of Laredo Code of Ordinances, Chapter 6, Animals and Fowl, Article IV, Large Livestock and Wild Animals, is hereby amended as follows:

Sec. 6-66. – Special Permits.

(b) The director may, upon making the aforesaid findings, issue ~~the~~ a special permit to the following:

(8) Operators of Community Gardens or District Gardens.

Section 3. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. Any person, firm, or corporation, who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Five Hundred Dollars (\$500.00) for each offense. Each day that a violation exists shall constitute a separate offense.

Section 6. The City Secretary of the City of Laredo is hereby directed to publish the proposed Ordinance as required by Section 2.09 of the Charter of the City of Laredo.

Section 7. This Ordinance shall become effective from and after its adoption and publication required by the City Charter and by state law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
_____DAY OF _____2017.

PETE SAENZ MAYOR

ATTESTED:

HEBERTO "BETO" L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
ACTING CITY ATTORNEY

BY: _____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Robert Eads, Assistant City Manager

Staff Source: Celina Rivera, Interim Parks and Leisure Director

SUBJECT

Authorizing the City Manager to enter into license agreements with local associations for the use of City playing fields for youth and adult programs, the term of each being from March 1st through December 1st, 2017; no fee will be charged by City to the associations in view of the public benefit in permitting the associations to use the city's facilities for baseball, softball and soccer programs for the benefit of the youth of Laredo.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

It is proposed to grant local associations the right and privilege to use City playing fields for their game schedules and that the license to each will provide that it is for the term from March 1st through December 1st 2017, and without having to pay a license (rental) fee to the City. Each association will use a specific playing field for baseball, softball and soccer programs for the youth/adult of Laredo. There will be a license agreement with each of the below listed associations.

Youth Leagues:

1. American -Baseball / Softball League
2. Pony - Baseball / Softball League
3. Hillside League
4. National League
5. Rio Grande League
6. Northwest League

Adult Leagues:

1. Laredo Men's Baseball League
2. Liga de Veteranos

Soccer Leagues:

1. Santa Rita League
2. United Premier League
3. Father McNaboe League
4. Laredo Soccer - Dryden League
5. Laredo Soccer - Slaughter League

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends the approval of this Introductory Ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No Financial Impact.

Attachments

League Contracts

INTRODUCTORY ORDINANCE

AUTHORIZING THE CITY MANAGER TO ENTER INTO LICENSE AGREEMENTS WITH LOCAL LEAGUE ASSOCIATIONS FOR THE USE OF CITY PLAYING FIELDS FOR YOUTH AND ADULT PROGRAMS, THE TERM OF EACH BEING FROM MARCH 1ST THROUGH DECEMBER 1ST 2017; NO FEE WILL BE CHARGED BY CITY TO THE ASSOCIATIONS IN VIEW OF THE PUBLIC BENEFIT IN PERMITTING THE ASSOCIATIONS TO USE THE CITY'S FACILITIES FOR BASEBALL, SOFTBALL AND SOCCER PROGRAMS FOR THE BENEFIT OF THE YOUTH/ADULTS OF LAREDO.

WHEREAS, the Local League organizations are devoted to providing young boys and girls an opportunity to play baseball, softball and soccer; and

WHEREAS, both baseball, softball and soccer are sports that are very popular with the youth of Laredo; and

WHEREAS, the City of Laredo has enjoyed a great partnership with the local Leagues for many years.

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

Section 1: The City Manager is authorized to enter into license agreements with Local League Associations for the public purpose of providing league fields for the term of March 1st through December 1st 2017.

Section 2: This ordinance shall take effect as and from the date of passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2017.

PETE SAENZ,
MAYOR

ATTEST:

HEBERTO L. RAMIREZ,
ACTING CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA L. HALE
ACTING CITY ATTORNEY

BY: _____
KRISTINA L. HALE
ACTING CITY ATTORNEY

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Hector F. Gonzalez, M.D., M.P.H., Director of Health

SUBJECT

2017-O-067 Authorizing the City Manager to accept and enter into a continuation contract with the Health and Human Services Commission (HHSC) and amending the FY 2016-2017 budget by appropriating additional revenues and expenditures in the amount of \$405,010.00 for a total of \$810,020.00 for the City of Laredo Health Department (CLHD) Healthy Texas Women project to provide primary care, women's preventive health care, prenatal care, family planning, chronic disease prevention, clinic services, diagnostic, and laboratory services to an additional 350 women for the term period from September 1, 2017 through August 31, 2019.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On May 22, 2017, Council introduced the Ordinance.

BACKGROUND

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

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends that Council approve the Ordinance.

Fiscal Impact

Fiscal Year: 2017
Budgeted Y/N?: N
Source of Funds: HHSC
Account #: 226-6109
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The revenue account 226-0000-321-6310 will increase by \$810,020.00 and the expenditure division 226-6109 with the project number HEHT02 will increase by \$405,010.00 and project number HEHT03 will increase by \$405,010.00.

Attachments

Renewal
2017-O-067

Attachment B – Contractor’s Revised Program Forms

FORM C-1: CONTACT PERSON INFORMATION**Legal Business**

City of Laredo Health Department

Name of Contractor: _____

1. This form provides information about the appropriate contacts in the Contractor's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.
4. If Medical Director or Program Director has changed since the FY17 original contract, attach resumé(s).
5. If Medical Director has changed or his/her Medical License has expired or will expire by 08/31/17, please attach new Texas Medical License or add a note as to when it will be renewed. *NOTE: Contractor must submit renewed license to HHSC. The contract will not be amended to reflect the submission of a renewed license; however, the renewed license will be maintained in the contract file.*

Contacts

Billing Contact		Executive Director	
Last Name:	Estrada	Last Name:	Gonzalez
First Name:	Elizabeth	First Name:	Hector F.
Salutation:	Ms.	Salutation:	Dr.
Title:	Accounting Supervisor	Title:	Health Director
Email:	eestrada@ci.laredo.tx.us	Email:	hgonzalez@ci.laredo.tx.us
Phone:	(956) 791-7429	Phone:	(956) 795-4920

Financial Director		Medical Director	
Last Name:	Cabello	Last Name:	Treviño
First Name:	Rosario	First Name:	Victor
Salutation:	Ms.	Salutation:	Dr.
Title:	Finance Director	Title:	Medical Coordinator
Email:	rcabello@ci.laredo.tx.us	Email:	tesoromedical@gmail.com
Phone:	(956) 791-7427	Phone:	(956) 727-2997

Primary Program Contact		Quality Assurance Contact	
Last Name:	Lopez	Last Name:	Gutierrez
First Name:	Waldo	First Name:	Alamar
Salutation:	Mr.	Salutation:	Ms.
Title:	Associate Director of Programs	Title:	Licensed Vocational Nurse III
Email:	wlopez@ci.laredo.tx.us	Email:	agutierre0@ci.laredo.tx.us
Phone:	(956) 795-4921	Phone:	(956) 795-4915

FORM K-1-1(a): CURRENT CLINIC INFORMATION

**Legal Business Name
of Contractor:** _____

Below is the clinic site information that we currently have on file for your Agency's Healthy Texas Women contract.

Please verify each line.

- A. Check the box if the information is correct; **X All is correct**
- B. ~~Strikethrough~~ if information is incorrect or if a clinic site will no longer provide Healthy Texas Women program services;
- C. Make any corrections in **red**;
- D. If a new clinic site is proposed to be added, add the information in **red**.

SEE ATTACHED 'ORIGINAL CONTRACTOR CLINIC LIST' & MAKE CHANGES ON NEW EXCEL SHEET

Agency Name	DBA	Clinic Name	TPI	NPI	Address 1	City	Zip Code	County	HSR	Clinic Phone Number	Clinic Appointment Line	Clinic Fax Number
City of Laredo Health Department	City of Laredo	City of Laredo Health Department Primary Care Clinic	137917402	1790858769	2600 Cedar Avenue	Laredo	78040	Webb	11	956-795-4907	956-795-4924	956-795-2039

FORM I-1: WORK PLAN

Legal Business

Name of Contractor: City of Laredo Health Department

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Contractor must not exceed 4 pages per program component for a total of 20 pages.

Please mark the box below if appropriate:

☒ There are no changes to Contractor's Work Plan for Fiscal Years 2018 and 2019.

FORM L-1: STAFF DEVELOPMENT PLAN

Legal Business Name

of Contractor: City of Laredo Health Department

Please mark the box below if appropriate:

☒ There are no changes to Contractor's Staff Development Plan for Fiscal Years 2018 and 2019.

If Contractor is making changes, please complete a new Staff Development Plan that meets the requirements stated below:

All Contractor's must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.
2. Identify specific training that will be used for eligibility and billing staff.
3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.
4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Contractor must include this information in the Staff Development Plan and Contractor will be exempted from the training requirements for that specific LARC method.

Healthy Texas Women Certification

Legal Business Name

of Contractor:

City of Laredo Health Department

This certification pertains to the following billing or performing provider:

Provider Name City of Laredo Health Department

Federal Tax ID Number 74-6001573

NPI Number 1790858769

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address P.O. Box 579 / 1110 Houston St.

Street Address City/State/Zip Code Laredo, TX 78040-579

Telephone Number (956) 791-7429

Provider's primary physical address:

Street Address 2600 Cedar Ave.

Street Address City/State/Zip Code Laredo, TX 78040

Telephone Number (956) 795-4920

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at

least one written instrument that demonstrates:

common ownership, management, or control;

a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:

taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling; including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;

or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Hector F. Gonzalez, M.D., M.P.H.. I am the provider or, if the provider is an organization, I am the provider's (title or position) Health Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.

☒ I affirm that this statement is true and correct.

2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.

☒ I affirm that this statement is true and correct.

4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:

- a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
- b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
- c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
- d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

☒ I affirm that this statement is true and correct.

5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:
(The effective date of the Certification spans from the date of form completion through the end of the contract period.)

Effective Date of Certification 09/01/2017 through 08/31/2018.

Note: Providers must complete a new certification annually.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Hector F. Gonzalez

Printed Name: Hector F. Gonzalez, M.D., M.P.H.

Title: Health Director

Date: 3-10-17

Attachment C – Contractor’s Revised Budget

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

City of Laredo Health Department FY18

Budget Categories	Total Health Texas Women Budget (1)	HHSC HTW Categorical Award (2)	HTW Fee-For-Service (3)
A. Personnel	\$294,855	\$150,928	\$143,927
B. Fringe Benefits	\$120,457	\$60,629	\$59,828
C. Travel	\$2,432	\$2,432	\$0
D. Equipment	\$14,590	\$14,590	\$0
E. Supplies	\$148,831	\$63,831	\$85,000
F. Contractual	\$208,840	\$102,800	\$106,040
G. Other	\$20,015	\$9,800	\$10,215
H. Total Direct Costs	\$810,020	\$405,010	\$405,010
I. Indirect Costs	\$0	\$0	\$0
J. Total (Sum of H and I)	\$810,020	\$405,010	\$405,010

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 and 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$294,855	\$294,855	Fringe Benefits	\$120,457	\$120,457
	Travel	\$2,432	\$2,432	Equipment	\$14,590	\$14,590
	Supplies	\$148,831	\$148,831	Contractual	\$208,840	\$208,840
	Other	\$20,015	\$20,015	Indirect Costs	\$0	\$0

TOTAL FOR:	Distribution Totals	\$810,020	Budget Total	\$810,020
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List any budget assumptions:

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

City of Laredo Health Department FY18

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
Nurse Practitioner (E)	N	The N.P. performs a comprehensive medical women's health exam of all women enrolled in the HTW program. This includes the all necessary laboratory test, and or radiology referral as per program goals, and objectives. The N.P. further prescribes medication to the HTW patient within the limits of his/her scope as necessary. Consults with physician as necessary. Appropriate patient follow-up is be conducted as necessary. N.P. completes necessary electronic medical record history to include lab, and pharmaceuticals. Responsible for maintaining a current N.P. license, and liability insurance.	1	License	\$7,373.33	12	\$88,480

Caseworker (E)	N	<p>Attends to the psycho-social support needs of the patient. This includes assuring a behavioral risk assessment perform, and that patient has access to all medical, and support services. This includes enrolling patient in the "OBAMA Care," Medicaid, Medicare, SNAP, TANF, and other programs.</p> <p>Caseworkers offer valuable support and assistance to people in need. They might help clients with concrete needs, like housing or food, or help them apply for social services. They often work with people who are unable to care for themselves or their families because of mental or physical illness or disability.</p> <p>The case worker attends to well being of the HTW patient, helping the HTW patient identify his or hers psycho-social needs, in order to seek out the appropriate support program for the patient.</p>	1	NA	\$2,849.58	12	\$34,195
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Clerk III (E)	N	Screens patient for eligibility into the HTW program. Schedules first, and follow-up appointments for patients. Provides pre-prepared HTW educational flyer during patient encounter. Directs, and guides patient to appropriate medical services. Prepares correspondence and reports pertaining to the HTW program, and the City of Laredo. Prepares requisitions, purchase orders, program budget transfers as necessary, and maintains an efficient smooth budget, and logistics for the HTW program. Supervises other clerks as necessary. Ensure clinic staff never run out of medical supplies, and that all equipment needing calibration is maintained current. Acts as HTW safety person to minimized any risk to patients, and staff.	1	NA	\$2,354.42	12	\$28,253
Nurse Practitioner (E) FFS	N	Provides mid level prescriptive nursing clinical care in maternal and child health, women's health, as well as chronic disease preventive primary care and serves as the lead medical clinician under the physician; applies professional clinical nursing care and principles of patient care to the operation of the clinic care services. Specific services will include prenatal, clinical care, post partum, family planning, women's health, early childhood wellness care, and chronic disease preventive primary care.	1	License	\$7,935.83	12	\$95,230

Clerk II (E) FFS	N	Prepares, maintains, processes, and distributes various reports, records, and other documents pertinent to the department's smooth operation; ensures same is in compliance in clinic setting with departmental policies and procedures and is accurate and complete. Assists in preparing daily, weekly, monthly, and annual statistical reports. Performs other related duties as assigned.	1	NA	\$1,706.75	12	\$20,481
Clerk-Typist (E) FFS	N	Provides eligibility screening for admission and presumptive eligibility to the program. Responsible for timely preparation of required weekly, monthly, quarterly, and annual reports as may be required by program supervisor. Files in patient records in an orderly manner. Receives, sorts, stamps, and distributes program mail; prepares material for outgoing mail. Sends outgoing faxes and receives incoming faxes. Other clerical duties as assigned.	1	NA	\$2,351.33	12	\$28,216
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0

SalaryWage Total	\$294,855
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FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

Social Security: \$11,546, Health Insurance: \$15,213, Unemployment: \$513, Worker's Compensation: \$1,134, Retirement: \$32,223. (Categorical) Social Security: \$10,473, Health Insurance: \$16,635, Unemployment: \$834, Worker's Compensation: \$409, Retirement: \$31,477. (FFS)

	Fringe Benefit Rate %	40.85%
	Fringe Benefits Total	\$120,457

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

City of Laredo Health Department FY18

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
TBA - HTW Program Training	For staff to attend an HTW Program training pending to be announced.	Austin, TX	3/2	Mileage	
				Airfare	
				Meals	\$295
				Lodging	\$727
				Other Costs	\$194
				Total	\$1,216
HTW Annual Conference	For staff to attend the HTW Annual Conference.	Austin, TX	3/2	Mileage	
				Airfare	
				Meals	\$295
				Lodging	\$727
				Other Costs	\$194
				Total	\$1,216
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$2,432

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: **\$0**

Conference / Workshop Travel Costs: **\$2,432**

Total Travel Costs: \$2,432

Indicate Policy Used:

Respondent's Travel Policy ☒

State of Texas Travel Policy ☐

Revised: 7/6/2009

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form

Legal Name of Respondent:

City of Laredo Health Department FY18

Itemize, describe, and justify below. Equipment is tangible nonexpendable personal property costing \$5,000 or more and a useful life of more than one year. Approved equipment must be purchased within 90 days of contract start date.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
Mindray DP-50 Portable B/W Ultrasound System	The Ultrasound System is needed for the purpose of the localization of uterine device.	1	\$14,590	\$14,590
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

Total Amount Requested for Equipment:

\$14,590

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

City of Laredo Health Department FY18

Itemize and describe each supply item and provide an estimated quantity and cost if applicable. Provide a justification for each supply item. Costs may be categorized by each general type - office, computer, medical, educational, etc. Supplies can be consumable - paper, drugs, etc., OR controlled assets costing \$500 or more but less than \$5,000 - computers, printers, phones, medical and lab equipment, etc.

Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]</small>	Purpose & Justification	Total Cost
Office Supplies	To purchase general office supplies such as pens, copy paper, manilla folders, dividers, labels, etc. needed by the project.	\$2,200
Medical Supplies	To purchase general medical supplies such as cotton balls, alcohol swabs, band aids, protective gloves, etc. needed to perform services to eligible clients.	\$5,000
Pharmaceuticals	To purchase contraceptives for the family planning component of the program as well as vaccines such as Tdap, Flu and HPV for prevention of eligible clients. None of the items have a unit cost above \$4,999.	\$45,000
Minor Tools	To purchase broken label printers, brochure wall racks, enclosed bulletin boards and other necessary minor items needed. None of the items have a unit cost above \$4,999.	\$5,500
Furnishings	To replace broken medical stools, office chairs and organizers for procedure instruments. To purchase hospital tables for exam rooms. None of the items have a unit cost above \$4,999.	\$2,200
Computer/Hardware Software Supplies	To purchase data systems routers and software to improve health information exchange, data management and EHR documentation. None of the items have a unit cost above \$4,999.	\$3,931
Medical Supplies - FFS	To purchase general medical supplies such as cotton balls, alcohol swabs, band aids, protective gloves, etc. needed to perform services to eligible clients.	\$5,000
Office Supplies - FFS	To purchase general office supplies such as pens, copy paper, manilla folders, dividers, labels, etc. needed by the project.	\$3,000

Revised: 7/8/2009

Pharmaceuticals - FFS	To purchase contraceptives for the family planning component of the program as well as vaccines such as Tdap, Flu and HPV for prevention of eligible clients. None of the items have a unit cost above \$4,999.	\$77,000
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

\$148,831

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: City of Laredo Health Department FY18

List contracts for medical services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Quest Diagnostics, Inc.	Laboratory Services	To provide laboratory services to eligible clients.	Monthly	12	\$3,000.00	\$36,000
Laredo Medical Center	Diagnostic Services	To provide diagnostic services such as mammograms and/or sonograms to eligible clients.	Monthly	12	\$1,250.00	\$15,000
Doctor's Hospital of Laredo	Diagnostic Services	To provide diagnostic services such as mammograms and/or sonograms to eligible clients.	Monthly	12	\$1,250.00	\$15,000
Radiology Clinics of Laredo	Diagnostic Services	To provide diagnostic services such as mammograms and/or sonograms to eligible clients.	Monthly	12	\$833.33	\$10,000
Celso Rodriguez, M.D.	Medical Services	To provide medical services such as follow-ups to abnormal pap smears, physical exams and family planning methods.	Unit	64	\$200.00	\$12,800
Gary Unzeitig, M.D.	Medical Services	To provide medical services such as follow-ups to abnormal pap smears, physical exams and family planning methods.	Unit	30	\$200.00	\$6,000
Victor Treviño, M.D.	Medical Services	To provide medical services such as follow-ups to abnormal pap smears, physical exams and family planning methods.	Unit	40	\$200.00	\$8,000
Quest Diagnostics, Inc. - FFS	Laboratory Services	To provide laboratory services to eligible clients.	Monthly	12	\$2,500.00	\$30,000

Laredo Medical Center - FFS	Diagnostic Services	To provide diagnostic services such as mammograms and/or sonograms to eligible clients.	Monthly	12	\$2,500.00	\$30,000
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$46,040

Total Amount Requested for CONTRACTUAL:

\$208,840

FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

City of Laredo Health Department FY18

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Communication	To cover monthly cost for office phone, long distance and cell phone services generated by the program.	\$3,000
Liability Insurance	To cover liability insurance cost for the Nurse Practitioner to be able to provide service to eligible clients of the program.	\$800
Postage	To cover monthly cost for postage and overnight correspondence incurred by the program.	\$500
I-Net	Funds will be used to cover internet and email services utilized by staff under the program.	\$3,300
Netsmart Technologies - Training	To provide electronic health record training to staff.	\$2,200
Postage - FFS	To cover monthly cost for postage and overnight correspondence incurred by the program.	\$215
Netsmart Technologies - Training - FFS	To provide support and training, and information technology support for health information exchange.	\$3,500
Advertising - FFS	To promote health education for prevention and care messaging having person stay under care.	\$6,500
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$20,015

FORM F - 7 Indirect Costs

Legal Name of Respondent:

City of Laredo Health Department FY18

Total amount of indirect costs allocable to the project:

Amount: \$0

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE:

BASE:

Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:

TYPE:

BASE:

X

Note: Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. Health Department). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department. The allocation of indirect costs must be addressed in Part V - Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS.

A cost allocation plan. A cost allocation plan as specified in the DSHS Contractor's Financial Procedures Manual (CFPM), Appendix A must be submitted to DSHS within 60 days of the contract start date. The CFPM is available on the following internet web link: <http://www.dshs.state.tx.us/contracts/>

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: City of Laredo Health Department FY18

List contracts for medical services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
Doctor's Hospital of Laredo	Diagnostic Services	To provide diagnostic services such as mammograms and/or sonograms to eligible clients.	Monthly	12	\$1,666.66	\$20,000
Radiology Clinics of Laredo	Diagnostic Services	To provide diagnostic services such as mammograms and/or sonograms to eligible clients.	Monthly	12	\$2,170.00	\$26,040
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL:

\$46,040

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

City of Laredo Health Department FY19

Budget Categories	Total Health Texas Women Budget (1)	HHSC HTW Categorical Award (2)	HTW Fee-For-Service (3)
A. Personnel	\$303,702	\$155,457	\$148,245
B. Fringe Benefits	\$123,599	\$61,976	\$61,623
C. Travel	\$2,432	\$2,432	\$0
D. Equipment	\$0	\$0	\$0
E. Supplies	\$156,695	\$71,695	\$85,000
F. Contractual	\$205,840	\$105,800	\$100,040
G. Other	\$17,752	\$7,650	\$10,102
H. Total Direct Costs	\$810,020	\$405,010	\$405,010
I. Indirect Costs	\$0		\$0
J. Total (Sum of H and I)	\$810,020	\$405,010	\$405,010

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 and 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$303,702	\$303,702	Fringe Benefits	\$123,599	\$123,599
	Travel	\$2,432	\$2,432	Equipment	\$0	\$0
	Supplies	\$156,695	\$156,695	Contractual	\$205,840	\$205,840
	Other	\$17,752	\$17,752	Indirect Costs	\$0	\$0

TOTAL FOR:	Distribution Totals	\$810,020	Budget Total	\$810,020
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List any budget assumptions:

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

City of Laredo Health Department FY19

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
Nurse Practitioner (E)	N	The N.P. performs a comprehensive medical women's health exam of all women enrolled in the HTW program. This includes the all necessary laboratory test, and or radiology referral as per program goals, and objectives. The N.P. further prescribes medication to the HTW patient within the limits of his/her scope as necessary. Consults with physician as necessary. Appropriate patient follow-up is be conducted as necessary. N.P. completes necessary electronic medical record history to include lab, and pharmaceuticals. Responsible for maintaining a current N.P. license, and liability insurance.	1	License	\$7,594.50	12	\$91,134

Caseworker (E)	N	<p>Attends to the psycho-social support needs of the patient. This includes assuring a behavioral risk assessment perform, and that patient has access to all medical, and support services. This includes enrolling patient in the "OBAMA Care," Medicaid, Medicare, SNAP, TANF, and other programs.</p> <p>Caseworkers offer valuable support and assistance to people in need. They might help clients with concrete needs, like housing or food, or help them apply for social services. They often work with people who are unable to care for themselves or their families because of mental or physical illness or disability.</p> <p>The case worker attends to well being of the HTW patient, helping the HTW patient identify his or hers psycho-social needs, in order to seek out the appropriate support program for the patient.</p>	1	NA	\$2,935.16	12	\$35,222
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Clerk III (E)	N	Screens patient for eligibility into the HTW program. Schedules first, and follow-up appointments for patients. Provides pre-prepared HTW educational flyer during patient encounter. Directs, and guides patient to appropriate medical services. Prepares correspondence and reports pertaining to the HTW program, and the City of Laredo. Prepares requisitions, purchase orders, program budget transfers as necessary, and maintains an efficient smooth budget, and logistics for the HTW program. Supervises other clerks as necessary. Ensure clinic staff never run out of medical supplies, and that all equipment needing calibration is maintained current. Acts as HTW safety person to minimized any risk to patients, and staff.	1	NA	\$2,425.08	12	\$29,101
Nurse Practitioner (E) - FFS	N	Provides mid level prescriptive nursing clinical care in maternal and child health, women's health, as well as chronic disease preventive primary care and serves as the lead medical clinician under the physician; applies professional clinical nursing care and principles of patient care to the operation of the clinic care services. Specific services will include prenatal, clinical care, post partum, family planning, women's health, early childhood wellness care, and chronic disease preventive primary care.	1	License	\$8,173.91	12	\$98,087

Clerk II (E) - FFS	N	Prepares, maintains, processes, and distributes various reports, records, and other documents pertinent to the department's smooth operation; ensures same is in compliance in clinic setting with departmental policies and procedures and is accurate and complete. Assists in preparing daily, weekly, monthly, and annual statistical reports. Performs other related duties as assigned.	1	NA	\$1,758.00	12	\$21,096
Clerk-Typist (E) - FFS	N	Provides eligibility screening for admission and presumptive eligibility to the program. Responsible for timely preparation of required weekly, monthly, quarterly, and annual reports as may be required by program supervisor. Files in patient records in an orderly manner. Receives, sorts, stamps, and distributes program mail; prepares material for outgoing mail. Sends outgoing faxes and receives incoming faxes. Other clerical duties as assigned.	1	NA	\$2,421.83	12	\$29,062
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0

SalaryWage Total	\$303,702
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FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

Social Security: \$11,892, Health Insurance: \$15,213, Unemployment: \$513, Worker's Compensation: \$1,168, Retirement: \$33,190. (Categorical)
 Security: \$10,788, Health Insurance: \$17,134, Unemployment: \$859, Worker's Compensation: \$421, Retirement: \$32,421. (Fee for Service)

Social

	Fringe Benefit Rate %	40.70%
	Fringe Benefits Total	\$123,599

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

City of Laredo Health Department FY19

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
TBA - HTW Program Training	For staff to attend an HTW Program training pending to be announced.	Austin, TX	3/2	Mileage	
				Airfare	
				Meals	\$295
				Lodging	\$727
				Other Costs	\$194
				Total	\$1,216
HTW Annual Conference	For staff to attend the HTW Annual Conference.	Austin, TX	3/2	Mileage	
				Airfare	
				Meals	\$295
				Lodging	\$727
				Other Costs	\$194
				Total	\$1,216
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$2,432

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$2,432

Total Travel Costs: \$2,432

Indicate Policy Used:

Respondent's Travel Policy ☒State of Texas Travel Policy ☐

Revised: 7/6/2009

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form

Legal Name of Respondent:

City of Laredo Health Department FY19

Itemize, describe, and justify below. Equipment is tangible nonexpendable personal property costing \$5,000 or more and a useful life of more than one year. Approved equipment must be purchased within 90 days of contract start date.

[illegible]

Total Amount Requested for Equipment:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

City of Laredo Health Department FY19

Itemize and describe each supply item and provide an estimated quantity and cost if applicable. Provide a justification for each supply item. Costs may be categorized by each general type - office, computer, medical, educational, etc. Supplies can be consumable - paper, drugs, etc., OR controlled assets costing \$500 or more but less than \$5,000 - computers, printers, phones, medical and lab equipment, etc.

Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]</small>	Purpose & Justification	Total Cost
Office Supplies	To purchase general office supplies such as pens, copy paper, manilla folders, dividers, labels, etc. needed by the project.	\$4,000
Medical Supplies (General supplies)	To purchase general medical supplies such as cotton balls, alcohol swabs, band aids, protective gloves, etc. needed to perform services to eligible clients.	\$6,000
Pharmaceuticals	To purchase contraceptives for the family planning component of the program as well as vaccines such as Tdap, Flu and HPV for prevention of eligible clients.	\$50,000
Medical Supplies (7 exam tables @ \$1,400 ea)	To replace broken exam tables for the exam rooms.	\$9,800
Educational Materials	To purchase educational materials such as modules on family planning, sexually transmitted diseases, and chronic diseases covered by the program.	\$1,000
Minor Tools	To purchase minor tools such as instruments used to examine patients on a daily basis.	\$895
Medical Supplies - FFS	To purchase general medical supplies such as cotton balls, alcohol swabs, band aids, protective gloves, etc. needed to perform services to eligible clients.	\$5,000
Office Supplies - FFS	To purchase general office supplies such as pens, copy paper, manilla folders, dividers, labels, etc. needed by the project.	\$3,000
Pharmaceuticals - FFS	To purchase contraceptives for the family planning component of the program as well as vaccines such as Tdap, Flu and HPV for prevention of eligible clients. None of the items have a unit cost above \$4,999.	\$77,000

Revised: 7/6/2009

TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

\$156,695

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: City of Laredo Health Department FY19

List contracts for medical services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Quest Diagnostics, Inc.	Laboratory Services	To provide laboratory services to eligible clients.	Monthly	12	\$3,166.66	\$38,000
Laredo Medical Center	Diaagnostic Services	To provide diagnostic services such as mammograms and/or sonograms to eligible clients.	Monthly	12	\$1,333.33	\$16,000
Doctor's Hospital of Laredo	Diaagnostic Services	To provide diagnostic services such as mammograms and/or sonograms to eligible clients.	Monthly	12	\$1,250.00	\$15,000
Radiology Clinics of Laredo	Diaagnostic Services	To provide diagnostic services such as mammograms and/or sonograms to eligible clients.	Monthly	12	\$833.33	\$10,000
Celso Rodriguez, M.D.	Medical Services	To provide medical services such as follow-ups to abonrmal pap smears, physical exams and family planning methods.	Unit	64	\$200.00	\$12,800
Gary Unzeitig, M.D.	Medical Services	To provide medical services such as follow-ups to abonrmal pap smears, physical exams and family planning methods.	Unit	30	\$200.00	\$6,000
Victor Treviño, M.D.	Medical Services	To provide medical services such as follow-ups to abonrmal pap smears, physical exams and family planning methods.	Unit	40	\$200.00	\$8,000

Revised: 7/6/2009

Quest Diagnostics, Inc. - FFS	Laboratory Services	To provide laboratory services to eligible clients.	Monthly	12	\$2,500.00	\$30,000
Laredo Medical Center - FFS	Diaagnostic Services	To provide diagnostic services such as mammograms and/or sonograms to eligible clients.	Monthly	12	\$2,500.00	\$30,000
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$40,040

Total Amount Requested for CONTRACTUAL: **\$205,840**

FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

City of Laredo Health Department FY19

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Communication	To cover monthly cost for office phone, long distance and cell phone services generated by the program.	\$3,000
Liability Insurance	To cover liability insurance cost for the Nurse Practitioner to be able to provide service to eligible clients of the program.	\$850
Postage	To cover monthly cost for postage and overnight correspondence incurred by the program.	\$500
I-Net	Funds will be used to cover internet and email services utilized by staff under the program.	\$3,300
Postage - FFS	To cover monthly cost for postage and overnight correspondence incurred by the program.	\$102
Netsmart Technologies - Training - FFS	To provide support and training, and information technology support for health information exchange.	\$3,500
Advertising - FFS	To promote health education for prevention and care messaging having person stay under care.	\$6,500
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$17,752

FORM F - 7 Indirect Costs

Legal Name of Respondent:

City of Laredo Health Department FY19

Total amount of indirect costs allocable to the project:

Amount: \$0

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE:

BASE:

Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:

TYPE:

BASE:

X

Note: Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. Health Department). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department. The allocation of indirect costs must be addressed in Part V - Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS.

A cost allocation plan. A cost allocation plan as specified in the DSHS Contractor's Financial Procedures Manual (CFPM), Appendix A must be submitted to DSHS within 60 days of the contract start date. The CFPM is available on the following internet web link: <http://www.dshs.state.tx.us/contracts/>

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: City of Laredo Health Department FY19

List contracts for medical services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
Doctor's Hospital of Laredo	Diagnostic Services	To provide diagnostic services such as mammograms and/or sonograms to eligible clients.	Monthly	12	\$1,666.66	\$20,000
Radiology Clinics of Laredo	Diagnostic Services	To provide diagnostic services such as mammograms and/or sonograms to eligible clients.	Monthly	12	\$1,670.00	\$20,040
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL:

\$40,040

ORDINANCE 2017-O-067

AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTINUATION CONTRACT WITH THE HEALTH AND HUMAN SERVICES COMMISSION (HHSC) AND AMENDING THE FY 2016-2017 BUDGET BY APPROPRIATING ADDITIONAL REVENUES AND EXPENDITURES IN THE AMOUNT OF \$810,020.00 FOR THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) HEALTHY TEXAS WOMEN PROJECT TO PROVIDE PRIMARY CARE, WOMEN'S PREVENTIVE HEALTH CARE, PRENATAL CARE, FAMILY PLANNING, CHRONIC DISEASE PREVENTION, CLINIC SERVICES, DIAGNOSTIC, AND LABORATORY SERVICES TO AN ADDITIONAL 350 WOMEN FOR THE TERM PERIOD FROM SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2019.

WHEREAS, The Health and Human Services Commission will continue to contract with the City of Laredo Health Department (CLHD) for the Healthy Texas Women project. This grant award will allow for the continuation of the City of Laredo Health Department Texas Healthy Women program that provides patient care preventive health care services for women under the 200% of poverty to enhance health care access, early detection and prevention. This will improve women's health through better access to primary care, women's health, 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.

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

Section 1: City Manager is hereby authorized to accept and enter into a continuation contract with the Health and Human Services Commission (HHSC) and amending the FY 2016-2017 budget by appropriating additional revenues and expenditures in the amount of \$810,020.00 for the City of Laredo Health Department (CLHD) Healthy Texas Women project to provide primary care, women's preventive health care, prenatal care, family planning, chronic disease prevention, clinic services, diagnostic, and laboratory services to an additional 350 women for the term period from September 1, 2017 through August 31, 2019.

Section 2: The revenue account 226-0000-321-6310 is hereby increased by \$810,020.00 and the expenditure division 226-6109 with the project number HEHT02 is hereby increased by \$405,010.00 and project number HEHT03 is hereby increased by \$405,010.00

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 _____, 2017.**

**PETE SAENZ
MAYOR**

ATTEST:

**HEBERTO L. RAMIREZ
ACTING CITY SECRETARY**

APPROVED AS TO FORM:

**KRISTINA K. LAUREL HALE
ACTING CITY ATTORNEY**

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

2017-O-068 Amending Chapter 28 Streets, Sidewalks and Public Places; Article V Commercial Use of Streets, Sidewalks and Other Public Places; Section 28-106 (a) of the City of Laredo Code of Ordinances providing hours of operation for motorized mobile vehicle vendors (Vendors cannot operate, play music, or loud sounds between the following hours: Sunday through Thursday 10:00 p.m. to 7:00 a.m. and Friday through Saturday 11:00 p.m. to 7:00 a.m.) and providing for publication and an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On May 22, 2017, Council introduced the Ordinance.

BACKGROUND

City Council had approved a motion on April 11, 2017 to develop a City Ordinance allowing mobile snack trucks to operate until 10:00 pm Sunday through Thursday and until 11:00 pm Friday and Saturday.

Chapter 28 Streets, Sidewalks and Public Places; Article V Commercial Use of Streets, Sidewalks and Other Public Places; Section 28-106 (a), is hereby amended as follows:

Sec. 28-106. - Vending under street vendor's permit outside of the Central Business District; requirements.

(a) The city may issue a permit to a vendor to sell goods from a motorized mobile vehicle or an approved cart under this section. Such a permit will give the vendor the privilege of vending from such a vehicle over city streets, provided that no stop for displays or sales shall be longer than ten (10) minutes at any one place. After any stop for displays or sales of ten (10) minutes, the vendor must proceed a distance of not less than two hundred fifty (250) feet before another stop for another sale. All stops for display or sale must be for ten (10) minutes or less. Vendors cannot operate, play music, or loud sounds between the following hours: Sunday through Thursday 10:00 p.m. to 7:00 a.m. and Friday through Saturday 11:00 p.m. to 7:00 a.m. The vehicle shall not be permitted to vend while parked nor to obstruct traffic, nor shall any sale be made within

six hundred (600) feet of the property line of any school, public recreational facility, park or special event unless the vendor has complied with the requirements of section 28-107.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None.

Attachments

2017-O-068

ORDINANCE 2017-O-068

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING Chapter 28 STREETS, SIDEWALKS AND PUBLIC PLACES; ARTICLE V COMMERCIAL USE OF STREETS, SIDEWALKS AND OTHER PUBLIC PLACES; SECTION 28-106 (A) OF THE CITY OF LAREDO CODE OF ORDINANCES PROVIDING HOURS OF OPERATION FOR MOTORIZED MOBILE VEHICLE VENDORS (*VENDORS CANNOT OPERATE, PLAY MUSIC, OR LOUD SOUNDS BETWEEN THE FOLLOWING HOURS: SUNDAY THROUGH THURSDAY 10:00 P.M. TO 7:00 A.M. AND FRIDAY THROUGH SATURDAY 11:00 P.M. TO 7:00 A.M.*) AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, City Council had approved a motion on April 11, 2017 to develop a City Ordinance allowing mobile snack trucks to operate until 10:00 pm Sunday through Thursday and until 11:00 pm Friday and Saturday.

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

Section 1: Chapter 28 Streets, Sidewalks and Public Places; Article V Commercial Use of Streets, Sidewalks and Other Public Places; Section 28-106 (a), is hereby amended as follows:

Sec. 28-106. - Vending under street vendor's permit outside of the Central Business District; requirements.

(a) The city may issue a permit to a vendor to sell goods from a motorized mobile vehicle or an approved cart under this section. Such a permit will give the vendor the privilege of vending from such a vehicle over city streets, provided that no stop for displays or sales shall be longer than ten (10) minutes at any one place. After any stop for displays or sales of ten (10) minutes, the vendor must proceed a distance of not less than two hundred fifty (250) feet before another stop for another sale. All stops for display or sale must be for ten (10) minutes or less. *Vendors cannot operate, play music, or loud sounds between the following hours: Sunday through Thursday 10:00 p.m. to 7:00 a.m. and Friday through Saturday 11:00 p.m. to 7:00 a.m.* The vehicle shall not be permitted to vend while parked nor to obstruct traffic, nor shall any sale be made within six hundred (600) feet of the property line of any school, public recreational facility, park or special event unless the vendor has complied with the requirements of section 28-107.

Section 2: That if any of these sections, provisions, sentences, clauses, phrases or parts are held unconstitutional or void, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

Section 3: That all ordinances that are in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 4: That after its passage by City Council, this Ordinance shall be published one (1) time and become effective not less than sixty (60) days from the date of the public hearing on this Ordinance, in accordance with the City Charter.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
_____ DAY OF _____, 2017.**

**PETE SAENZ
MAYOR**

ATTEST:

**HEBERTO L. RAMIREZ
ACTING CITY SECRETARY**

APPROVED AS TO FORM:

**KRISTINA K. LAUREL HALE
ACTING CITY ATTORNEY**

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Rosa H. De Hoyos, Owner; Hector Hernandez, Jr., Applicant

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2017-O-069 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Tattoo Shop on Lots 5 and 6, Block 30, Vista Hermosa Subdivision, located at 5309 McPherson Road, Suite 5.
ZC-29-2017

District V

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Nelly Vielma at the Special Council meeting of May 22, 2017.

BACKGROUND

Council District: V – The Honorable Nelly Vielma.

Proposed use: Tattoo Shop.

Site: Commercial Plaza.

Surrounding land uses: North of the site is Laredo Laser Surgery and Clear Vision. South of the side is a high density residential district, Pizza Hut, and Stripes Gas Station. East of the site is a Well Wash, Self-Storage units, single-family residential uses and multi-family residential uses. West of the site is BBVA Compass Bank and single-family residential uses.

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: 30 In Favor: 0 Opposed: 2

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 7 to 0 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION

Staff does not support the proposed Special 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.

The property does not meet parking requirements for a commercial use including maneuverability on site.

Parking requirements as per Section 24.78 of the Laredo Land Development Code:

Suite 1- Office/storage requires 2 parking spaces (1 space per 250 sf)

Suite 2- Nail Salon requires 3 parking spaces (1 space per 200 sf)

Suite 3- Vacant- General types of commercial uses requires 3 parking spaces (1 space per 200 sf)

Suite 4- Shoe Repair requires 3 parking spaces (1 space per 200 sf)

Suite 5- Proposed Tattoo Shop requires 3 parking spaces (1 space per 200 sf) Suite 6- Vacant- General types of commercial uses requires 10 parking spaces (1 space per 200 sf)

Suite 7- Hair Salon requires 3 parking spaces (1 space per 200 sf)

Suite 8- Vacant- General types of commercial uses requires 2 parking spaces (1 space per 200 sf)

Suite 9- Print Shop requires 2 parking spaces (1 space per 200 sf)

***Site plan provided by the applicant shows 26 available parking spaces of the 31 spaces required on that commercial plaza. Section 24.78 of the Laredo Land Development Code**

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 Rosa H. De Hoyos and Hector Hernandez, Jr., 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. Hours of operation shall be limited to 12:00 p.m. to 10:00 p.m.
4. Signage is limited to that allowed in a B-3 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.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

[Ordinance 2017-O-069](#)

[Aerial Map](#)

[Zoning Map](#)

[Future Land Use Map](#)

[Zoning Overview Map](#)

[Dimensions Map](#)

[Survey and Exhibits](#)

[Pictures](#)

ORDINANCE NO. 2017-O-069

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A TATTOO SHOP ON LOTS 5 AND 6, BLOCK 30, VISTA HERMOSA SUBDIVISION, LOCATED AT 5309 MCPHERSON ROAD, SUITE 5.; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit a Tattoo Shop on Lots 5 and 6, Block 30, Vista Hermosa Subdivision, located at 5309 McPherson Road, Suite 5; 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 April 20, 2017; 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 May 22, 2017, 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 Lots 5 and 6, Block 30, Vista Hermosa Subdivision, located at 5309 McPherson Road, Suite 5.

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

1. The Special Use Permit shall be issued to Rosa H. De Hoyos and Hector Hernandez, Jr., 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. Hours of operation shall be limited to 12:00 p.m. (noon) to 10:00 p.m.
4. Signage is limited to that allowed in a B-3 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

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 _____, 2017.

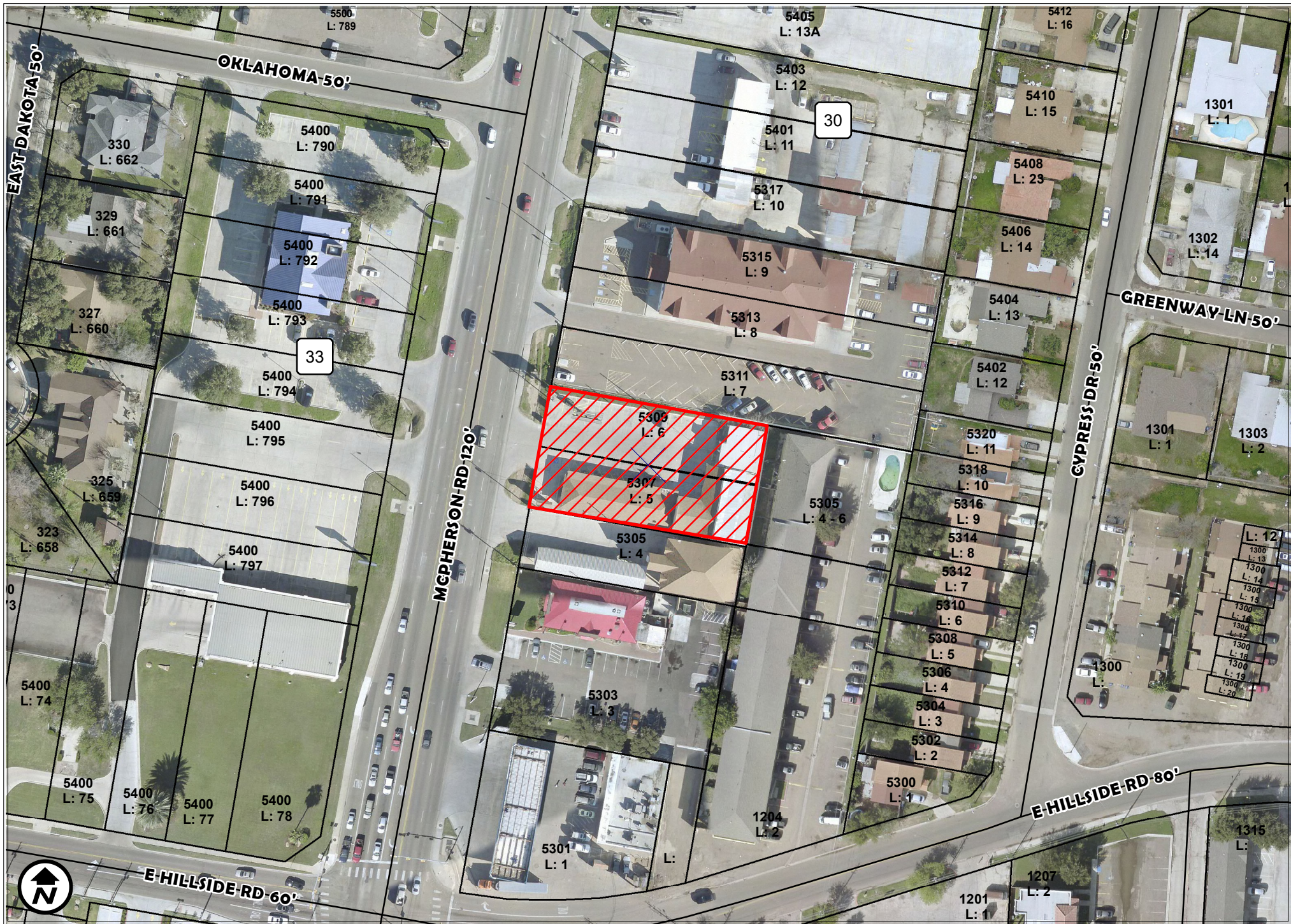
PETE SAENZ
MAYOR

ATTEST:

HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:

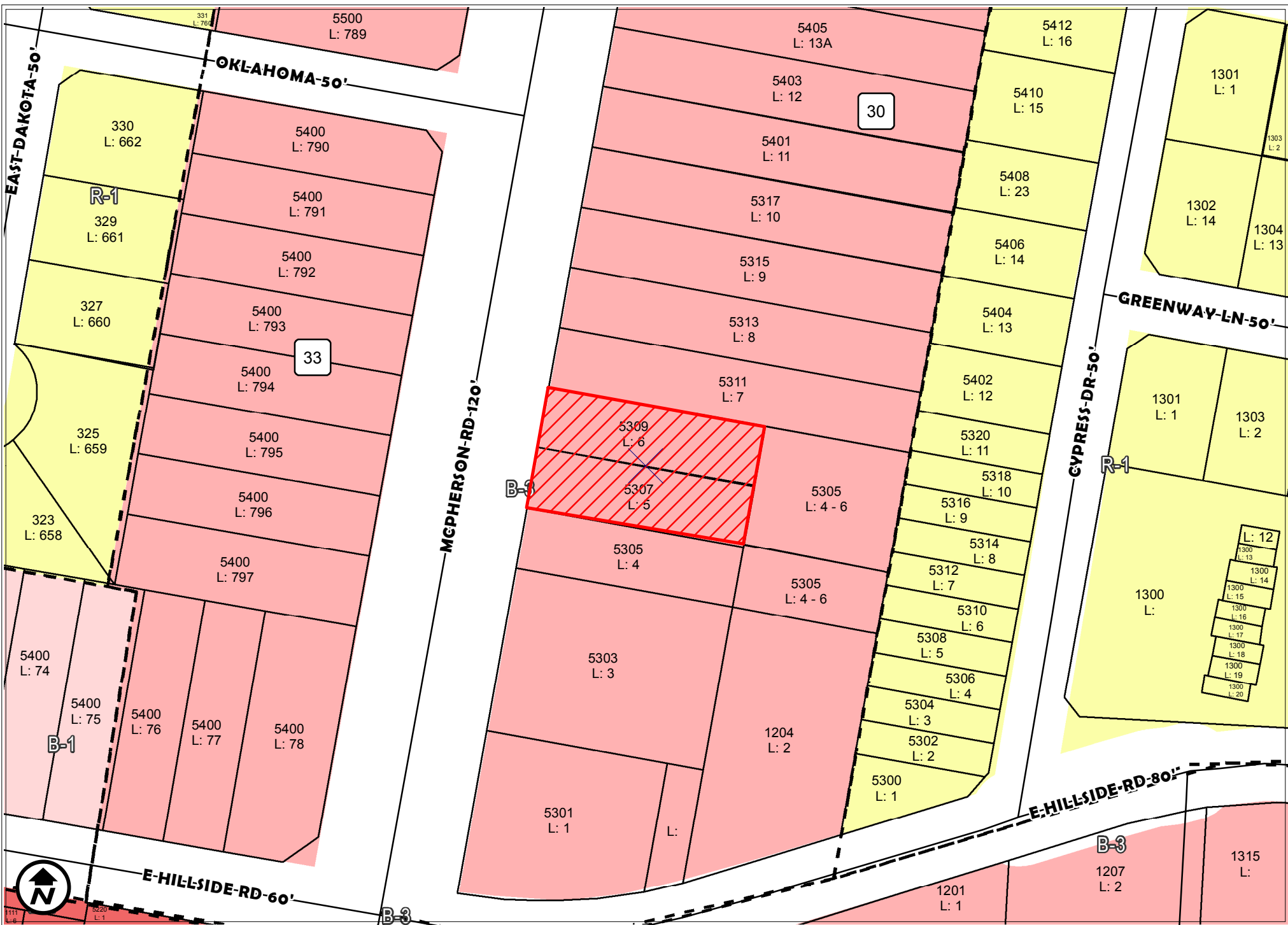
KRISTINA LAUREL HALE
ACTING CITY ATTORNEY



AERIAL MAP
1 inch = 100 feet

ZC-29-2017
COUNCIL DISTRICT 5
5309 MCPHERSON RD

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



ZONING MAP
1 inch = 100 feet

ZC-29-2017
COUNCIL DISTRICT 5
5309 MCPHERSON RD

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.



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



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



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

4-20-2017

I Hector Hernandez Jr. business name LazyBoy
Tattoos will be renting out at location 5309
McPherson Road suite 5. I will be using this
location for a Tattoo & Body Piercing Parlor.
The Hours of Operation will be from Monday-
Saturday from 12:00pm-10:00pm. Sundays
would be for Appointments only. There will be
a Total of 4 Employees.

4-20-17

✓ Hector Jr

March 06, 2017

Juan Smith 111

To whom it may concern;

Mr. Hector Hernandez Jr. (Lazy Boys Tattoos) 5309 Mc Pherson Rd. # 5 had been at this location for some time . I had never had any problem with him or his business. I understand he is in the process of going back to this location any and all consideration on this matter will be appreciated

Thank you

.....Health Inspector



EMS Safety Services

Ivan Hernandez

Has completed training in

Bloodborne Pathogens

Issue Date 03/08/2017 Expiration Date 03/08/2019

Instructor Luis F. Decker Cert. # TX-312

EMS Safety Services

Lilly Hernandez

Has completed training in

Bloodborne Pathogens

Issue Date 03/08/2017 Expiration Date 03/08/2019

Instructor Luis F. Decker Cert. # TX-312

EMS Safety Services

Hector Hernandez

Has completed training in

Bloodborne Pathogens

Issue Date 03/08/2017 Expiration Date 03/08/2019

Instructor Luis F. Decker Cert. # TX-312

EXHIBIT "B"

Eres Hair Salon and Boutique

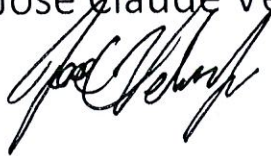
5309 McPherson Road suite 2

956-319-1837

To Whom it may Concern;

I have been at my business close to 10 yrs. I have known hector for about 7 yrs. He is Hardworking, humble, and willing to help others. We were Business neighbors for about 7 yrs. We have never had any problems. We would love if they came back to their old suite.

Jose Claude Velarde Jr.

A handwritten signature in black ink, appearing to read "Jose Velarde", written over the printed name.

Carlos De Hoyos Inv.

5309 McPherson St. Laredo, Tx. 78041

To Whom It May Concern,

I, Rosa H. De Hoyos, CEO of Carlos De Hoyos Inv., at 5309 McPherson St, have known Mr. Hector ~~Martinez~~ ^{Hernandez} Jr. for eight years. R.D

Mr. Martinez has been previously a tenant in said property for six years. For reasons of his own he moved out in good terms.

I never had any complaints about Mr. ~~Martinez~~ ^{Hernandez} and his Tatoo Business from the tenants around him.

If you have any further questions please feel free to call 956-206-6247.

Thank You,


R. De Hoyos, CEO

Since 1996

Date: March 3, 2017



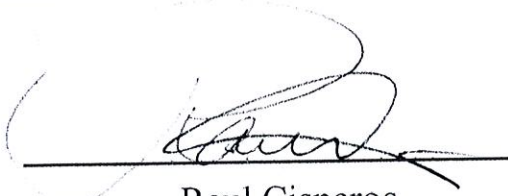
"Your World Of Printing Needs"

To whom it may concern:

Hello my name is Raul Cisneros Jr. & i am the owner of Universal Print i have been here since 1996 and i have seen tenants come and go. Thru out the course of years i had good and bad, business neighbors but i can count only a few great business neighbors that have been here without any complaints from the city or the land lords. Mr. Brizuela from Brizuelas Shoe Repair, and the other will be Mr. Hector Hernandez Jr. from Lazy Tattoos. The 7 years he was conducting business in this premisses i never had a complaint with Mr. Hernandez, his very professional about his work and ethics to the public. Is a shame that bad tenants get a way with crime and the good one's they have to pay for other people's mistakes. If you have any questions or concern's about, Mr. Hernandez please feel free to give me a call anytime.

Thank you and God Bless

Sincerely
Raul C. Jr.



Raul Cisneros

Since 1996

Lowest Prices in Town !!



Bus. Cards
Banners
Magnetic Signs
Really Signs

"YOUR WORLD OF PRINTING NEEDS"

RAUL CISNEROS
GENERAL MANAGER

E-mail: universalprint96@yahoo.com

Post Cards
Flyers
Outdoor Signs
Door Hangers

**Cell.: (956) 236-5410 • 5309 McPherson Rd. Ste. 1
Laredo, Texas 78041**

EXHIBIT "B"
PAGE 6 OF 9

Brizuela Shoe & Boot Repair

5309 McPherson Road suite 4

956-722-5541

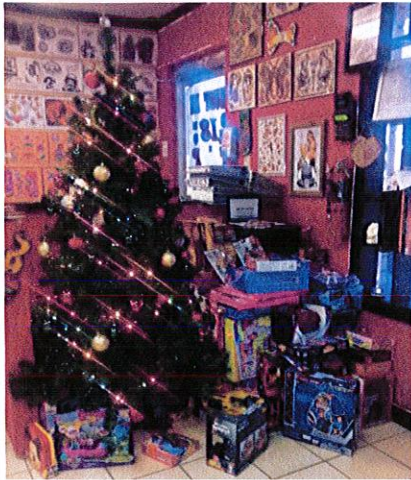
This is a Letter of Recommendation for my Friend/business neighbor Hector Hernandez Jr. We have no problem having Hector Hernandez(LazyBoy Tattoos) back at his suite. We never had any complaints. We were neighbors for 7yrs and would love for him to come back. Please help him if you can he is a good hardworking man. Thank you

Brizuela

Lucia M. Garcia
3-2-17



EXHIBIT "B"
PAGE 1 OF 9



LazyBoy Tattoos
1st Annual Thanksgiving Food Drive

We will be hosting a Turkey & non perishable food drive benefit our local Military Veterans of "The Veterans Project". All Collected food will be given to feed our Vets. Any other items donated will be gladly Appreciated. (socks, gloves, coats, hats, etc)

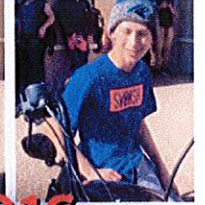
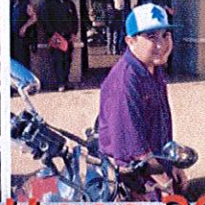
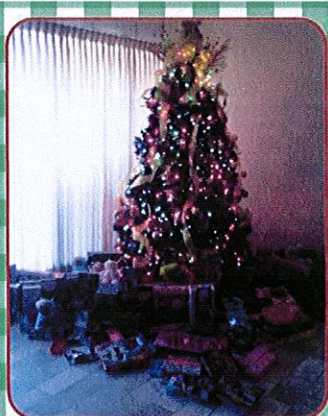
As a "Thank you" from us everyone who donates will be entered in a raffle for Two \$50 gift cards towards any Tattoo and Tickets for your Laredo Swarm Basketball Game

Nov 1st- Nov 22nd **** Drop Off ****

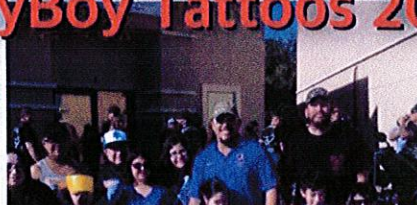
LazyBoy Tattoos
604 W. Calton Rd Suite B
Hector Hdq 956-489-7999

FOOD FOR VETERANS **THANK YOU FOR SERVING OUR COUNTRY AND PROTECTING OUR FREEDOM**

facebook.com/lazyboytattoo



LazyBoy Tattoos 2016



Motorcycle run



 **2nd Annual Lazy Boy TOY DRIVE**

Please come by and donate a new unwrapped toy for the children of *Bethany House Laredo*

5309 McPherson Rd. #5 956-727-0320

Lazy Boy 3RD ANNUAL TOY DRIVE!

TO BENEFIT THE SACRED HEART ORPHANAGE

DROP A TOY OFF AND BE REGISTERED TO WIN A \$100 & \$50 TATTOO!

PLEASE HELP US TO HELP THESE CHILDREN HAVE AN AWESOME CHRISTMAS! DONATE A NEW UNWRAPPED TOY (AGES 5-17) TO THE SHOP, LOCATED ON 5309 MCPHERSON #5 LAREDO, TEXAS 956-727-0320

Lazy Boy 4TH ANNUAL Toys For Tots

BENEFITING THE SACRED HEART ORPHANAGE

PLEASE HELP BY DONATING A NEW UNWRAPPED TOY FOR BOYS AND GIRLS (AGES 5-15) ANYTHING CAN HELP!

AND TO THANK YOU FOR DONATING, WE WILL BE RAFFELING OFF A \$100 AND TWO \$50 TATTOOS!

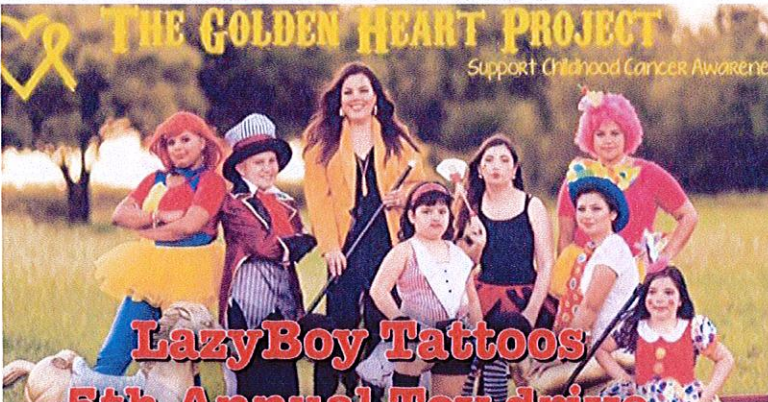
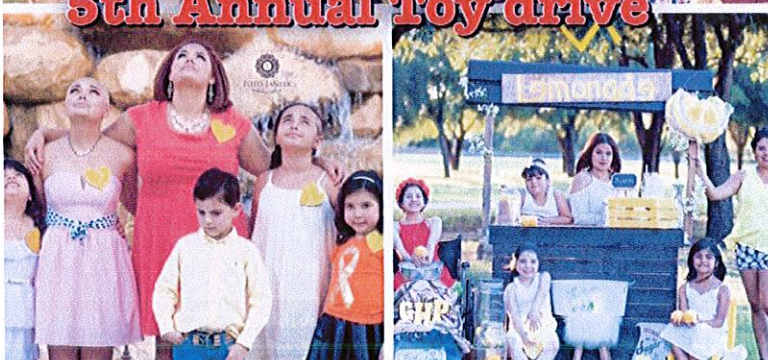
Lazy Boy
5309 MCPHERSON RD. #5
956-727-0320 FOR INFO

Lazy Boy ANNUAL CHRISTMAS TOY DRIVE!

Help us, help every child have an awesome christmas

THE GOLDEN HEART PROJECT
Support Childhood Cancer Awareness

LazyBoy Tattoos 5th Annual Toy drive

LazyBoy Tattoos MOTORCYCLE TOY RUN

Saturday December 17th, 2016
Benefiting the Children of

All Bikes Welcome
Roll Out 1:30pm

Raffles From our Sponsors

 The Golden Heart Project

 TKO SPORTS CAFE

Pre-Registration
Dec 15th 8pm-10pm
at T.K.O 520 Shiloh
\$15 /per Bike or
\$15 toy w/ Receipt
\$20 day of event

Supporting Childhood Cancer in Laredo, Tx.
Starting Point Lazyboy Tattoos 604 w Calton Rd. Suite B
Arrival Point MVP 6402 N Bartlett w/ Children waiting for us
For more Info Call Hector Hernandez Jr. 956-489-7999
Info on organization facebook.com/GHPLaredo

April 19th 2017,

To: City of Laredo Planning and Zoning Dept.

From:

Garcia's Auto Repair

5417 Mc Pherson Rd

956 753 0737

We Offer 5 Extra Parking Spots from our location to
LazyBoy Tattoos at 5309 Mcpherson road suite 5
During their Business Hours.

Monday-Friday 12-10pm

Saturdays 12-6pm -Sundays Appt Only

Property Owner ,

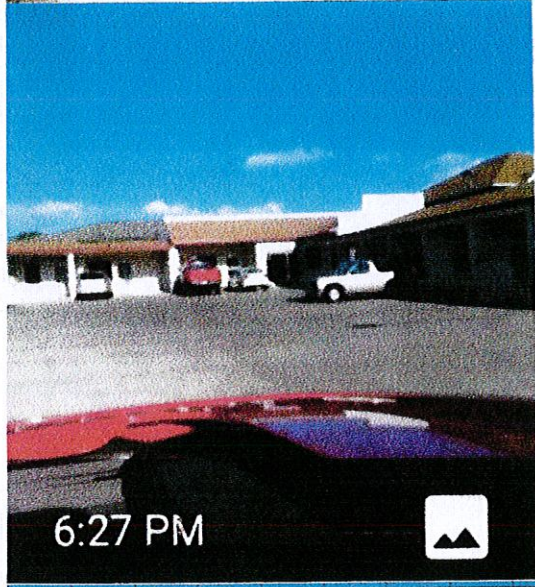
Edgar

EDGAR GARCIA

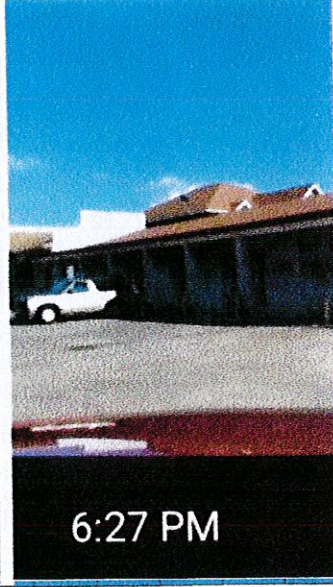
Yesterday 12:29 PM



Today 4:09 PM



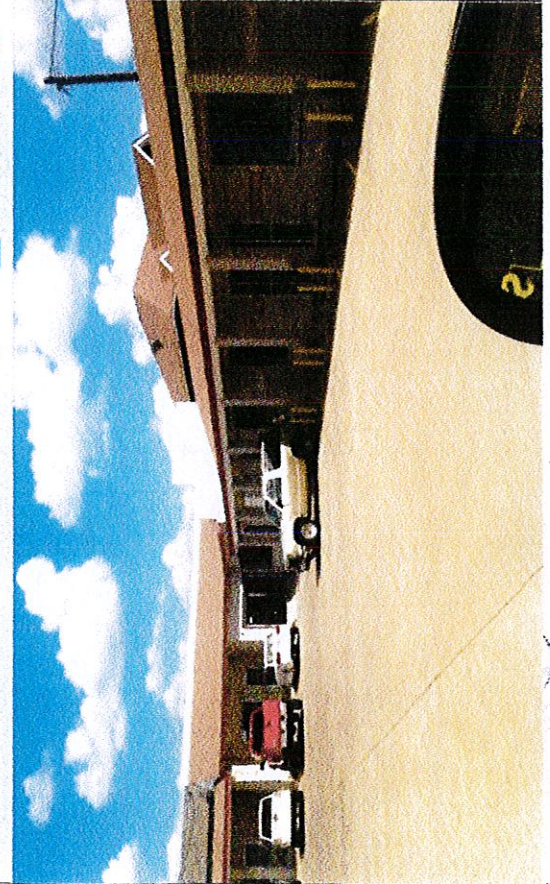
6:27 PM



6:27 PM



Today 4:09 PM





ZC-29-2017

5309 McPherson Road, Ste 5

Lots 5 and 6, Block 30

Vista Hermosa Subdivision





City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Land Icon Investments, Inc., Owner; Javier Espinoza, Jr., Applicant

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2017-O-070 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 2 and South 2.7' of Lot 4, Blk 988, Western Division, located at 1320 Philadelphia St, from R-3 (Mixed Residential District) to R-1A (Single Family Reduced Area District). ZC-30-2017

District VIII

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Roberto Balli at the Special City Council meeting of May 22, 2017.

BACKGROUND

Council District: VIII – The Honorable Roberto Balli

Proposed use: Residential.

Site: The site has a duplex.

Surrounding land uses: North of the property is a low density residential district. South of the property is a low density residential district, manufactured housing, and a high density residential district. East of the site is a low density residential district, the City of Laredo Health Department, manufactured housing, and a high density residential district. West of the property is a low density residential district, manufactured housing, Santa Maria Elementary School, a low density residential district, shoe repair services, medical equipment store, and a Cristian Church Piedra Angular.

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

Transportation Plan: The Long Range Thoroughfare Plan has no designation for Philadelphia St.

Letters sent to surrounding property owners: 17 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 7 to 0 vote, recommended approval of the Zone Change.

STAFF RECOMMENDATION

Staff supports the proposed zone change for the following reasons:

1. The proposed district is appropriate at this location because it is compatible with the Comprehensive Plan's designation for the area as High Density Residential.
2. The proposed use is compatible with the single-family residential uses along Philadelphia St.
3. The proposed B-3 District will not introduce more intense uses than those existing in the area.
4. The uses allowed in an R-1A are similar to permitted in an R-3 District

IMPACT ANALYSIS

R-1A (Single Family Reduced District): The purpose of the R1-A (Single Family Reduced Area District) is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 4500 square feet.

Is this change contrary to the established land use pattern?

No, this property is surrounded by a low density residential district.

Would this change create an isolated zoning district unrelated to surrounding districts?

Yes, although the land abutting this property is primarily residential, there are no other single family reduced area districts within proximity of the site.

Will change adversely influence living conditions in the neighborhood?

No, Philadelphia St. is an established residential neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

No, the existing R-3 (Mixed Residential District) permits residential uses.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance 2017-O-070

Aerial Map

Zoning Map

Future Land Use Map

Zoning Overview Map

Dimensions Map

Survey

Pictures

ORDINANCE NO. 2017-O-070

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 2 AND SOUTH 2.7' OF LOT 4, BLK 988, WESTERN DIVISION, LOCATED AT 1320 PHILADELPHIA ST, FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO R-1A (SINGLE FAMILY REDUCED AREA DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots 2 and South 2.7' of Lot 4, Blk 988, Western Division, located at 1320 Philadelphia St, from R-3 (Mixed Residential District) to R-1A (Single Family Reduced Area District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 20, 2017, 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 May 22, 2017, 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 2 and South 2.7' of Lot 4, Blk 988, Western Division, located at 1320 Philadelphia St, from R-3 (Mixed Residential District) to R-1A (Single Family Reduced Area District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2017.

PETE SAENZ
MAYOR

ATTEST:

HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
ACTING CITY ATTORNEY



AERIAL MAP
1 inch = 100 feet

ZC-30-2017
COUNCIL DISTRICT 8
1320 PHILADELPHIA ST

REZONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
-> R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)



ZONING MAP
1 inch = 100 feet

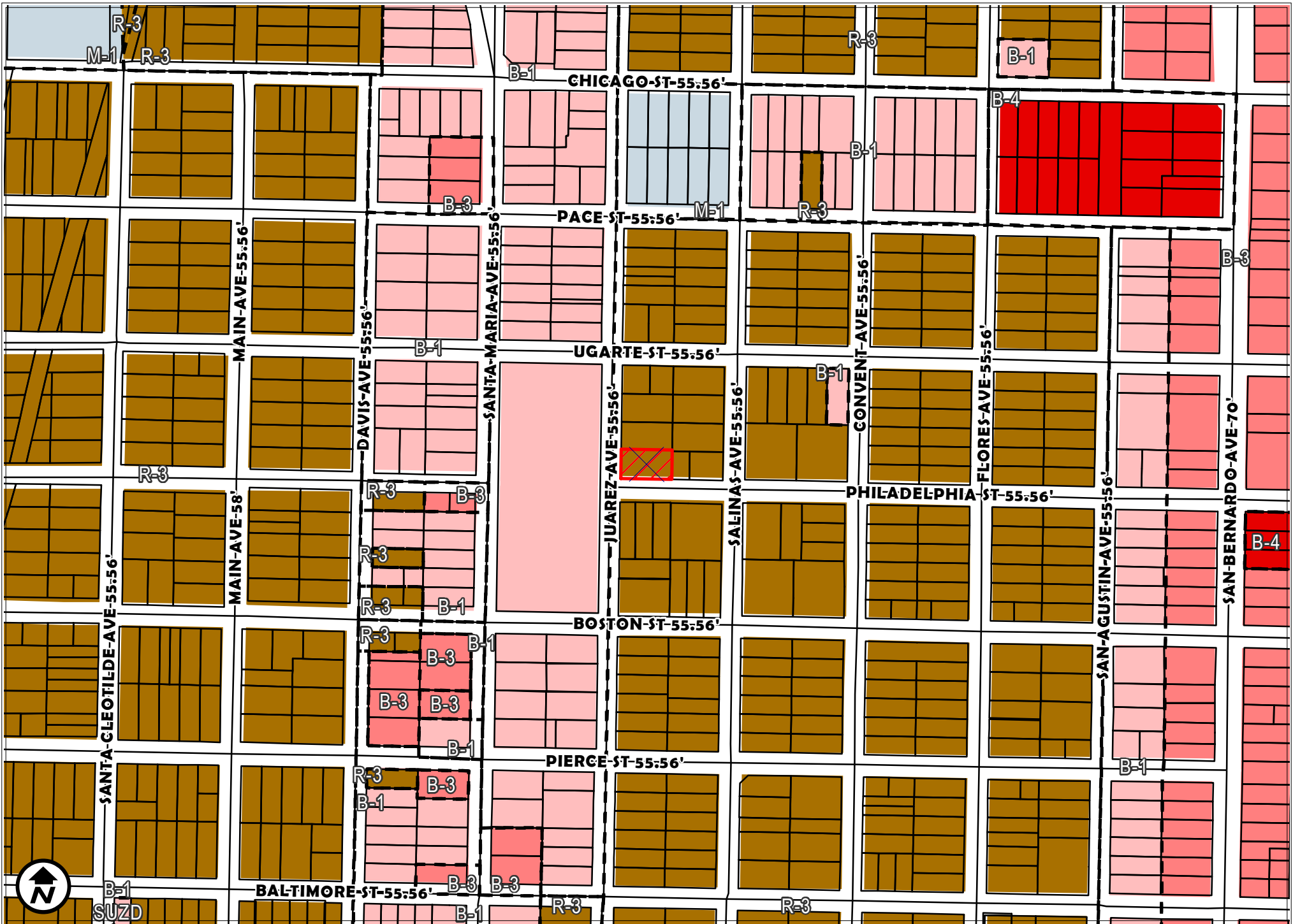
ZC-30-2017
COUNCIL DISTRICT 8
1320 PHILADELPHIA ST

REZONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
-> R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)

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



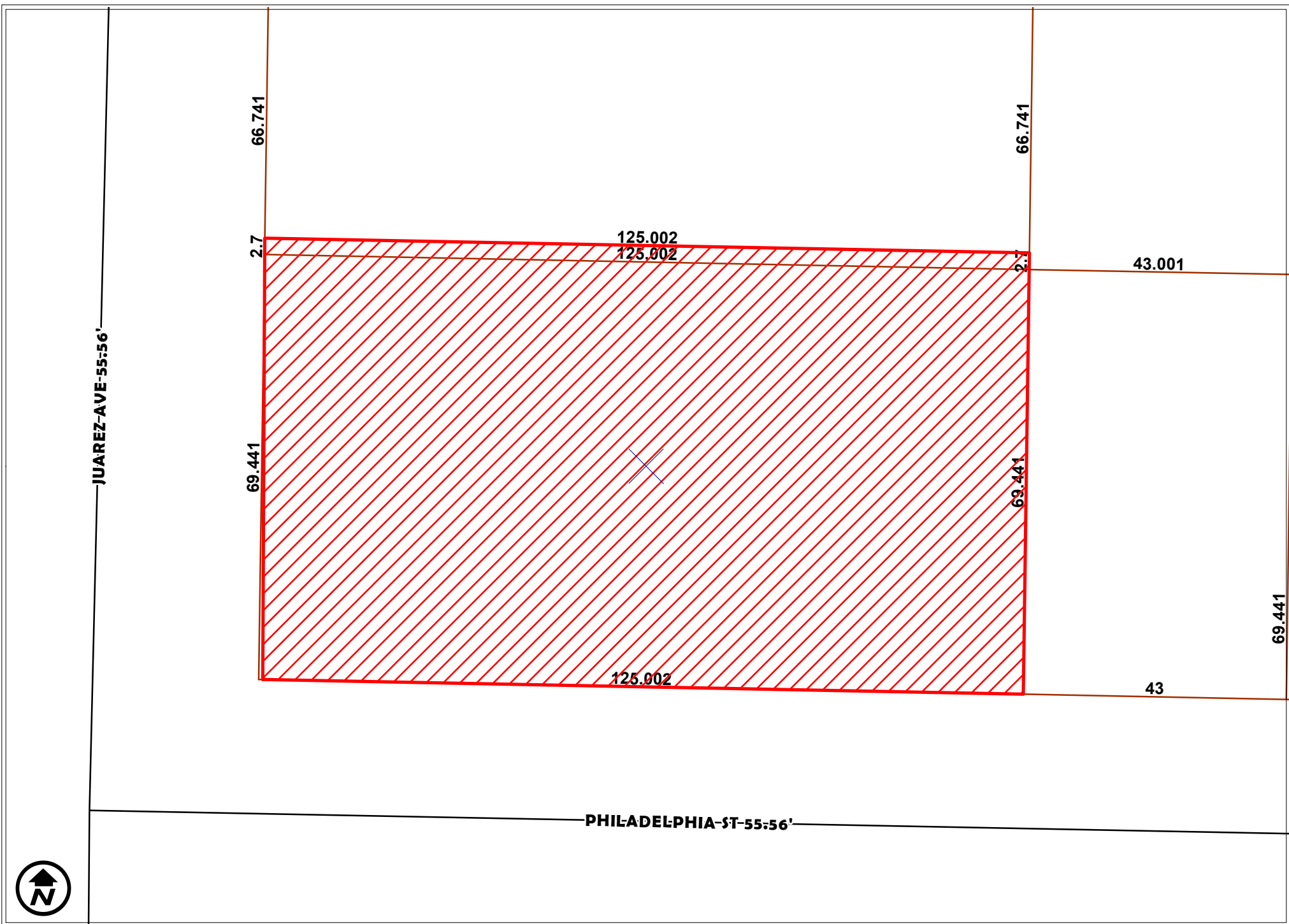
**REZONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
-> R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)**



ZONING OVERVIEW
1 inch = 300 feet

ZC-30-2017
COUNCIL DISTRICT 8
1320 PHILADELPHIA ST

REZONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
-> R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)



DIMENSIONS MAP
1 inch = 20 feet

ZC-30-2017
COUNCIL DISTRICT 8
1320 PHILADELPHIA ST

REZONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
-> R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)



200' NOTIFICATION
1 inch = 100 feet

ZC-30-2017
COUNCIL DISTRICT 8
1320 PHILADELPHIA ST

REZONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
-> R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)



ZC-30-2017

1320 Philadelphia St.

**Lots 2 and South 2.7' of Lot 4, Blk
988, Western Division.**



Final Reading of Ordinances 7.

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Robert Eads, Assistant City Manager

Staff Source: Riazul I.Mia, P.E., CFM

SUBJECT

2017-O-071 Amending Chapter 31 (Utilities), Article III, (WATER), Division 3 (RATES and CHARGES) by amending section 31-138.1 (Fees and Service Charges) by adding subsection title 31-138.1.1 (Fees) and creating subsection title 31-138.1.2 (Service Charges); clarifying the reconnect fees and amending the late fee by including an exemption for all veterans (as amended).

PREVIOUS COUNCIL ACTION

Ordinance was introduced on May 22, 2017 with amendments.

BACKGROUND

The current ordinance exempts customers who are age 65 and older from late fees. Council expressed their wish to extend this exemption to all veterans for their service. The ordinance will be effective from August 1, 2017.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That the Final Ordinance be passed.

Attachments

Late Fee Exemptions

ORDINANCE 2017-O-071

Amending Chapter 31 (Utilities), Article III, (WATER), Division 3 (RATES AND CHARGES) by amending section 31-138.1 (Fees and Service Charges) by adding subsection title 31-138.1.1 (Fees) and creating subsection title 31-138.1.2 (Service Charges); clarifying the reconnect fees and amending the late fee by including an exemption for all veterans; Providing for publication and an effective date (as amended).

WHEREAS, the water system continues to provide the necessary services to assure that the water system continues to provide the highest level of services to our customers; and

WHEREAS, there is a need for clarification of the current processes in order to increase the public's awareness of the processes; and

WHEREAS, Council wishes to exempt all veterans from late fees for their service.

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

Sec. 31-138.1 Fees and Service Charges

The fees and service charges to perform the special water and sewer functions of the utilities department are the following:

Sec. 31-138.1.1 FEES AND SERVICE CHARGES

~~Valve Operating Crew Fee~~....\$200.00

Meter Service fee\$ 10.00

Reconnect fees:

(DFNP = Disconnect for nonpayment)

~~Reconnect fee (DFNP) during regular business hours (8 a.m. to 5 p.m.) and~~
~~Next business days (M—F) on a 24-hour turnaround time frame~~\$35.00

~~Reconnect fee (DFNP)~~ Same business day and after business hours up to
midnight or same day\$55.00

~~Reconnect fee (DFNP) for Weekends and holidays~~\$75.00

Nonsufficient fund checks fees:

N.S.F. check service charge before 5:00 p.m.\$25.00

N.S.F. check service charge after 5:00 p.m.25.00

Late fee:

Late fee (~~exempting customers who are 65 years and older~~)5% or \$5.00 Whichever is greater, is charged to the balance owed on the account at the beginning of the second business day after the bill due date of each month

Exemptions: 1. Customers who are 65 years and older (must provide driver's license or Texas I.D.), 2. All veterans (must provide DD214 certification and Valid I.D.)

Meter installation fee:

Meter Size	Proposed Cost
5/8" x 3/4"	\$93.20
3/4" x 3/4"	\$93.20
1"	\$94.53
1 1/2"	\$404.74
2" Compound	\$406.31
3"	\$836.29
4"	Actual Cost
6"	Actual Cost
8"	Actual Cost

DEPOSITS REQUIRED

Size of meter, residential:

3/4"\$100.00

1"150.00

1½"150.00

2"300.00

3"600.00

4"800.00

Size of meter, commercial:

3/4"\$150.00

1"225.00

1½"225.00

2"300.00

3"600.00

4"800.00

6"1,000.00

8"1,200.00

COST OF METER
(DOES NOT INCLUDE WATER AVAILABILITY FEES)

Meter Size	*AMI New Cost	*AMR New Cost
5/8" x 3/4"	\$180.90	\$156.81
3/4" x 3/4"	\$206.20	\$182.11
1"	\$253.01	\$228.92
1 1/2"	\$572.15	\$547.93
2" Turbine	\$1,031.24	\$856.54
2" Compound	\$1,324.91	\$1,278.10
3"	\$2,400.43	\$2,349.83
4"	\$2,991.24	\$2,940.73
6"	\$4,898.28	\$4,847.68
8"	\$6,882.46	\$6,831.86

*The installation of an AMI or AMR depends on the location of service account.

SIX-INCH WATER TAP FOR FIRE PROTECTION

6" water tap\$3,801.00

Sec. 31-138.1.2 SERVICE CHARGES

Valve Operating Crew Fee...\$200.00

Cost of wet connections:

Six" X six"\$1,500.00

Eight" X eight"\$2,000.00

Ten" X six"\$2,000.00

Ten" X eight"\$2,000.00

Ten" X ten"\$2,000.00

Twelve" X six"\$3,000.00

Twelve" X eight"\$3,000.00

Twelve" X ten"\$3,000.00

Sixteen" X six"\$3,000.00

Sixteen" X eight"\$3,000.00

Sixteen" X ten"\$4,000.00

Sixteen" X twelve"\$4,000.00

Cost of water taps: Not including Water availability and deposit

$\frac{3}{4}$ "\$1,590.74

1"\$1,675.23

1 $\frac{1}{2}$ " ...\$1,749.21

2"\$2,032.00

3"\$2,914.00

4"\$2,969.00

6"\$3,928.00

Cost for T-Connections and for irrigation

3/4" \$240.61

Cost for service relocation

3/4"\$240.61

1"\$248.18

Meter installation fee:-

Meter Size	Proposed Cost
5/8" x 3/4"	\$93.20
3/4" x 3/4"	\$93.20
1"	\$94.53
1 1/2"	\$404.74
2"	
Compound	\$406.31
3"	\$836.29
4"	Actual Cost
6"	Actual Cost
8"	Actual Cost

CITY OF LAREDO WATER UTILITIES DEPARTMENT COST OF WATER LINE
EXTENSIONS, MATERIAL AND LABOR

On polyvinyl chloride (P.V.C.) pipe C-900 or C-905:

2" P.V.C., per linear foot.....2.00

6" P.V.C, per linear foot20.00

8" P.V.C, per linear foot25.00

10" P.V.C, per linear foot27.00

12" P.V.C, per linear foot30.00

16" P.V.C, per linear foot50.00

LINE DESINFECTION OF WATER PIPES;

The contractor will furnish all labor and equipment necessary to complete the proper disinfection of the line and the cost of this operation shall be included in the bid price for the installation of the distribution system.

The City of Laredo will pay for the cost of the PASSING bacteria test, any failures will be at the expense of the contractor

DEPOSITS REQUIRED

~~Size of meter, residential:-~~

~~$\frac{3}{4}$ "\$100.00~~

~~1"150.00~~

~~$1\frac{1}{2}$ "150.00~~

~~2"300.00~~

~~3"600.00~~

~~4"800.00~~

~~Size of meter, commercial:-~~

~~$\frac{3}{4}$ "\$150.00~~

~~1"225.00~~

~~$1\frac{1}{2}$ "225.00~~

~~2"300.00~~

~~3"600.00~~

~~4"800.00~~

~~6"1,000.00~~

~~8"1,200.00~~

~~COST OF METER
(DOES NOT INCLUDE WATER AVAILABILITY FEES)~~

Meter Size	*AMI New Cost	*AMR New Cost
5/8" x 3/4"	\$180.90	\$156.81
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4"	\$2,991.24	\$2,940.73
6"	\$4,898.28	\$4,847.68
8"	\$6,882.46	\$6,831.86

~~*The installation of an AMI or AMR depends on the location of service account.~~

~~SIX INCH WATER TAP FOR FIRE PROTECTION~~

~~6" water tap\$3,801.00~~

Changes or adjustments.

Based on the Public Utility Commission, Chapter 24, subchapter E, (h) Overbilling and underbilling. "If billings for utility service are found to differ from the utility's lawful rates for the services being provided to the customer, or if the utility fails to bill the customer for such services, a billing adjustment shall be calculated by the utility. If the customer is due a refund, an adjustment must be made for the entire period of the overcharges. If the customer was undercharged, the utility may backbill the customer for the amount that was underbilled. The backbilling may not exceed 12 months unless such undercharge is a result of meter tampering, bypass, or diversion by the customer as defined in §24.89 of this title (relating to Meters). If the underbilling is \$25 or more, the utility shall offer to such customer a deferred payment plan option for the same length of time as that of the underbilling. In cases of meter tampering, bypass, or diversion, a utility may, but is not required to, offer a customer a deferred payment plan."

(a) Adjustments

Rates and charges described in sections 31-138 are set by action of the city council of the city. Any changes or adjustments to those rates are prohibited unless approved by the city council, except in the event that there is a clear error in calculation or meter reading. The Utility Director or his designee may, in the case of a clear error of calculation or meter reading, allow certain adjustments of amounts billed if sufficient evidence is presented by the customer. Any adjustments will be based on the Public Utility Commission Chapter 24, subchapter E, (h).

(b) Back Billings/Under Billings

Any adjustments will be based on the Public Utility Commission Chapter 24, subchapter E, (h) .

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 August 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 _____, 2017.

PETE SAENZ
MAYOR

ATTEST:

HEBERTO L. REAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
ACTING CITY ATTORNEY

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Arturo Garcia, CD Director

SUBJECT

2017-R-58 Ratifying the execution of an easement document for the conveyance to the City of Laredo, of a tract of land containing 517.32 sq. ft. out of Block 1, of KAS Commercial Plat, as recorded in volume 34, page 12, of the Webb County Plat Records, in the City of Laredo, Webb County, Texas; said tract of land more or less described by boundary survey and metes and bounds description in the attached exhibit A. The easement is requested by Traffic Division for the purpose of maintaining a traffic control cabinet at the northeast corner of Riverbank Dr. and the southwest corner of Mines Rd.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo has requested a 517.32 sq. ft. easement from KAS Holding LLC. located between Mines Road & Riverbank Dr.

Said 517.32 sq. ft easement is needed for a traffic signal control cabinet box.

KAS Holding LLC has granted and conveyed said easement through the easement document attached.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff Recommends passage of Resolution.

Fiscal Impact

Fiscal Year:

2017

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None

Attachments

survey metes & bounds

Easement Doc

resolution

LEGEND

- FOUND IRON PIN
- SET IRON PIN
- POWER POLE
- ⊕ WATER VALVE
- ☐ TELEPHONE BOX
- ⊙ FIRE HYDRANT
- ⊙ TRAFFIC CONTROL BOX
- ⊙ TRAFFIC LIGHT
- ⊙ TRAFFIC SIGNAL BOX
- ⊙ GAS MARKER
- △ P.R.W.C.T. PLAT RECORDS
- WEBB COUNTY, TEXAS.

LOT 1, BLK. 1,
KAS COMMERCIAL PLAT
Vol. 34, Pg. 12, P.R.W.C.T.

AREA:
517.32 Sq.Ft.

FM 1472 (MINES RD.)
(200' R.O.W.)

PEDESTRIAN SIGNAL
LIGHT

S22°24'07"E
25.00'

Point of Beginning

A found iron pin at the southeast
corner of Lot 1, Block 1, of KAS
Commercial Plat, as recorded in
vol. 34, pg. 12, P.R.W.C.T.

N22°35'53"E
26.50'

N67°35'53"E
36.26'

N22°24'07"W
6.00'

S67°35'53"W
25.00'

TRAFFIC SIGNAL
CONDUIT

CURVE DATA:

Delta: 00°59'17"
Radius: 1,740.00'
Arc Length: 30.00'
Tangent: 15.00'
Chord: 30.00'
Ch. Bearing: S68°05'51"W

RIVERBANK DR.
(120' R.O.W.)

Basis for Bearings

The bearings for this survey were
based on the KAS Commercial
Plat, as recorded in vol. 34, pg.
12, P.R.W.C.T.

SCALE : 1" = 30'

I, Rogelio Rivera, Registered Professional Land
Surveyor of the State of Texas do hereby certify that
the foregoing is true and correct and was prepared
from an actual survey on the ground and from
record information made under my supervision
this 3rd day of April 2017.

EXHIBIT

A

Rogelio Rivera P.E.
Rogelio Rivera R.P.L.S. No. 3052

CITY OF LAREDO
ENGINEERING DEPARTMENT

1110 HOUSTON ST LAREDO, TX. 78040

SURVEY

of
A 517.32 sq.ft. Tract of Land, For
a utility easement, being out of
Lot No.1, Block No. 1, KAS
Commercial Plat, as recorded in
vol. 34, pg. 12, P.R.W.C.T., in the
City of Laredo,
Webb County, Texas.

BY :	DATE :
DRAWN : C. Chapa	04-03-17
CHECKED : R. Ramirez	04-03-17



CITY OF LAREDO
ENGINEERING DEPARTMENT

METES AND BOUNDS DESCRIPTION
FOR A 517.32 SQ.FT. TRACT OF LAND FOR A UTILITY EASEMENT

A tract of land containing 517.32 sq.ft., out of Lot No. 1, Block No. 1, of KAS Commercial Plat, as recorded in volume 34, page 12, of the Webb County Plat Records, in the City of Laredo, Webb County, Texas; said 517.32 sq ft Tract is more particularly described by metes and bounds as follows:

COMMENCING at a found iron pin on the southeast corner of said Lot No. 1, Block No. 1, same point being the intersection of the west right-of-way line of FM 1472 (Mines RD.) with the north right-of-way line of Riverbank Dr., for the **POINT OF BEGINNING** of this tract herein described;

THENCE, S67°35'53"W, along the north right-of-way line of Riverbank Dr., a distance of 25.00 feet, to a found iron pin, on a tangency point of a curve to the right with the following data: Radius = 1,740.00 feet, Tangent = 15.00 feet, Delta = 00°59'17", Chord = 30.00 feet and Chord Bearing = S68°05'51"W;

THENCE, along said curve to the right and continuing along the north right-of-way line of Riverbank Dr., a distance of 30.00 feet, to a set iron pin, for an exterior corner and point of deflection to the right;

THENCE, N22°24'07"W, a distance of 6.00 feet, for an exterior corner and point of deflection to the right;


THENCE, N67°35'53"E, a distance of 36.26 feet, to a set iron pin, for an interior corner and point of deflection to the left;

THENCE, N22°35'53"E, a distance of 26.50 feet, to a set iron pin on the east right-of-way line of FM 1472 (Mines Rd.), for an exterior corner and point of deflection to the right;

THENCE, S22°24'07"E, along the east right-of-way line of FM 1472 (Mines Rd.), a distance of 25.00 feet, to the **POINT-OF-BEGINNING** of this Tract of Land, containing 517.32 sq.ft., in the 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 3rd. Day of April, 2017.

WITNESS MY HAND AND SEAL THIS 3rd. DAY OF APRIL, 2017.



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



STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED ON THE DATE AND AT THE TIME STAMPED
HEREON BY ME AND WAS DULY RECORDED IN THE
VOLUME AND PAGE OF THE OFFICIAL PUBLIC
RECORDS OF WEBB COUNTY TEXAS AS STAMPED
HEREON BY ME





COUNTY CLERK
WEBB COUNTY, TEXAS

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

PUBLIC ACCESS AND UTILITY EASEMENT

Date: April 12, 2017

Grantor: KAS Holdings LLC

Grantor's Address: 3500 Broadway Street
San Antonio, Texas 78209-6514

Grantee: City of Laredo, a municipal corporation

Grantee's Address: 1110 Houston St.
P.O. Box 579
Laredo, Webb County, Texas 78042-0579

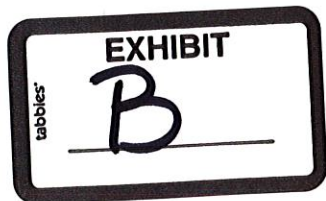
Easement Property: A tract of land containing 517.32 sq. ft., out of Block No. 1, of KAS Commercial Plat, as recorded in volume 34, page 12, of the Webb County Plat Records, in the City of Laredo, Webb County, Texas; said 517.32 sq. ft. and being more particularly depicted on **Exhibit "A"** attached hereto and made part hereof.

Easement Purpose: To give Grantee the right to construct, reconstruct, repair and perpetually maintain a traffic signal control cabinet box and the right of free, full and unimpeded access from the same tract of land for the limited purpose of accessing the Easement property herein granted.

Grantor, for and in consideration of the sum of Ten Dollars and No/100 cents (\$10.00), and other good and valuable consideration in hand paid by the Grantee herein named, the receipt of which is hereby fully acknowledged and confessed, has GRANTED, SOLD, CONVEYED and DEDICATED and by these presents does hereby GRANT, SELL, CONVEY and DEDICATE unto Grantee, a Utility and Access Easement.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, easements, mineral leases, conditions and restrictions, relating to the hereinabove described property and now reflected by the Official Property Records, of Webb County, Texas.

TO HAVE AND TO HOLD the same perpetually to Grantee, together with the right and privilege, at any and all times, to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, repairing and maintaining said utility easement, including all necessary laterals and appurtenant facilities.



Grantor hereby binds itself and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend the easement and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

Executed on this 12 day of April, 2017.

KAS Holdings LLC

By: Karim Khanmohamed

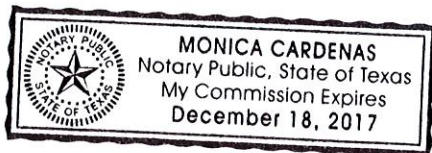
Title: President

Print Name: Karim Khanmohamed

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Bexar §

This instrument was acknowledged before me on the 12 day of April, 2017, by Karim Khanmohamed of KAS Holdings LLC on behalf of said corporation.



Monica Cardenas
Notary Public, State of Texas

Printed Name: Monica Cardenas

My Commission Expires: 12/8/17

AFTER RECORDING RETURN TO:
Mr. Arturo Garcia, Director
Department of Community Development
1301 Farragut
Laredo, Texas 78040

RESOLUTION 2017-R-58

Ratifying the execution of an easement document for the conveyance to the City of Laredo, of a tract of land containing 517.32 sq. ft. out of Block 1, of KAS Commercial Plat, as recorded in volume 34, page 12, of the Webb County Plat Records, in the City of Laredo, Webb County, Texas; said tract of land more or less described by boundary survey and metes and bounds description in the attached exhibit A. The easement is requested by Traffic Division for the purpose of maintaining a traffic control cabinet at the northeast corner of Riverbank Dr. and the southwest corner of Mines Rd.

WHEREAS, The City of Laredo, Traffic Division has requested a 517.32 sq. ft. public access and utility easement, from KAS Holding LLC, for a traffic signal control cabinet box, and

WHEREAS, the granting of this easement will facilitate the maintenance for the traffic signal control cabinet box, and

WHEREAS, it is determined to be in the best interest of the City of Laredo to accept the above-referenced easement, as described in the attached exhibit B.

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

- A. To ratify the execution of an easement document for the conveyance to the City of Laredo, of a tract of land containing 517.32 sq. ft. out of Block 1, of KAS Commercial Plat, as recorded in volume 34, page 12, of the Webb County Plat Records, in the City of Laredo, Webb County, Texas; said tract of land more or less described by boundary survey and metes and bounds description in the attached exhibit A. Said easement is for the purpose of maintaining a traffic control cabinet at the northeast corner of Riverbank Dr. and the southwest corner of Mines Rd.
- B. Said easement tract is needed for maintenance of a traffic signal control cabinet box.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS THE _____ DAY OF _____, 2017**

PETE SAENZ
MAYOR

ATTEST:

BY: _____
HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
KRISTINA LAUREL HALE
INTERIM CITY ATTORNEY

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Arturo Garcia, CD Director

SUBJECT

2017-R-59 Ratifying the execution of an easement document for the conveyance to the City of Laredo, of a tract of land containing 267.65 sq. ft. being out of Lot 4 Block 1560, Eastern Division, as recorded in Volume 7, Page 15, of the Plat records of Webb County, Texas; for a drainage easement, in the City of Laredo, Webb County, Texas being more particularly described by boundary survey and metes and bounds in the attached exhibit A. The easement is needed to cure an encroachment onto private property of a City drainage improvement located at the northwest corner of the 1000 block of Louisiana Ave.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo has requested a drainage easement from Ms. Sonia Gonzalez located off of Louisiana Ave.

Said 267.65 sq. ft. easement is needed for a concrete channel improvement that is encroaching onto her property.

Ms. Sonia Gonzalez has granted and conveyed said easement through the easement document attached, as exhibit B.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff Recommends passage of Resolution.

Fiscal Year: 2017

Budgeted Y/N?:

Source of Funds: N/A

Account #: N/A

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No Financial Impact.

Attachments

Survey M & B

Deed exhibit B

resolution

LEGEND

- FP FND. IRON PIN
- SP SET IRON PIN
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WEBB COUNTY, TEXAS.
- P.R.W.C.T. PLAT RECORDS WEBB COUNTY, TEXAS.

DRAINAGE EASEMENT
AREA:
267.65 SQ.FT.

Centerline of Railroad R.O.W.
TEX-MEX RAILROAD (200' R.O.W.)

S62°46'30"W
14.00'

S18°47'15"E
38.66'

NORTH
43.00'

Point of Beginning

A set iron pin 140.95' north of the southeast corner of Block 1560, E.D.

BLK. 1641 E.D.

Conc. Channel

Chain Link Fence

LOT 6

LOT 5

BLK. 1560 E.D.

References Monuments:

- IP on southeast corner of Lot 5, Block 1560, E.D.
- IP on northwest corner of part of Lot 4, Block 1560, E.D.

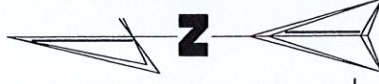
Basis for Bearings

The bearings for this survey were based on the survey made by Sanchez Engineering Co. on 01/28/16.

Commencing Point

A found iron pin on the southeast corner of Block 1560, E.D., as recorded in vol. 7, pg. 15, P.R.W.C.T.

LOUISIANA AVE.
(55.56' R.O.W.)



SCALE : 1" = 30'

ROSARIO ST.
(55.56' R.O.W.)

I, Rogelio Rivera, Registered Professional Land Surveyor of the State of Texas do hereby certify that the foregoing is true and correct and was prepared from an actual survey on the ground and from record information made under my supervision this 19th day of August 2016.

EXHIBIT

A

Rogelio Rivera P.E.
Texas R.P.L.S. No. 3052



CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST.
LAREDO, TX. 78040

Unit 2 08-19-16
Dr./Civil 3D 2015Projects/Survey2015/rosario exam1

SURVEY
of

A 267.65 sq.ft. Tract of Land, for a drainage easement, being out of part of Lot No. 4, Block No. 1560, Eastern Division, City of Laredo, Webb County, Texas.

BY :	DATE :
DRAWN : C. Chapa	08-19-16
CHECKED : R. Ramirez	08-19-16



CITY OF LAREDO
ENGINEERING DEPARTMENT

Drainage Easement

A 267.65 Sq.Ft. Tract, out of part of Lot 4, Block No. 1560 Eastern Division

A tract of land containing 267.65 Sq.Ft. , being out part of Lot No. 4, Block No. 1560, Eastern Division, as recorded in volume 7, page 15, of the Plat Records of Webb County, Texas; for a drainage easement, in the City of Laredo, Webb County, Texas; said 267.65 Sq.Ft. Tract is more particularly described by metes and bounds as follows:

COMMENCING at a found iron pin, on the southeast corner, of said Block No. 1560, being this point on the intersection of the west right-of-way line of Louisiana Avenue, with the north right-of-way line of Rosario Street;

THENCE, NORTH, along the east boundary line of said Block No. 1560, also the west right-of-way line of Louisiana Street, a distance of 140.95 feet, to an set iron pin, for the **POINT OF BEGINNING** of this tract herein described;

THENCE, NORTH, continuing along the east boundary line of said Block No. 1560, also the west right-of-way line of Louisiana Street, a distance of 43.00 feet, to an "X" mark on concrete, being this point on the south right-of-way line of the Tex-Mex Railroad, for an exterior corner and point of deflection to the left;

THENCE, S62°46'30"W, along said south right-of-way line of the Tex-Mex Railroad, a distance of 14.00 feet, to a set iron pin, for an exterior corner and point of deflection to the left;

THENCE, S18°47'15"E, a distance of 38.66 feet, to the **POINT-OF-BEGINNING** of this tract of land, containing 267.65 Sq.Ft., out of Block No. 1560, Eastern Division, in the 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 and actual survey on the ground and from record information available and made under my supervision on this 19th., Day of August, 2016.

WITNESS MY HAND AND SEAL THIS 19th. DAY OF AUGUST, 2016.





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



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

DRAINAGE EASEMENT

STATE OF TEXAS §

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WEBB §

That **SONIA GONZALEZ** ("Grantor"), whose address is 1522 Leander, San Antonio, Texas 78251, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration hand paid by the **CITY OF LAREDO, TEXAS**, ("Grantee"), a Texas home rule municipality whose mailing address is 1110 Houston St., P.O. Box 579, Laredo, Webb County, Texas 78042, the receipt and sufficiency of which consideration is hereby acknowledged, has DEDICATED, GRANTED, SOLD AND CONVEYED, and by these presents does DEDICATE, GRANT, SELL AND CONVEY unto Grantee a perpetual permanent easement and right of way for drainage and flood control purposes, together with the right to construct, reconstruct, maintain and operate a drainage course, in, upon, along, across and beneath the following described property (the "Easement Property"):

A Tract of Land containing 267.65 Sq. Ft., being out part of Lot 4 Block 1560, Eastern Division, as recorded in Volume 7, Page 15, of the Plat records of Webb County, Texas; for a drainage easement, in the City of Laredo, Webb County, Texas being more particularly described by metes and bounds on Exhibit A attached hereto, and shown on the survey attached hereto as Exhibit B.

Improvements approved by the Grantee may be placed on the Easement Property which are compatible with the use of the easement.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary to and for the limited purpose of accessing, constructing and maintaining the Easement Property herein granted

This conveyance, however, is made and accepted subject to any and all validity existing encumbrances, easements, mineral leases, conditions, and restrictions, relating to the herein above described property as now reflected by the Official Property Records of Webb County, Texas.

TO HAVE AND TO HOLD the above described property for said drainage easement, utility and other valid public purpose unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and



singular, the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

SIGNED and effective this 19th day of June May, 2017.

Sonia Gonzalez

By: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Webb

§
§
§

This instrument was acknowledged before me on the 19 day of June May, 2017, by **SONIA GONZALEZ**.



Jessica C. Nelson
Notary Public, State of Texas

My Commission Expires: 2020

AFTER RECORDING RETURN TO:

Mr. Arturo Garcia
Community Development
Department of Community Development
1301 Farragut
Laredo, Texas 78040

RESOLUTION 2017-R-59

Ratifying the execution of an easement document for the conveyance to the City of Laredo, of a tract of land containing 267.65 sq. ft. being out of Lot 4 Block 1560, Eastern Division, as recorded in Volume 7, Page 15, of the Plat records of Webb County, Texas; for a drainage easement, in the City of Laredo, Webb County, Texas being more particularly described by boundary survey and metes and bounds in the attached exhibit A. The easement is needed to cure an encroachment onto private property of a City drainage improvement located at the northwest corner of the 1000 block of Louisiana Ave.

WHEREAS, The City of Laredo, has requested that Ms. Sonia Gonzalez grant them a 267.65 sq. ft. drainage easement for a concrete channel improvement that is encroaching onto her property, and

WHEREAS, owner, has agreed to convey a 267.65 sq. ft. drainage easement for the concrete channel improvement, and

WHEREAS, it is determined to be in the best interest of the City of Laredo to accept the above-referenced easement, as described in the attached exhibit B.

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

- A. To ratify the execution of an easement document for the conveyance to the City of Laredo, of a tract of land containing 267.65 sq. ft. being out of Lot 4 Block 1560, Eastern Division, as recorded in Volume 7, Page 15, of the Plat records of Webb County, Texas; for a drainage easement, in the City of Laredo, Webb County, Texas being more particularly described by boundary survey and metes and bounds in the attached exhibit A. The easement is needed to cure an easement onto private property of a City drainage improvement, located at the northwest corner of the 1000 block of Louisiana Ave.
- B. Said drainage easement is needed for a concrete channel improvement that is encroaching onto property.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS THE _____ DAY OF _____, 2017**

PETE SAENZ
MAYOR

ATTEST:

BY: _____
HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
KRISTINA LAUREL HALE
INTERIM CITY ATTORNEY

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Claudio Trenivo Jr.

SUBJECT

2017-R-60 Amending Resolution #2017-R-15 by adding one (1) additional Memorandum of Understanding (Federal Bureau of Investigations (FBI) - Joint Terrorism Task Force (JTTF)) to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, et al., a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

City Council approved Resolution # 2017-R-15 on February 6, 2017.

BACKGROUND

Since FY 2009 City Council approved the City of Laredo Police Department to work in conjunction with the agencies listed on Exhibit A. These agreements allow the Police Department to participate with other law enforcement agencies and refer civilians to social service organizations for any assistance.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year: 2017

Budgeted Y/N?: N/A

Source of Funds: N/A

Account #: N/A

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

No Financial Impact.

Attachments

Resolution #2017-R-60

2017 MOUs List

COUNCIL COMMUNICATION

DATE: 6/5/2017	SUBJECT: RESOLUTION #2017-R-60 Amending resolution #2017-R-15 by adding one (1) additional memorandum of understanding (<i>Federal Bureau of Investigations (FBI) - Joint Terrorism Task Force (JTTF)</i>) to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, <i>et al.</i> , a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo.	
INITIATED BY: Cynthia Collazo Deputy City Manger		STAFF SOURCE: Claudio Treviño Jr Chief of Police
PREVIOUS COUNCIL ACTION: City Council approved Resolution # 2017-R-15 on February 6, 2017.		
BACKGROUND: Since FY 2009 City Council approved the City of Laredo Police Department to work in conjunction with the agencies listed on Exhibit A. These agreements allow the Police Department to participate with other law enforcement agencies and refer civilians to social service organizations for any assistance.		
FINANCIAL IMPACT: N/A		
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: Recommends the approval of this Resolution.

RESOLUTION #2017-R-60

Amending resolution #2017-R-15 by adding one (1) additional memorandum of understanding (*Federal Bureau of Investigations (FBI) - Joint Terrorism Task Force (JTTF)*) to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, *et al.*, a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo.

Whereas, the City of Laredo Police Department agrees to work in conjunction with these agencies; and

Whereas, the City of Laredo Police Department will assist law enforcement agencies on an as needed basis; and

Whereas, the City of Laredo Police Department will refer civilians that they come in contact with to those listed social service organizations that could assist them; and

Whereas, Exhibit A will be applicable starting on January 1, 2017 and ending on December 31, 2017.

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

SECTION 1: Amending resolution #2017-R-15 by adding one (1) additional memorandum of understanding (*Federal Bureau of Investigations (FBI) - Joint Terrorism Task Force (JTTF)*) to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, *et al.*, a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____
DAY OF _____, 2017.

PETE SAENZ
MAYOR

ATTEST:

HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
KRISTINA LAUREL HALE
INTERIM CITY ATTORNEY

LAREDO POLICE DEPARTMENT

2017 Agreements

Amended 6-5-17

Agency	Category
1 Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)	LEA
2 Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) - eTrace	LEA
3 Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) - Radio Agreement	Communications
4 Children's Advocacy Center	Social Services
5 CoreCivic (formerly Correction Corporation of America (CCA)) - Sexual Abuse Investigations	LEA
6 CoreCivic (formerly Correction Corporation of America (CCA)) Detention Center	LEA
7 CoreCivic (formerly Correction Corporation of America (CCA)) Detention Center - Radio Agreement	Communications
8 CoreCivic (formerly Correction Corporation of America (CCA)) Processing Center	LEA
9 Drug Enforcement Administration (DEA)	LEA
10 Drug Enforcement Administration (DEA) - License Plate Reader Information	LEA
11 Federal Bureau of Investigations (FBI)	LEA
12 Federal Bureau of Investigations (FBI) - Joint Terrorism Task Force (JTTF)	LEA
13 Federal Bureau of Investigations (FBI) - Safe Streets Task Force	LEA
14 Federal Bureau of Investigations (FBI) - Task Force Officers Deputation	LEA
15 Harris County District Attorney	LEA
16 Juvenile Enforcement Task Force	LEA
17 Laredo Community College - Police Academy	LEA
18 Laredo Community College Police Dept.	LEA
19 Laredo Crime Stoppers, Inc.	Social Services
20 Laredo Housing Authority	Social Services
21 Laredo Independent School District Police Dept.	LEA
22 Laredo Independent School District Police Dept. - Radio Agreement	Communications
23 Laredo Independent School District Police Dept. - TLETS, TCIC, NCIC	LEA
24 Laredo Int'l Airport Air Traffic Control	Communications
25 Laredo Job Corps	Social Services
26 Laredo Police Department HIDTA Task Force - Homeland Security Investigations	LEA
27 Laredo-Webb County Safe Haven	LEA
28 Law Enforcement Analysis Portal (LEAP)	LEA
29 Learning For Life (LPD Explorers)	Social Services
30 Motorola, Inc. (equip. trial agreement)	LEA
31 Office of the Inspector General, TDCJ	LEA
32 Property Room.com	LEA
33 Regional Organized Crime Information Center (ROCIC)	LEA
34 Sam Houston State University - subaward agreement (USMS)	LEA
35 SCAN (End Violence Against and Abuse of Women Later in Life Program)	Social Services
36 SCAN (HIV Early Intervention Program)	Social Services
37 SCAN (Sexual Assault Response Team)	Social Services
38 SCAN (Sexual Assault Services Information)	Social Services
39 SCAN (Shelter and Street Outreach Services)	Social Services
40 SCAN (Substance Abuse and Mental Health Services Administration, National Child Traumatic Stress Initiative)	Social Services
41 SCAN (Transforming Texas Program)	Social Services
42 SCAN (Transitional Living Program)	Social Services
43 SCAN (Violence Against Women)	Social Services
44 SCAN (Webb County Coalition)	Social Services
45 SCAN (Youth Runaway and Homeless)	Social Services
46 South Texas Border Intelligence Center (STXBIC)	LEA
47 Texas A&M Int'l University - Radio Agreement	Communications
48 Texas A&M Int'l University Police Dept.	LEA
49 Texas Alcoholic Beverage Commission (TABC) - Office Space	LEA
50 Texas Alcoholic Beverage Commission (TABC) - Radio Agreement	Communications
51 Texas Crime Information Center (TCIC) - Lic. Plate Reader	LEA
52 Texas Department of Public Safety - Driver License Image Retrieval System	LEA
53 Texas Department of Public Safety - Motor Carrier Safety Assistance Program	LEA
54 Texas Department of Public Safety - TDEX	LEA
55 Texas Department of Public Safety - Victim Services	LEA
56 Texas Department of Public Safety and FBI Criminal Justice Information Systems	LEA
57 Texas DPS Aircraft - Radio Agreement	Communications
58 Texas DPS CCD Archive Website	LEA
59 Texas DPS Fusion Center	LEA
60 Texas DPS Gang Intelligence Index (TXGANG)	LEA
61 Texas Military Forces	LEA
62 Texas Parks & Wildlife (Lake Casa Blanca)	LEA
63 U.S. Customs and Border Protection (USBP) - Radio Agreement	Communications
64 U.S. Customs and Border Protection Office of Air and Marine - Radio Agreement	Communications
65 U.S. Customs and Border Protection/U.S. Border Patrol	LEA
66 U.S. Immigration & Customs Enforcement (ICE)	LEA
67 U.S. Immigration & Customs Enforcement (ICE) - LPD Cross Designation	LEA
68 U.S. Immigration & Customs Enforcement (ICE) Homeland Security Investigations (HSI)	LEA
69 U.S. Immigration & Customs Enforcement (ICE) Homeland Security Investigations (HSI)-Heroin Initiative	LEA
70 U.S. Immigration & Customs Enforcement (ICE) Port Isabel Detention Center	LEA
71 U.S. Marshals (USMS) - Fugitive Apprehension Task Force	LEA
72 Union Pacific Railroad Company Police - Radio Agreement	Communications
73 United Independent School District (Radio Agreement)	Communications
74 United Independent School District Police Dept.	LEA
75 University of Texas Health Science Center at San Antonio Police Dept.	LEA
76 University of Texas-Pan American Affiliation Agreement	Social Services
77 University of Texas-Pan American Program Agreement	Social Services
78 Veterans Affairs	Social Services
79 Webb County District Attorney's Office - SART	LEA
80 Webb County District Attorney's Office - Traffic Safety Program	LEA
81 Webb County Sheriff Department - Justice Assistance Grant Working Agreement	LEA
82 Webb County Sheriff Department - Operation Stonegarden Working Agreement	LEA
83 Webb County Sheriff Department - Radio Agreement	Communications
84 Webb County Sheriff Department - TLETS	LEA
85 Webb County Sheriff's Office - Crime Victims Unit and Domestic Violence Division	LEA
86 Workforce Solutions for South Texas	Social Services
87 Zapata County Sheriff Department - TLETS	LEA

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Claudio Treviño Jr. Chief of Police

SUBJECT

2017-R-62 Authorizing the City Manager to accept a partial grant in the amount of \$464,586.00 to fund the Laredo Police Department (LPD) High Intensity Drug Trafficking Area Task Force and the Rio Grande Valley Financial HIDTA Task Force. This grant is funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and HIDTA at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2017 through December 31, 2017 for the Laredo Police Department HIDTA Task Force. Funding for the Rio Grande Valley Financial Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2017 through December 31, 2017.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Approved Resolution #2016 -R-125 on November 7th, 2016.

BACKGROUND

The City of Laredo has been the Grantee agency for the past twenty four years of the Laredo Police Department HIDTA Task Force and The Rio Grande Valley Financial Task Force. The Task Force works together with other Local, State and Federal Agencies, with its main focus being the identification and disruption/dismantling of Major Drug Trafficking Organizations. Funds under the original grant pay for personnel salaries, overtime, fringe benefits, travel and operating expenses. The grant is 100% federally funded by the Office of the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA). This is an award of a partial grant of \$464,586 with a preapproved total amount of \$810,795.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Staff recommends that this Resolution be passed.

Fiscal Impact

Fiscal Year: 2016-2017

Budgeted Y/N?: Yes

Source of Funds: HIDTA

Account #: 223

Change Order: Exceeds 25% Y/N: No

FINANCIAL IMPACT:

Appropriation for this grant is included in FY 2016-2017 Financial Task Force Fund Budget.

Attachments

HIDTA grant Resolution R-62

Award letter

County Contracts

County Contracts

RESOLUTION# 2017-R-62

Authorizing the City Manager to accept a partial grant in the amount of \$464,586 to fund the Laredo Police Department HIDTA Task Force and the Rio Grande Valley Financial HIDTA Task Force. This grant is funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2017 through December 31, 2017 for LPD HIDTA Task Force.

Funding for the Rio Grande Valley Financial Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2017 through December 31, 2017.

Whereas, the City Council previously adopted the budget for fiscal year 2016-2017; and

Whereas, funds are 100% federally funded by the Office of the National Drug Control Policy through the High Intensity Drug Trafficking Area; and

Whereas, the Chief of Police recommends that this award be accepted; and

Whereas, funds will be used to pay personnel salaries for 7 investigators (3 LPD investigators, 2 Webb Co, Sheriff's Office Investigators and 2 Zapata County Investigators) 1 full time administrative assistant, operational expenses, travel and related expenses.

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

Section 1: Authorizing the City Manager to accept a partial grant in the amount of \$464,586 to fund the Laredo Police Department HIDTA Task Force and the Rio Grande Valley Financial HIDTA Task Force. This grant is funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2017 through December 31, 2017 for the LPD HIDTA Task Force.

Funding for the Rio Grande Valley Financial Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2017 through December 31, 2017.

Section 2: The City of Laredo full time equivalents will reflect three (3) investigators, one (1) Administrative Assistant II.

Section 3: The City Manager will be authorized to transfer the following full-time equivalents (FTEs) to the General Fund in the event this grant is no longer funded: three (3) investigators, and one (1) Administrative Assistant II.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2017.

Pete Saenz
MAYOR

ATTEST:

Heberto "Beto" L. Ramirez
ACTING CITY SECRETARY

APPROVED AS TO FORM:

John G. Jenkins
ASSISTANT CITY ATTORNEY



February 6, 2017

Mr. Carlos Villarreal
Laredo Police Department - City of Laredo
1110 Houston Street
Laredo, TX 78042

Dear Carlos Villarreal:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G17SS0001A) has been awarded in the amount of \$464,586. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the SWB - South Texas HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The original Grant Agreement, including certain Special Conditions, is enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the enclosed Grant Conditions, including the timely submission of all financial and programmatic reports, the resolution of audit findings, and the maintenance of a minimum level of cash-on-hand. Should your organization not adhere to these terms and conditions, ONDCP may terminate the grant for cause or take other administrative action.

If you accept this award, please sign both the Grant Agreement and the Grant Conditions and return a copy to:

Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600
Or via email to your respective NHAC accountant.

Please keep the original copy of the Grant Agreement and Grant Conditions for your file. If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395-6794.

Sincerely,

A handwritten signature in cursive script that reads "Michael K. Gottlieb".

Michael K. Gottlieb
Associate Director

Executive Office of the President Office of National Drug Control Policy		Grant Agreement	
1. Recipient Name and Address Carlos Villarreal Laredo Police Department - City of Laredo 1110 Houston Street Laredo, TX 78042		4. Award Number (FAIN): G17SS0001A	
		5. Period of Performance: From 01/01/2017 to 12/31/2018	
2. Total Amount of the Federal Funds Obligated: \$464,586	6. Federal Award Date: February 6, 2017	7. Action: Initial	
2A. Budget Approved by the Federal Awarding Agency \$464,586	8. Supplement Number		
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>	9. Previous Award Amount:		
3A. Project Description <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>	10. Amount of Federal Funds Obligated by this Action: \$464,586		
	11. Total Amount of Federal Award: \$464,586		
12. Consistent with P.L. 114-254, the Continuing Appropriations Resolution, 2017, this document provides a total budget and spending ceiling as reflected in Block 10 of the Grant Award document, which represents funding at a rate of 57.3% of the fiscal year 2016 funding level. Accordingly, the sum of all budgets cannot exceed the award amount reflected in Block 10 of the Grant Award document. The Office of National Drug Control Policy acknowledges that the aforementioned funding level is below the stated budget requirements; however, additional funding cannot be made available until enacted through public law.			
13. Statutory Authority for Grant: <i>Public Law 114-254</i>			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Michael K. Gottlieb Associate Director Office of National Drug Control Policy		15. Typed Name and Title of Authorized Official City Manager Carlos Villarreal Laredo Police Department - City of Laredo	
16. Signature of Approving ONDCP Official <i>Michael K. Gottlieb</i>		17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 069463594 EIN: 1746001573A4		19. HIDTA AWARD <i>OND1070DB1718XX OND6111</i> <i>OND2000000000 OC 410001</i>	

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the “Part 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this 2016 award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

For more information on the Part 200 Uniform Requirements, see <https://cfo.gov/cofar/>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:
 - 28 CFR Part 69 – “New Restrictions on Lobbying”
 - Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 7 of these terms and conditions
 - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, “Audit Requirements” must be submitted no later than nine months after the close of the grantee’s audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/>.
4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.
5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent (s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

These general terms and conditions, as well as archives of previous versions of the general terms and conditions, are available online at www.whitehouse.gov/ondcp/grants.

7. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from subrecipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

- i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
- ii. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Native American tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

8. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) Be registered in SAM before submitting its application; (ii) provide a valid DUNS number in its application; (iii) continue to maintain an active System for Award Management registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.
9. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 CFR 200.331.

10. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180, dealing with all sub-awards and contracts issued under the grant.
11. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:
 - a) Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
 - c) Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
 - d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - e) Take reasonable measures to safeguard protected PII and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain and report current information to the SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent 5 year period; and
- c. Is one of the following:

- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition (below);
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5 year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance (PPBG).
2. This award is subject to the requirements in ONDCP's HIDTA PPBG.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.
6. Property acquired with these HIDTA grant funds is to be used for activities of the SWB - South Texas HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

D. Federal Award Performance Goals

1. All entities that receive funds from this award are responsible for achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and ONDCP.
2. All entities that receive funds from this award must report progress in achieving performance goals at least quarterly using the PMP.

See also Section A. 4 regarding Federal Financial Reports.

E. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS/DPM system (www.dpm.psc.gov).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.

3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

Remittance Instructions - Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

Through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

(i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns*:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer
Division New York, NY

(* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

For recipients that do not have electronic remittance capability, please make check** payable to: “The Department of Health and Human Services.”

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

(** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

Any additional information/instructions may be found on the PMS Web site at <http://www.dpm.psc.gov/>.

4. The grantee or subgrantee may keep interest amounts up to \$500 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Date: _____

Carlos Villarreal

Laredo Police Department - City of Laredo

Initiative Cash by HIDTA

FY 2017

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - South Texas	Laredo Police Department - City of Laredo	Laredo DEA HIDTA Task Force	112,982.00	Investigation	G17SS0001A
		Laredo Police Department HIDTA Task Force	650,213.00	Investigation	G17SS0001A
		Rio Grande Valley Financial HIDTA Task Force	47,600.00	Investigation	G17SS0001A
	Agency Total : Laredo Police Department - City of Laredo		810,795.00		
Total			810,795.00		

Budget Detail

2017 - SWB - South Texas

Initiative - Laredo DEA HIDTA Task Force

Award Recipient - Laredo Police Department - City of Laredo (G17SS0001A)

Resource Recipient - Laredo Police Department

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)

\$810,795.00

Personnel	Quantity	Amount
Investigative - Law Enforcement Officer	1	\$83,824.00
Total Personnel		\$83,824.00
Fringe	Quantity	Amount
Investigative - Law Enforcement Officer	1	\$25,147.00
Total Fringe		\$25,147.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	1	\$4,011.00
Total Overtime		\$4,011.00
Total Budget		\$112,982.00

Budget Detail

2017 - SWB - South Texas

Initiative - Laredo Police Department HIDTA Task Force

Award Recipient - Laredo Police Department - City of Laredo (G17SS0001A)

Resource Recipient - Laredo Police Department

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)

\$810,795.00

Personnel	Quantity	Amount
Financial Staff	1	\$56,597.00
Investigative - Law Enforcement Officer	6	\$367,328.00
Total Personnel		\$423,925.00
Fringe	Quantity	Amount
Financial staff	1	\$16,979.00
Investigative - Law Enforcement Officer	6	\$110,198.00
Total Fringe		\$127,177.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	6	\$21,496.00
Total Overtime		\$21,496.00
Travel	Quantity	Amount
Administrative	3	\$2,000.00
Investigative/Operational	6	\$5,000.00
Training	7	\$10,000.00
Total Travel		\$17,000.00
Services	Quantity	Amount
Communications - mobile phones & pagers		\$12,334.00
Communications - office phones		\$5,160.00
Investigative services		\$1,995.00
Service contracts		\$5,726.00
Software - maintenance		\$4,400.00
Total Services		\$29,615.00
Supplies	Quantity	Amount
Investigative/Operational		\$20,000.00
Office		\$4,000.00
Software - licenses		\$2,000.00
Total Supplies		\$26,000.00

Budget Detail

2017 - SWB - South Texas

Initiative - Laredo Police Department HIDTA Task Force

Award Recipient - Laredo Police Department - City of Laredo (G17SS0001A)

Resource Recipient - Laredo Police Department

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		\$810,795.00
Other	Quantity	Amount
PE/PI/PS		\$5,000.00
Total Other		\$5,000.00
Total Budget		\$650,213.00

Budget Detail

2017 - SWB - South Texas

Initiative - Rio Grande Valley Financial HIDTA Task Force

Award Recipient - Laredo Police Department - City of Laredo (G17SS0001A)

Resource Recipient - Laredo Police Department

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		\$810,795.00
Fringe	Quantity	Amount
Investigative - Law Enforcement Officer	2	\$6,000.00
Total Fringe		\$6,000.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	2	\$20,900.00
Total Overtime		\$20,900.00
Travel	Quantity	Amount
Investigative/Operational	2	\$3,000.00
Training	2	\$5,000.00
Total Travel		\$8,000.00
Services	Quantity	Amount
Communications - mobile phones & pagers		\$900.00
Service contracts		\$2,000.00
Total Services		\$2,900.00
Supplies	Quantity	Amount
Investigative/Operational		\$7,000.00
Office - machines		\$800.00
Total Supplies		\$7,800.00
Other	Quantity	Amount
PE/PI/PS		\$2,000.00
Total Other		\$2,000.00
Total Budget		\$47,600.00

THE STATE OF TEXAS §
 § **Contract No.**
COUNTY OF Webb County §

CONTRACT FOR HIDTA SERVICES

THIS AGREEMENT made and entered on this 1st day of January 2017, by and between The Laredo Police Department hereinafter LPD and Webb County Sheriff's office, hereinafter Webb Co. SO.

WHEREAS, the EXECUTIVE COMMITTEE for the SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREA SOUTH TEXAS REGION hereinafter known as "HIDTA" has selected Webb Co. SO to serve as HIDTA Task Force participant;

WHEREAS, Webb Co. SO, has expertise in the area of drug interdiction, intelligence collection/dissemination, special investigations, asset forfeitures and law enforcement and;

WHEREAS, LPD and Webb Co. SO are authorized to enter into this Agreement that meets the approval of the HIDTA EXECUTIVE COMMITTEE; and

NOW THEREFORE, in consideration of the county benefit herein contained, it is agreed as follows:

1. HIRING OF CONTRACTOR:

LPD hereby hires Webb Co. SO to provide professional services under the terms and conditions stated, and Webb Co. SO hereby agrees and accepts to perform such services.

2. DUTIES AND RESPONSIBILITIES:

Webb Co. SO shall be responsible for the successful implementation of the HIDTA EXECUTIVE COMMITTEE's Strategy and Policies. The principal responsibilities of Webb Co. SO shall be to:

- a. to accomplish the objectives of the Laredo Police Department HIDTA Task Force, the Webb Co. SO agrees to detail 2 experienced officer(s) to the Laredo Police Department HIDTA Task Force for a period of one year. During this period of assignment, the 2 officer(s) will be under the supervision of the Task Force.
- b. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;

- c. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
- d. conduct drug trafficking and money laundering investigations utilizing traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
- e. The 2 officer(s) assigned to the Task Force shall adhere to Federal, state and local agency policies and procedures as required. Failure to adhere to policies and procedures shall be grounds for dismissal from the Task Force.
- f. The Webb Co. SO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles, Federal and local policies to facilitate on-site inspection and auditing of such records and accounts. The Webb Co. SO shall maintain all such reports and records until all litigation, claims, audits, and examinations are completed and resolved or for a period of three (3) years after termination of this agreement, whichever is later.
- g. The Webb Co SO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

3. **CONFIDENTIALITY OF DATA:**

All financial, statistical, personal, technical, and law enforcement sensitive data and information related to the work performed by Webb Co. SO, or which becomes available to Webb Co. SO in carrying out this Agreement, shall be protected for and on behalf of the HIDTA by Webb Co. SO from unauthorized use or unauthorized disclosure.

4. **LIABILITY:**

Webb Co. SO agrees and understands that Contractor shall not be provided legal representation for any claims or causes of action arising from Contractor's performance hereunder.

5. **PROFESSIONAL LIABILITY:**

In connection with the provision of Webb Co. Sheriff's Office duties, Webb Co SO shall indemnify, defend, and hold LPD and its employees harmless for any and all claims, lawsuits, legal expenses, and any other costs related to the performance or non-performance of this Agreement.

6. **NON-APPROPRIATION OF FUNDS:**

It is specifically understood and agreed, that in the event no funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this contract on behalf of LPD, then LPD shall notify Webb Co. SO and this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expenses to the LPD.

7. **NON-APPROPRIATION OF FUNDS:**

It is specifically understood and agreed, that in the event no funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this contract on behalf of LPD, then LPD shall notify Webb Co. SO and this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expenses to the LPD.

8. **INDEPENDENT CONTRACTOR:**

In performing the services herein specified, Webb Co SO is acting as an independent contractor, and Webb Co. SO shall not be considered an employee of LPD. In no event shall this be construed as establishing a partnership or joint venture or similar relationships between the parties hereto, and nothing contained herein shall be construed as creating the relationship of employer and employee between LPD and Webb Co SO. Webb Co. SO staff shall not be eligible for any employee benefit plan offered by LPD.

9. **DURATION AND TERMINATION:**

Webb Co. SO shall enter into service for the period beginning, January 1st 2017 through , December 31st 2017 Webb Co. SO, LPD, and/or the HIDTA EXECUTIVE COMMITTEE may terminate this Agreement without cause by giving thirty (30) days

written notice to the other party. All personnel actions require a majority vote by the EXECUTIVE COMMITTEE. Once notice of termination is given by Webb Co. SO, LPD, and/or the HIDTA EXECUTIVE COMMITTEE, the Webb Co. SO must immediately return all materials that belong to the initiative and may not return to the premises for any reason without written authorization by the HIDTA EXECUTIVE COMMITTEE.

10. LAWS GOVERNING CONTRACT:

For purpose of determining the place of Agreement and the laws governing same, this Agreement is entered into in the County of Webb, Texas, and shall be governed by the laws of Texas with venue in Webb County.

11. ENTIRE AGREEMENT:

This Agreement constitutes and expresses the entire Agreement between the parties and shall not be amended or modified except by written instrument signed by both parties.

12. ASSIGNMENT OF SUBLETTING:

This Agreement shall not be assigned or sublet in whole or in part.

13. COMPLIANCE WITH ALL LAWS:

Both parties will act, at all times, in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal Laws, including the HIDTA Program Policy and Budget Guidance (dated September 21, 2012) and the Southwest Border HIDTA South Texas Region Executive Committee Charter.

14. NOTICES:

Any notice or writing required or permitted to be given under the terms of this Agreement shall be regarded as delivered when a copy of same has been delivered to the party entitled to receive it by Certified Mail, Return Receipt Requested, or by personal deliver at the address below or such address as a party may designate by written notice to the other party.

TO CONTRACTOR

Webb County Sheriff's Office
902 Victoria Street
Laredo, Texas
78040

TO LPD

Laredo Police Department
4712 Maher Street
Laredo Texas
78041

SIGNED and executed on this _____ day of _____, 2017.

Funding Agency Representative
Title

Task Force Participating Agency Rep\
Title

Pete Saenz
Mayor

ATTEST:

Heberto Ramirez
Acting City Secretary

APPROVED AS TO FORM:

Raul Casso
City Attorney

Approved as to Form:

ATTESTED BY:

HIDTA Director

Funding Agency Attestor
Title

THE STATE OF TEXAS §
 § **Contract No.**
COUNTY OF Webb County §

CONTRACT FOR HIDTA SERVICES

THIS AGREEMENT made and entered on this 1st day of January 2017, by and between The Laredo Police Department hereinafter LPD and Zapata County Sheriff's office, hereinafter Zapata Co. SO.

WHEREAS, the EXECUTIVE COMMITTEE for the SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREA SOUTH TEXAS REGION hereinafter known as "HIDTA" has selected Zapata Co. SO to serve as HIDTA Task Force participant;

WHEREAS, Zapata Co. SO, has expertise in the area of drug interdiction, intelligence collection/dissemination, special investigations, asset forfeitures and law enforcement and;

WHEREAS, LPD and Zapata Co. SO are authorized to enter into this Agreement that meets the approval of the HIDTA EXECUTIVE COMMITTEE; and

NOW THEREFORE, in consideration of the county benefit herein contained, it is agreed as follows:

1. HIRING OF CONTRACTOR:

LPD hereby hires Zapata Co. SO to provide professional services under the terms and conditions stated, and Zapata Co. SO hereby agrees and accepts to perform such services.

2. DUTIES AND RESPONSIBILITIES:

Zapata Co. SO shall be responsible for the successful implementation of the HIDTA EXECUTIVE COMMITTEE's Strategy and Policies. The principal responsibilities of Webb Co. SO shall be to:

- a. to accomplish the objectives of the Laredo Police Department HIDTA Task Force, the Zapata Co. SO agrees to detail 2 experienced officer(s) to the Laredo Police Department HIDTA Task Force for a period of one year. During this period of assignment, the 2 officer(s) will be under the supervision of the Task Force.
- b. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;

- c. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
- d. conduct drug trafficking and money laundering investigations utilizing traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
- e. The 2 officer(s) assigned to the Task Force shall adhere to Federal, state and local agency policies and procedures as required. Failure to adhere to policies and procedures shall be grounds for dismissal from the Task Force.
- f. The Zapata Co. SO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles, Federal and local policies to facilitate on-site inspection and auditing of such records and accounts. The Zapata Co. SO shall maintain all such reports and records until all litigation, claims, audits, and examinations are completed and resolved or for a period of three (3) years after termination of this agreement, whichever is later.
- g. The Zapata Co SO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

3. CONFIDENTIALITY OF DATA:

All financial, statistical, personal, technical, and law enforcement sensitive data and information related to the work performed by Zapata Co. SO, or which becomes available to Zapata Co. SO in carrying out this Agreement, shall be protected for and on behalf of the HIDTA by Zapata Co. SO from unauthorized use or unauthorized disclosure.

4. LIABILITY:

Zapata Co. SO agrees and understands that Contractor shall not be provided legal representation for any claims or causes of action arising from Contractor's performance hereunder.

5. PROFESSIONAL LIABILITY:

In connection with the provision of Zapata Co. Sheriff's Office duties, Zapata Co SO shall indemnify, defend, and hold LPD and its employees harmless for any and all claims, lawsuits, legal expenses, and any other costs related to the performance or non-performance of this Agreement.

6. NON-APPROPRIATION OF FUNDS:

It is specifically understood and agreed, that in the event no funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this contract on behalf of LPD, then LPD shall notify Zapata Co. SO and this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expenses to the LPD.

7. NON-APPROPRIATION OF FUNDS:

It is specifically understood and agreed, that in the event no funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this contract on behalf of LPD, then LPD shall notify Zapata Co. SO and this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expenses to the LPD.

8. INDEPENDENT CONTRACTOR:

In performing the services herein specified, Zapata Co SO is acting as an independent contractor, and Zapata Co. SO shall not be considered an employee of LPD. In no event shall this be construed as establishing a partnership or joint venture or similar relationships between the parties hereto, and nothing contained herein shall be construed as creating the relationship of employer and employee between LPD and Zapata Co SO. Zapata Co. SO staff shall not be eligible for any employee benefit plan offered by LPD.

9. DURATION AND TERMINATION:

Zapata Co. SO shall enter into service for the period beginning, January 1st 2017 through, December 31st 2017 Zapata Co. SO, LPD, and/or the HIDTA EXECUTIVE COMMITTEE may terminate this Agreement without cause by giving thirty (30) days

written notice to the other party. All personnel actions require a majority vote by the EXECUTIVE COMMITTEE. Once notice of termination is given by Zapata Co. SO, LPD, and/or the HIDTA EXECUTIVE COMMITTEE, the Zapata Co. SO must immediately return all materials that belong to the initiative and may not return to the premises for any reason without written authorization by the HIDTA EXECUTIVE COMMITTEE.

10. LAWS GOVERNING CONTRACT:

For purpose of determining the place of Agreement and the laws governing same, this Agreement is entered into in the County of Zapata, Texas, and shall be governed by the laws of Texas with venue in Zapata County.

11. ENTIRE AGREEMENT:

This Agreement constitutes and expresses the entire Agreement between the parties and shall not be amended or modified except by written instrument signed by both parties.

12. ASSIGNMENT OF SUBLETTING:

This Agreement shall not be assigned or sublet in whole or in part.

13. COMPLIANCE WITH ALL LAWS:

Both parties will act, at all times, in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal Laws, including the HIDTA Program Policy and Budget Guidance (dated September 21, 2012) and the Southwest Border HIDTA South Texas Region Executive Committee Charter.

14. NOTICES:

Any notice or writing required or permitted to be given under the terms of this Agreement shall be regarded as delivered when a copy of same has been delivered to the party entitled to receive it by Certified Mail, Return Receipt Requested, or by personal deliver at the address below or such address as a party may designate by written notice to the other party.

TO CONTRACTOR

Zapata County Sheriff's Office
600 Hidalgo Blvd
Zapata, Texas
78076

TO LPD

Laredo Police Department
4712 Maher Street
Laredo Texas
78041

SIGNED and executed on this _____ day of _____, 2017.

Funding Agency Representative
Title

Task Force Participating Agency Rep\
Title

Pete Saenz
Mayor

ATTEST:

Heberto Ramirez
Acting City Secretary

APPROVED AS TO FORM:

Raul Casso
City Attorney

Approved as to Form:

ATTESTED BY:

HIDTA Director

Funding Agency Attestor
Title

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Horacio De Leon, Interim City Manager

Staff Source: Ramon E. Chavez, P.E. Building Development Services Director

SUBJECT

2017-R-63 Authorizing and approving a fee waiver and a tax abatement agreement between the City of Laredo and Andrea Arellano for a proposed project located at 405 Guerrero St, lots 8 & 9; block 244; eastern division that consists of an addition of a game room and swimming pool, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$55,043.00, estimated annual tax abatement total of \$350.00 and estimated total fee waivers of \$369.00. 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 amending the guidelines and boundaries for the Neighborhood Empowerment Zone. Approval of Resolution 2013-R-023 on March 18, 2013 creating the Neighborhood Empowerment Zone (NEZ) and outlined the potential incentives for projects located within the NEZ and the guidelines for approval process.

BACKGROUND

The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area. ANDREA ARELLANO has proposed a new project located at 405 GUERRERO ST. The project will CONSTRUCT a ADDITION OF A GAME ROOM AND SWIMMING POOL on the property. The estimated capital investment of the project is \$55,043.00. 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, Sprinkler System Fees.

COMMITTEE RECOMMENDATION

n/a

STAFF RECOMMENDATION

staff recommend City Council approval of this resolution

Fiscal Impact

Fiscal Year:

Budgeted 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: \$369.00 and estimated FIVE (5) year total tax abatement is anticipated to be \$ 1753.00

Attachments

Tax Abatement

Resolution

**TAX ABATEMENT AND INCENTIVE AGREEMENT
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE**

This Agreement is made and entered into by and between ANDREA ARELLANO, duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the “City”), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto.

RECITALS

WHEREAS, the City of Laredo pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the “Neighborhood Empowerment Zone,” has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and other incentives;

WHEREAS, ANDREA ARELLANO is the owner of the land located within said Neighborhood Empowerment Zone and described as 405 GUERRERO ST, (“Property”) which exhibit is incorporated herein by reference for all purposes; and

WHEREAS, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and ANDREA ARELLANO have this day entered into the following contract and agreement:

I. TERM

This agreement shall be for a period of FIVE (5) years becoming effective on January 1st of the year following the year in which a Certificate of Occupancy is issued.

II. PJOWNER COVENANTS

A. Project

ANDREA ARELLANO shall cause to be CONSTRUCTED a new project located at 405 GUERRERO ST, LOT 8&9; BLOCK 244; EASTERN DIVISION, that consists of a ADDITION OF A GAME ROOM AND SWIMMING POOL with an estimated value of at least \$55,043.00. ANDREA ARELLANO agrees to limit the use of the property described herein for said RESIDENTIAL development use as that term is defined in the Zoning Ordinance of the City of Laredo.

B. Completion Date

ANDREA ARELLANO certifies that the RESIDENTIAL project construction will be completed within one year from issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond

ANDREA ARELLANO's reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

C. Use of Property

ANDREA ARELLANO covenants that the project shall be CONSTRUCTED in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as a RESIDENTIAL development.

III. TAX ABATEMENT

Subject to and in accordance with this Agreement, the City hereby grants to ANDREA ARELLANO a real property tax abatement of City of Laredo imposed taxes on the Property for a period of FIVE (5) years. The total estimated amount of the Abatement granted under this Agreement shall be approximately \$1753.00. The total certified Base Value for year 2017 as determined by the Webb County Appraisal District is \$149,690.00

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 \$369.00.

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 ANDREA ARELLANO the City shall have and ANDREA ARELLANO 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. ANDREA ARELLANO shall cooperate fully with the City during any such inspection and/or evaluation.

B. Certification

ANDREA ARELLANO shall certify annually to the City that it is in compliance with each applicable tem of this Agreement. The City shall have the right to audit the Property. ANDREA ARELLANO 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

ANDREA ARELLANO shall be in default of this Agreement if ANDREA ARELLANO for any reason fails to substantially comply with the development of the property, discontinues the RESIDENTIAL development operations as required by the terms of this Agreement, or if any representation made by ANDREA ARELLANO is false or misleading in any material aspect. Termination of this Agreement may be effected if default is not cured within sixty (60) days after written notice by the City to ANDREA ARELLANO. If the City terminates this Agreement as a result of default by ANDREA ARELLANO, the tax abatement shall be immediately abolished and the City shall have the right to recapture the amount of all previously waived permit and inspection fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to ANDREA ARELLANO, and ANDREA ARELLANO hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if ANDREA ARELLANO fails to timely pay the bill. Nothing in this Agreement shall preclude ANDREA ARELLANO from disputing the bill.

VII. TERMINATION AT WILL

If the City and ANDREA ARELLANO mutually determine that the development or use of the Property is longer appropriate or feasible, or that a better use is preferable, the City and ANDREA ARELLANO may terminate this Agreement in writing signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

VIII. VENUE AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City of Laredo. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

IX. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

X. BINDING EFFECT

This agreement shall insure to the benefit of and be binding upon the City and ANDREA ARELLANO and their affiliated, subsidiaries, successors and assigns.

Executed this the day of _____, 2017, by City of Laredo.

BY: _____

Horacio De Leon, Interim City Manager

ATTEST:

Herberto L Ramirez

Acting City Secretary

APPROVED AS TO FORM:

Kristina Laurel Hale

Acting City Attorney

Executed this the day of _____, 2017, by ANDREA ARELLANO

BY: _____

Name: _____

Title: _____

RESOLUTION NO. 2017-R-63

AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND ANDREA ARELLANO FOR A PROPOSED PROJECT LOCATED AT 405 GUERRERO ST, LOT 8&9; BLOCK 244; EASTERN DIVISION THAT CONSISTS OF ADDITION OF A GAME ROOM AND SWIMMING POOL, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ). THIS AGREEMENT WILL BE FOR A FIVE (5) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF \$55,043.00, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF \$350.00 AND ESTIMATED TOTAL FEE WAIVERS OF \$369.00. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.

WHEREAS, the City of Laredo has previously approved Resolution No. 2013-R-023, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

WHEREAS, ANDREA ARELLANO is proposing a project located at 405 GUERRERO ST, LOT 8&9; BLOCK 244; EASTERN DIVISION, located 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 project located at 405 GUERRERO ST is hereby approved for fee waivers which will approximately total \$369.00 and tax abatement which will approximately total \$350.00 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 _____, 2017.

BY: _____

PETE SAENZ, JR

MAYOR

ATTEST:

HEBERTO L RAMIREZ

ACTING CITY SECRETARY

APPROVED AS TO FORM:

BY: KRISTINA LAUREL HALE

ACTING CITY ATTORNEY

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

2017-R-64 Authorizing the City Manager to accept the contract amendment from the Health and Human Services Commission (HHSC) in the amount of \$85,500.00 for a total of \$171,000.00 to further support the City of Laredo Health Department (CLHD) to provide women's health preventive services and family planning for the term period from August 1, 2016 through August 31, 2017.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On October 3, 2016, Council approved Ordinance 2016-O-147.

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.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year: 2015

Budgeted 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 for a total of \$171,000.00. ?The revenue account 226-0000-372-1000 and the expenditure division 226-6801-544-9900 will decrease by \$85,500.00. The total budget remains the same.

Attachments

Contract
2017-R-64
Budget

HHSC CONTRACT NO. 529-16-0102-00042-A
AMENDMENT NO. 1
FAMILY PLANNING GRANT PROGRAM

The Health and Human Services Commission ("HHSC", "Contractor", or "System Agency") and City of Laredo Health Department ("Contractor" or "Grantee"), having its principal office at 2600 Cedar, Laredo, Texas 78040 (each a "Party" and collectively the "Parties") desire to amend the Family Planning Grant Program contract ("Contract") with the terms and conditions contained herein ("Amendment").

WHEREAS, the Parties desire to modify Contract Section IV. STATEMENT OF SERVICES TO BE PROVIDED as described herein; and

WHEREAS, the Parties desire to modify Contract Section V. CONTRACT NOT-TO-EXCEED AMOUNT AND PAYMENT PROCESSES by adding funds to the Contract for the performance of services during the term of this Amendment.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION IV** of the Contract, STATEMENT OF SERVICES TO BE PROVIDED, the last sentence of Section IV is deleted in its entirety and replaced with the following language:

Contractor shall provide Family Planning Program services to an additional 300 Unduplicated Clients in Fiscal Year 2017. The total number of Unduplicated Clients to be served under the Contract is 600.

2. **SECTION V** of the Contract, CONTRACT NOT-TO-EXCEED AMOUNT AND PAYMENT PROCESSES, is hereby deleted in its entirety and replaced with the following language:

A. The total amount of this Amendment shall not exceed \$85,000 as described in the budget documents contained in Forms F et seq., which are attached hereto and incorporated herein to ATTACHMENT C of the Contract by this reference. The total Contract amount is \$171,000.

- B. Fee-For-Service Payments:

The not-to-exceed amount for the Fee-For-Service component of the Amendment is \$85,000. The total not-to-exceed amount for the Fee-For-Service component of the Contract is \$128,250. Contractor must submit claims in accordance with the requirements of Section 2.3.3 and 2.3.5 of the Family Planning Program Open Enrollment, ATTACHMENT A of the Contract.

- C. Cost Reimbursement Payments:

The not-to-exceed amount for the Cost Reimbursement component of the Amendment is \$0. The total not-to-exceed amount for the Cost Reimbursement component of the Contract is \$42,750. All expenditures under the Contract must

be in accordance with the budget forms attached hereto and contained in 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 of the Contract.

- D. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of the Contract, the System Agency may terminate this Contract without penalty.
- 3. This Amendment shall be effective upon the signature date of the latter of the Parties to sign the Amendment.
- 4. Except as amended and modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
- 5. Any further revisions to the Contract shall be by written agreement of the Parties.
- 6. 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.

SYSTEM AGENCY

GRANTEE

By: _____

Name: Horacio de Leon

Title: Acting City Manager

Date of Execution: _____

Date of Execution: _____

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

ATTACHMENT C – CONTRACTOR'S BUDGET DOCUMENTS FOR THE AMENDMENT

RESOLUTION 2017-R-64

AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONTRACT AMENDMENT FROM THE HEALTH AND HUMAN SERVICES COMMISSION (HHSC) IN THE AMOUNT OF \$85,500.00 FOR A TOTAL OF \$171,000.00 TO FURTHER SUPPORT THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) TO PROVIDE WOMEN'S HEALTH PREVENTIVE SERVICES AND FAMILY PLANNING FOR THE TERM PERIOD FROM AUGUST 1, 2016 THROUGH AUGUST 31, 2017.

WHEREAS, 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.

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 from the Health and Human Services Commission (HHSC) in the amount of \$85,500.00 for a total of \$171,000.00 to further support the City of Laredo Health Department (CLHD) to provide women's health preventive services and family planning for the term period from August 1, 2016 through August 31, 2017..

Section 2: The revenue account 226-0000-321-6304 and the expenditure division 226-6203 with Project Number HEOE01 are hereby increased by \$85,500.00. The revenue account 222-0000-372-1000 and the expenditure division 226-6801-544-9900 are hereby decreased by \$85,500.00. The total budget remains the same.

Section 3: The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions of the existing general contract 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 _____, 2017.**

**PETE SAENZ
MAYOR**

ATTEST:

**HEBERTO L. RAMIREZ
ACTING CITY SECRETARY**

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

**CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY**

BUDGET

FAMILY PLANNING PROGRAM OPEN ENROLLMENT HHSC 226-6110; HEOE01

CATEGORIES				
REVENUES		Original	Amended	New Total
REVENUES	\$	85,500.00	85,500.00	171,000.00
CASH MATCH		0.00	0.00	0.00
TOTAL	\$	85,500.00	85,500.00	171,000.00
EXPENSES				
PERSONNEL	\$	23,213.00	0.00	23,213.00
FRINGE BENEFITS		6,964.00	0.00	6,964.00
TRAVEL		1,000.00	0.00	1,000.00
EQUIPMENT		0.00	0.00	0.00
SUPPLIES		44,323.00	57,881.00	102,204.00
CONTRACTUAL		10,000.00	27,119.00	37,119.00
OTHER		0.00	500.00	500.00
CASH MATCH	\$	0.00	0.00	0.00
TOTAL	\$	85,500.00	85,500.00	171,000.00

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Robert Eads, Assistant City Manager

Initiated By: Robert Eads, Assistant City Manager

Staff Source: Riazul Mia, P.E., Utilities Director

SUBJECT

Consideration to ratify the emergency purchase order change order issued to Odessa Pumps, Corpus Christi, Texas to be increased to the amount of \$81,487.00 for the additional work required to complete the repair of the pump bases at El Pico Water Treatment Plant Raw Water Pump Station. Funding available in the Utilities Department Fund.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Staff is requesting that Council approve the ratified purchase order #279964 to be increased to \$81,487. Odessa Pumps was initially issued purchase order #279964 for the amount of \$54,861.00 on March 10, 2017 to repair sole plate for two (2) raw water vertical pump bases. The additional work required is for the labor of slotting and machine work for both sole plates. The price includes the additional man hours for the repair, mileage, and the conduction of vibration analysis for both pumps. The pump repairs were extensive for both pumps and additional work needed to be completed prior to re-installing the pumps.

Purchase Order #279964

Original Amount \$54,861.00

Change Order \$26,626.00

New Amount \$81,487.00

Odessa Pumps & Equipment, Inc.
7302 Leopard Street
Corpus Christi, TX 78408

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this action be approved.

Fiscal Impact

Fiscal Year: 2017

Budgeted Y/N?: Yes

Source of Funds:

Account #: 557-4150-533-037

Change Order: Exceeds 25% Y/N: Yes

FINANCIAL IMPACT:

Funding available in the Utilities Department Fund.

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Arturo Garcia, Community Development Director

Staff Source: Arturo Garcia, Acting Community Development Director

SUBJECT

Authoring the City Manager to enter into an inter-local agreement between the City of Laredo and the Laredo Housing Authority (LHA) for conducting and Assessment of Fair Housing. This collaboration is in the best interest of the City and LHA. Both entities agree to collaborate and partner in the development of our community's Fair Housing Assessment. The LHA agrees to fund Ten Thousand \$10,000.00 in support of the assessment via the Inter-local agreement. The City of Laredo thru the Department of Community Development will act as the lead entity. A consultant will be recommended by both entities and final selection and award will be conducted by the City.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

This is a collaboration between the City of Laredo and the Laredo Housing Authority (LHA). This agreement is in the best interest of both entities and the local community. The collaboration by both entities will assist in the development of a coordinated Assessment of Fair Housing as required by the U.S. Department of Housing and Urban Development's final rule of Affirmatively Furthering Fair Housing (AFFH). The LHA intends to assist financially with a \$10,000 contribution for the AFFH. The City will be the lead entity as described in the agreement.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Staff recommends approval of this inter-local agreement.

Fiscal Impact

Fiscal Year:	2016-17
Budgeted Y/N?:	Yes
Source of Funds:	CDBG

Account #: 211-8610-513-5526

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the 42nd Action Year under Community Development Block Grant Funding. Budgeted is \$25,000. The \$10,000 contribution by the Laredo Housing Authority will provide for up to \$35,000 in available funding for the selection of a consultant.

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Arturo Garcia, Community Development Director

Staff Source: Arturo Garcia, Community Development Director

SUBJECT

Authorizing the City Manager to provide relocation assistance to the current tenants located at the Dellwood Apartments on 2001 Bristol Road. A notice to vacate the units was declared by the City due to the danger to the public health and safety of the tenants. Proposed is to provide the affected tenants with the following general assistance as necessary on a case by case basis to relocate/stabilize: 1. Provide up to \$500.00 deposit for tenant relocation; 2. Provide up to \$250.00 in utility connection deposits and fees; 3. Provide a one-time rental subsidy difference to their current rent payment up to \$150.00 per month for three (3) months. The potential total assistance would be estimated at about \$1,200.00 per tenant. In addition, authorizing the City Manager discretion on a case by case basis for any other necessary assistance to tenants as deemed necessary. Funding is available in Municipal Housing, Laredo Public Facility Corporation, and General Fund.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Staff is proposing relocation assistance to affected tenants located at the Dellwood Apartments on 2001 Bristol Road. An initial damage/housing assessment was made by combined City staff and the units were deemed unsafe by the Building Department. Staff counted approximately one hundred ten (110) rental units in the complex.

Staff proposes to provide affected tenants with the following "general" assistance as necessary on a case by case basis to relocate/stabilize:

1. Provide up to \$500 deposit for tenant relocation.
2. Provide up to \$250 utility connection deposit/fees.
3. Provide a one- time rental subsidy difference to current rent payment up to \$150 per month for three (3) months.

Potential total assistance would be estimated at \$1,200 per unit/tenant affected.

Each case will be evaluated on a case by case basis and as necessary will be adjusted or increased, if required with City Manager approval. Funding is available under Laredo Public Facility Corporation and Laredo Municipal Housing funds.

COMMITTEE RECOMMENDATION

Not Applicable.

STAFF RECOMMENDATION

That this motion be approved.

Fiscal Impact

Fiscal Year: 2017

Budgeted Y/N?:

Source of Funds: Operations

Account #: N/A

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available under Laredo Public Facility Corporation, General Fund, and Laredo Municipal Housing funds.

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Arturo Garcia, Community Development Director

Staff Source: Arturo Garcia, Community Development Director

SUBJECT

Consideration for approval of the selection of BlueLynx Solutions consultants from Atlanta, Georgia to conduct a Fair Housing Assessment as part of an Affirmatively Furthering Fair Housing (AFFH) Analysis as required by the U.S. Department of Housing and Urban Development (HUD). The AFFH rule creates a standardized process for fair housing planning. Given the newness of the publication of the AFFH final rule, the City will be relying on the expertise of the consultant for a successful analysis and successful submission to HUD. The contract amount is \$35,000.00. Funding is available in the Community Development Budget.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The U.S. Department of Housing and Urban Development (HUD) published a final rule of Affirmatively Furthering Fair Housing (AFFH). The AFFH rule establishes a process that certain recipients of HUD funding will use to help them meet their long-standing obligations to affirmatively further fair housing. The AFFH rule creates a standardized process for fair housing planning – this process is referred to in the AFFH rule as an Assessment of Fair Housing. Given the newness of the publication of the AFFH final rule, the City will be relying heavily on the expertise of the successful proposer to provide the Assessment of Fair Housing (AFH) and has an expectation the successful proposer will bring adequate capacity and subject matter expertise to ensure proper completion of the AFH.

Proposals were requested from interested consultants. The City received five (5) proposals from consultants listed below:

National Community Reinvestment Coalition - Washington D.C.

TDA Consulting, Inc. - San Antonio, Texas

Mosaic Community Planning - Atlanta, Georgia

Western Economic Services, LLC - Portland, Oregon

BluLynz Solutions - Atlanta, Georgia

The proposals submitted were evaluated by Department of Community Development

and Laredo Housing Authority (LHA) staff. Proposals were evaluated based on the fee, qualification/years of experience, successful submissions of assessments of fair housing, and MBE participation. BluLynz Solutions is being recommended by City and LHA staff to conduct the AFH. The LHA has agreed to collaborate with the City of Laredo and provided \$10,000 in funding via an Memorandum of Understanding.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this motion be approved.

Fiscal Impact

Fiscal Year:	2016-17
Budgeted Y/N?:	Y
Source of Funds:	CDBG
Account #:	211-8610-513-5526
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Arturo Garcia, CD Director

SUBJECT

Amending the City of Laredo's Housing Rehabilitation Loan Program Policy and Procedures Manual to provide for the purchase and replacement of dilapidated manufactured housing units as a reconstruction activity. Assistance in the form of zero percent (0%) interest loans would be provided to qualifying low income owner occupants in the amount necessary to allow for the purchase of an affordable replacement unit, its installation, and disposal of the dilapidated unit. Qualifying homeowners would be responsible to pay 57% of the loan amortized over a 10 year period; the remaining 43% of the loan would be forgiven as amortized over a 10 year period conditioned on the homeowner continuing to reside in the unit. Elderly and disabled qualifying homeowners of very low income would be eligible for a 100% forgivable loan amortized over a 10 year period conditioned on the homeowner continuing to reside in the unit. The assisted homeowner must own the lot on which the manufactured housing unit is located.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo, as funded through the Community Development Block Grant Program and Housing Rehab Revolving Loan proceeds, administers a Housing Rehabilitation Loan Program through which qualifying low income owner occupants are provided grant and loan assistance to rehabilitate their homes. The program currently allows the demolition and reconstruction of permanent housing units which have been damaged and/or are dilapidated beyond repair. Staff proposes to amend the Rehab Program's Policy and Procedures Manual to expand the Reconstruction Activity to include the replacement of Manufactured Housing Units. All the program requirements in regard to owner income eligibility, occupancy and legal status, taxes, environmental clearance, insurance, loan amortization and forgiveness schedules, will continue to apply. The assisted homeowner must own the lot on which the dilapidated housing structure sits.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That Council approve this Motion.

	Fiscal Impact
Fiscal Year:	2017
Budgeted Y/N?:	
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	
No Financial Impact.	

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Horacio De Leon, Assistant City Manager

Staff Source: Yvette Limon, Acting Bridge Director

SUBJECT

Consideration to award a contract FY15-011 to the sole source bidder, Transcore LP in the amount not to exceed \$670,459.03 for the City of Laredo Bridge System Electronic Toll Collection and Customer Service Center (CSC) Systems Replacement / Upgrade – Phase II Turnstile Upgrade; the system is eleven (11) years old and the parts are becoming obsolete. Funding is available in the Laredo Bridge System Construction Fund.

PREVIOUS COUNCIL ACTION

On July 20, 2015, City Council awarded contract FY15-011 to the sole bidder, TransCore LP in the amount not to exceed \$9,985,148.00 for the City of Laredo Bridge System Electronic Toll Collection and Customer Service Center (CSC) Systems Replacement/Upgrade-Phase I.

BACKGROUND

The City of Laredo solicited Request for Proposals (RFP) FY15-011 for the Electronic Toll Collection and Customer Service Center (CSC) Systems Replacement / Upgrade and received one proposal. Both AECOM and City staff conducted an extensive review of the proposal. City staff is confident that TransCore, who currently maintains the electronic toll collection system, can continue to provide the necessary replacement of the electronic toll collection system to efficiently and accurately process traffic. The project will be completed in two phases; Phase I will be the replacement of the vehicular toll collection equipment and customer service center software upgrade at a cost of \$9,985,148.00. Phase II will be the replacement of the pedestrian turnstile toll collection system.

Phase II of this project consists of the following:

1. Administration
 - Mobilization
 - Project Management
2. Hardware Installation/Testing
 - Hardware (13 turnstile gates)
 - Installation/Testing
3. Software Design/Deployment
 - Software Design

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of motion

Fiscal Impact

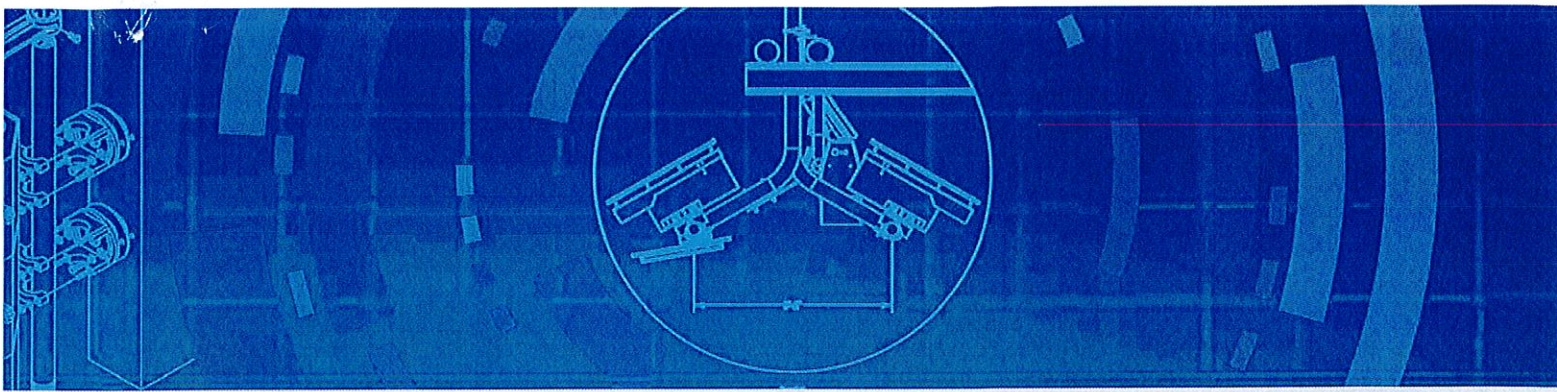
Fiscal Year: 2017
Budgeted Y/N?: Y
Source of Funds: Bridge Construction Fund
Account #: 553-4050-583-2010
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is available in the Bridge System Construction Fund Account #553-4050-583-2010.

Attachments

Phase II TransCore Turnstile Upgrade Proposal



CITY OF LAREDO, TEXAS



City of Laredo International Bridges Electronic Toll Collection and Customer Service Center Systems Upgrades – Phase II Turnstile Upgrade

SUBMITTED BY TRANSORE

March 2017

TRANSORE
Trusted Transportation Solutions

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1 Introduction

The City of Laredo (the City) has requested the ability to automatically report on pedestrian turnstile activity occurring at bridge locations. As patrons pay tolls using the pedestrian turnstiles, transaction data is collected and analyzed to report on counts, revenue and the date and time of the transactions. The turnstile application is being integrated and managed under Phase II of the City of Laredo International Bridges Electronic Toll Collection and Customer Service Center Systems Upgrades Agreement.

TransCore will undertake the overall scope of the changes necessary to:

- Provide reporting on turnstile activity for pedestrian traffic
- Oversee and manage the installation provided by Turnstiles.US
- Procure the license from Magnetic for the Beta RTM software

In addition, TransCore will be responsible for implementing the turnstile application, adding functionality to the existing database, and developing reports. TransCore's scope of activities for these tasks can be found in Section 3, Scope of Work – TransCore.

Scope activities for the City's chosen vendors, Turnstiles.US, Inc. and Magnetic Autocontrol, are detailed in Section 4, Scope of Work – Subcontractors.

****The work proposed herein by TransCore in Phase II is not subject to the milestone payments, schedule requirements, liquidated damages, or penalties presented in the International Bridges Toll Collection Agreement dated October 19, 2015.**

1.1 Project Management

TransCore will work with vendors Turnstiles.US, Inc. and Magnetic Autocontrol to procure all turnstile equipment and software licenses as chosen by the City. We will provide project management and oversight of the turnstile installation, as well as all resources and materials needed to design, integrate, and test connectivity to the TransCore *Integrity* back office system for revenue reporting.

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2 Project Description

Presently, turnstile transaction data is sent to a Cubic Oracle database where transactions are received by TransCore's server via a database to database transfer. To streamline this operation, TransCore proposes replacing the Cubic Oracle database from the current data flow and directly inserting transactions into the TransCore database. By replacing the Cubic Oracle database, resources will be released that are currently utilized during data transfers, increasing system performance.

This will result in data flowing directly to the parent database where the pedestrian turnstile application will then analyze and generate reports based on the transaction data. The pedestrian turnstile application will be developed for the City to report on pedestrian traffic in near real-time. The application will record the number of patrons who travel through the turnstiles, the physical turnstile, the amount of revenue being generated, and the date and time of all transactions. The IP based turnstiles operate in conjunction with the proposed application to receive the pedestrian traffic data and then compile the data into readable reports for the City to review. Figure 2-1 illustrates the high level processes for the transaction data flow.

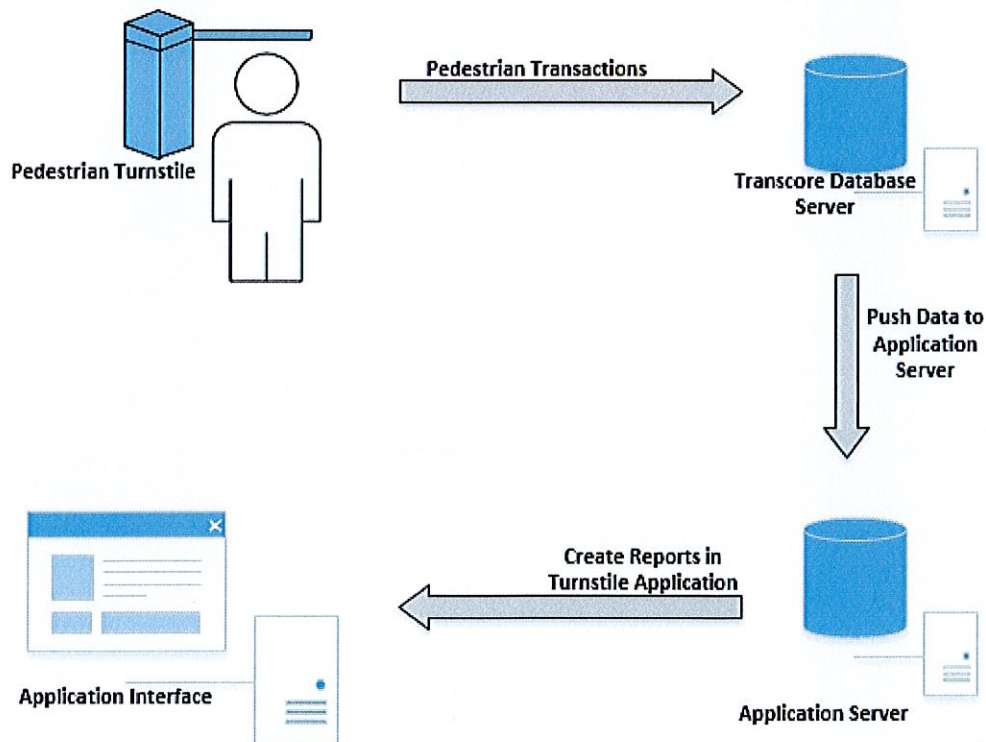


Figure 2-1: High Level Processes Diagram

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3 Scope of Work – TransCore

To accomplish the integration of the turnstile application, TransCore will add functionality to the existing database, implement the turnstile application, and develop reports. The overall scope of this Work is discussed in the following section.

3.1 Scope of Work Activities

Work activities will include the following tasks:

- Scope definition/design discussions with the City
- Install connectivity hardware
- Setup network communications between equipment
- Design and development of added functionality for the existing server database
 - Create new stored procedures
 - Create new views
 - Create necessary tables
- Develop the graphical user interface (GUI)
- Develop necessary reports
- Deployment of turnstile application on a test machine
- Develop a test plan
- Develop test procedures for turnstile application and conduct testing (this includes a workshop with the City to review/comment)
- Submit test results to the City for review and approval
- Production build and deployment of added functionality on TransCore Server and the turnstile application
- Production validation and acceptance

4 Scope of Work – Subcontractors

4.1 Turnstiles.US, Inc.

Turnstiles.US, Inc., a manufacturer of quality integrated, high-tech pedestrian and vehicle access security systems, is the proposed Subcontractor for the turnstile installation Work. Turnstile US, Inc. will be responsible for installing a Coin Operated Turnstile System that requires patrons to insert three quarters (and reject any other coin/token) to activate the Turnstile for one passage. The activities required to complete this Work is detailed in the following sections.

4.1.1 Scope of Work Activities

Turnstiles.US, Inc. will be responsible for the following activities:

- Removal of Biometric Turnstiles System (existing) and installation of new CoinOp Turnstile US System will be performed in two stages: Floor 2 (first), Floor 1 (last).
- Removal of Turnstiles includes Turnstiles.US, Inc. contracting a licensed local electrician to lock out and tag out the electrical circuit for each location. The Electrician will remove and cap the power at each turnstile.
- Removal of the low-voltage cabling from the existing Turnstiles (i.e., Turnstiles and Biometric Scanners currently in-place).
- Removal of all anchoring hardware and place the Turnstiles on a standard (40" x 48" Wooden Block Pallet). If a non-standard Pallet is required, Turnstiles.US, Inc. will custom build the pallets onsite.
- Patching of all holes left by the Turnstile removal; Turnstiles.US, Inc. will also try to match the existing finish to the patched holes. The City will provide new pavers and grout (if required). Turnstiles.US, Inc. will provide concrete and finish material.
- Removal of any cable that is not required for the new Turnstiles and its disposal in the City's provided trash bin.
- Providing new category cable and pulling one cable from each Turnstile to a local J-Box for future software/hardware integration. Providing and mounting a surface mount, Raco 2-gang box with cover (as the local J-Box).
- Labeling of each cable with a number on each end. The number shall be reflected on the AutoCAD point-to-point schematic drawing.
- Mounting of the new CoinOp Turnstiles (i.e., Includes [1] Coin Box bolted to [1] Turnstile) using Red Head Anchors with high performance Epoxy adhesive.

- Harnessing and terminating the new CoinOp Turnstiles low voltage cable.
- Mounting of one (1) new card access panel system locally on each floor (total of 2 local areas [i.e., Within 30' of the Turnstile location]), to control entry and exit of the ADA gate on Floor 1 and Floor 2; programming of the new panel will be by the City.
- Mounting of an Entry and Exit Reader at the ADA Gate (location to be determined by the City) and running category cable (and terminating) the readers back to the new card access panel. Programming of the readers will be by the City.
- A local, licensed Electrician will terminate 110 at each Turnstile and remove the lock out/tag out at the panel.
- Testing all cable using a Fluke MicroScanner Cable Verifier and providing written test results. Replacing a cable if it fails with a Cat5 or Cat6 cable.
- Placing Orange Cones with Construction Tape and Signs telling people to go to the other Turnstile area during construction.
- Keeping work areas clean and free of debris. Cleaning the area at the end of a workday including mopping the floor where work was performed and wiping the turnstiles with Windex.
- Completing Floor 2 work (no more than) 9 days.
- Performing the same work on Floor 1 after Floor 2 is complete.
- Completing Floor 1 work (no more than) 11 days.

4.1.1.1 Administration

Turnstiles.US, Inc.'s Field Technician, Jesse James Moses Sr., will perform a site visit to meet with all parties and review Scope of Work. Small changes in the Scope of Work will not require fiscal changes to the contract.

All AutoCAD drawings must be signed by The City prior to fabrication. Fabrication will not begin without signed drawings.

The City must approve each step of construction prior to proceeding to the next step; for example, removal of Turnstiles and Palleting must be approved before taking the removed Turnstiles to storage. Concrete patching (and paver replacement) must be approved before installation of new Turnstiles.

4.1.2 Tasks and Duration

From start to finish, Turnstiles.US, Inc.'s Work on this project will take 244 business days (8 months, 2 days). Table 4-1 shows each task name and its duration for the Work to be performed by Turnstiles.US, Inc. A more detailed explanation of the tasks is discussed in the following sections.

Table 4-1: Task and Duration of Work to be Performed - Turnstiles.US, Inc.

Task Name	Duration
Contract Award	2 days
Design Drawings Submitted	7 days
Site Visit	1 day
Turnstiles Ordered	20 weeks
Coinbox Drawings Approved	5 days
Coinbox Material Ordered	3 days
Coinbox Fabrication	4 weeks
Turnstiles Shipped to Jobsite	1 week
Coinbox Shipped to Jobsite	1 week
Travel Arrangements Made	1 week
Turnstiles.US, Inc. On-Site	20 days
Floor 2 Turnstiles <ul style="list-style-type: none"> Removal process includes palleting the turnstiles and giving them to TransCore for storage Discuss selling the City's Turnstiles on www.UsedTurnstiles.com Lock out/tag out (i.e., Secure the 110v circuit for each Turnstile) the Turnstile circuit at panel Remove control wiring (i.e., Existing Cat5 and Cat6 Cable—does not include Fiber) and test for certification If cable tests bad, remove cable and pull new Test and certify new pulled cable Pull future Cat6 (i.e., Cabling for "Future" Turnstile Management Software) Cable to J-Box near Turnstiles (labeled as per AutoCAD drawing) Future cable is for Magnetic software/hardware Interface Patch concrete (i.e., Concrete Patch will be the same density and color of existing concrete) holes Install new Coin Turnstiles and ADA gate 	9 days

Task Name	Duration
Floor 2 Turnstiles (continued) <ul style="list-style-type: none"> • Finish concrete around new Turnstiles • Test and train 	
Floor 1 Turnstiles <ul style="list-style-type: none"> • Removal process includes palleting the turnstiles and giving them to TransCore for storage • Lock Out/Tag Out the Turnstile circuit at panel • Remove control wiring and test for certification • If cable tests bad, remove cable and pull new • Test and certify new pulled cable • Pull future Cat6 Cable to J-Box near Turnstiles (labeled as per AutoCAD drawing) • Future cable is for Magnetic software/hardware interface • Replace pavers (new pavers provided by the City) • Install new Coin Turnstiles and ADA gate • Clean around new Turnstiles • Test and train 	11 days
Close Out Documentation <ul style="list-style-type: none"> • Close out documentation • AutoCAD device location detail • AutoCAD cable routing and numbering/labeling • AutoCAD point-to-point schematic • The City/Operation Manuals on flash drive and two printed and bound copies • Final waivers 	7 days

4.1.2.1 Materials Needed to Complete Work

Table 4-2 shows the materials needed to complete the Work to be performed by Turnstiles.US, Inc., as well as each item's description and quantity.

Table 4-2: Materials List

Item	Description	Qty
CoinOp Turnstiles	<p>Proposal # 2016-206477 - City of Laredo - CoinOp Turnstiles for Border Crossing, including Installation</p> <ul style="list-style-type: none"> • Updated Extra Coin Boxes (7) • Added (4) ADA Gate Card Reader Pedestals • Remove Access Control Equipment • Removed ADA Gate Card Readers • Changed Medeco XT Cam Locks to Chicago Cam Locks • (46) Cam Locks/(10) Cabinet Keys and/(5) Coin Box Keys • (11) Turnstiles MPP 222 (MPP222C-C210) • (33) Steel End Cap for MPP Arms (x3 each) • (2) ADA Gates MPS-122C (MPS-122C-C111-43) • (4) VE-GPN-SS - Stainless Steel Card Reader Pedestal • (4) VE-5x5-SS - Stainless Steel Card Reader Pedestal BackBox • (2) 1031.5796 Acrylic Panel for Gate • (13) Gate End Display, Magnetic 1013.5079 - 2x2 LED Display • (13) Top 2x2 Display, Boonedam 50080657 • (2) Barrier - Stainless Steel Post and Rail with SS Panels • (0) Turnstile Remote Control and Monitoring Software • (2) Turnstile Release Push Button • (2) Button Panel, Etching 	1
Coin Box	<ul style="list-style-type: none"> • (13) Coin Box Enclosures • (7) Spare Coin Box Enclosures • (13) Astro Coin SP3414-D US101-2S1 • (13) Astro Coin ASY-M-111142 – T/E Faceplate, SP-2 • (13) Astro Coin 6003610 - VAL 361 Waterproof • QL-SP interface • (13) Red Lion PAXLC800 • (13) Sola SCP 30S25-DN 	1

Item	Description	Qty
Coin Box (continued)	<ul style="list-style-type: none"> (42) Chicago Mechanical Cam Lock (2 per Turnstile) Cabinet/1 for Coin Box (15) Chicago Cam Key (10 per Turnstile/5 for Coin Boxes) 	
Engineering/Draft...	<ul style="list-style-type: none"> Engineering/Drafting - provide AutoCAD Device Location Details and Point-to-Point Schematics 	1
Field Labor	Field Labor for Installation includes: <ul style="list-style-type: none"> (2) Factory Trained Installation Technicians (2) Days Travel Pay Includes: Site Visit Includes: (2) Hotel Rooms/(1) Rental Vehicle/(2) Airline Tickets Remove Existing Turnstiles and Repair Flooring Remove Unused Cable and dispose in the City's Provided Dumpster Install New Turnstiles and Coin Boxes 	1
Freight	Freight Cost for Shipping and Insurance.	1
Discount	Additional Equipment Discount Allowed	1

4.1.2.2 *Turnstiles.US, Inc. Warranty Information*

Turnstiles.US, Inc. warrants the goods against defective workmanship and materials provided that City notify Turnstiles.US, Inc. within 1 year after receipt by the City of the goods of any claim under this Warranty. The liability of Turnstiles.US, Inc. shall be limited to replacing or repairing defective goods returned by the City and delivered to the factory of Turnstiles.US, Inc., transportation charges prepaid.

Replaced or repaired goods will be redelivered freight repaid to the address of the City. Except for the Warranty contained herein, there shall be no other warranties, such as warranties of fitness and merchantability or otherwise express or implied, written or verbal, and Turnstiles.US, Inc. shall not be liable for consequential damages in any event.

The following is included at no additional cost:

- AutoCAD Device Location Detail (including cable routing and electrical requirements)
- AutoCAD Point-to-Point Wiring Schematics
- Unlimited Telephone Support (until you are up and running)

4.2 Magnetic Autocontrol USA

Magnetic Autocontrol USA, a world leader in providing high-quality vehicle and pedestrian barriers, is the proposed Subconsultants for the on-site technical training for the MagRemote Gate Management Software and MPP/MPS Gate Maintenance and Troubleshooting Work. The activities required to complete this Work is detailed in the following sections.

4.2.1 Scope of Work Activities

FAAC International, Inc. (d.b.a. Magnetic Autocontrol USA) will provide software and training for designated technical personnel operating and maintaining the City's pedestrian border bridge access control.

The scope of this Work includes the following:

- (3) licensed copies of PED-SW-MBC1 MagRemote Gate Management Software, discussed in Section 4.2.1.1.
- 8 hour onsite technical training class for personnel programming, maintaining, troubleshooting, or remotely managing the Magnetic gates via the PED-SW-MBC1 MagRemote Gate Management Software, discussed in Section 4.2.2.

4.2.1.1 *MagRemote Gate Management Software Scope of Work- Overview - (PED-SW-MBC1)*

Magnetic Autocontrol USA is adapting its MicroDrive Manager Barrier Gate Management Software for Magnetic-branded pedestrian gates, specifically those with the MBC and MGC controllers, so that customers who purchase Magnetic gates have the option to remotely manage and obtain status of the gates without having to obtain the data at the gate's location(s).

Beta Software Release and Production Software Release Phases

There will be two key phases to the design and development portion of the project: Beta Software Release and Production Software Release.

NOTE: Magnetic Autocontrol USA's Scope of Work outlines the pre-development specifications for the MagRemote Gate Management Software application, intended for use by the City. Magnetic Autocontrol USA has provided the software specifications in this document as a reference. Some Magnetic pedestrian gate products may have differing capabilities for remote management, or may require additional hardware devices to permit remote management.

Key Project Milestones

Table 4-3 shows the activity milestones and the responsibility of each activity for the Work to be performed by Magnetic Autocontrol USA.

Table 4-3: Project Milestones and Responsibilities

Activity	Responsibility
Execute Beta Test Agreement document for potential candidates, as applicable	Magnetic Autocontrol USA/the City
Review Scope of Work with potential candidates	Magnetic Autocontrol USA/the City
Deliver Beta Test software files of MagRemote Software for review and analysis by candidates	Magnetic Autocontrol USA
Review and apply software fixes, updates and requested changes	Magnetic Autocontrol USA
Deliver Production Release software application	Magnetic Autocontrol USA

4.2.1.2 Software Functional Requirements

The main objective for the MagRemote Gate Management Software application is to deliver the features and functions described below with the assumptions covered here:

- The software is installed on a Windows-based PC workstation that is installed on the same LAN segment as the gates on which the operator wishes to control/manage/view status.
- There is a LAN connection between the gates and the Windows-based PC workstation that contains the MagRemote Software.
- The software needs to be an authentic licensed copy, with the appropriate security key or authentication 'dongle' installed on the computer that will run the software.
- The software must be running to view/maintain active log files.

4.2.1.3 System Restart Function

- Ability to restart and power cycle one, or many, or all gates from the software.
- Remote system restart requirements:
 - Each gate must have an operational AC power source and must have its power switch in the 'on' position for this to be functional.
 - Each gate must be in an operable condition or state (i.e., cannot be jammed or in a forced condition).

4.2.1.4 Current Gate Status Function

- Provide visual/graphical display of status of gate(s):
 - Graphical indication showing whether the gate is online or offline.
- If the gate is in an 'online' state, provide a graphical indication of the online condition. The choices will be:
 - Normal (no errors)
 - Not normal (has errors/alerts/offline)
 - Online, Out-of-service (powered and online, but intentionally set to a non-operational state).
- A graphical indication showing when the gate is being operated (or turnstile moving); in other words, a graphical indication showing what the gate is doing at that instant of time. This may be accomplished in multiple ways, depending on the type of gate (fast open/close) and the amount of software programming necessary, including:
 - Animated graphic showing a representation of the actual motion of the gate/barrier at the time it's happening.
 - Simple animated graphic overlaid with text explaining what is happening; (i.e., circular hourglass with the words "Gate Opening" or "Gate Closing" written in text over the hourglass).
 - Secondary animated 'lights' showing what the gate is doing (i.e. Gate Closed, Gate Closing, Gate Open, Gate Opening, etc.).
- In concert with the aforementioned items, provide a visual indication showing if the gate is in a fully-open or fully-closed state.

4.2.1.5 Display of Controller Error Codes Function

- Ability to view a log file containing any error codes that are currently active or have been presented by the controller since the software was started.
 - Log file launches from within individual gate setup/configuration/status screen and may be presented as a simple text (notepad-style) window of the error codes.
- Error codes to be date/time stamped, if available, from controller or may be applied by the software from the PC system.
 - Display an exclamation point/warning sign or other visual notification if an alarm condition exists on any gate/turnstile.
- Ability to remotely reset the controller's error condition, which may be accomplished with a gate/turnstile power cycle or complete refresh (in order to clear error condition).

4.2.1.6 Remote Emergency Mode Activation Function

- Ability to issue a single software command to put all gates in emergency mode (e.g., on-screen panic/emergency button).
 - When an 'emergency' command is issued, tripod turnstiles will free-wheel (or drop arms when equipped with this feature) and any gates that use barriers/panels will move to the 'open' position and stay in that position until the 'emergency' command (or condition) is released.
 - System software should provide a "Cancel Emergency Mode" operation.
 - System should provide for a single confirmation of Emergency Mode, via a pop-up window, exclaiming "Are You Sure You Want to Place All Gates in Emergency (Fully Open) Mode?"

4.2.1.7 Software Operating Modes and Requirements

Magnetic's MagRemote Software will be designed to provide remote management and control of Magnetic access control gates supplied with Microdrive (MGC), or MBC controllers via an Ethernet connection from a PC computer running a Microsoft Windows operating system.

The design of the software shall be flexible enough to be able to accommodate use in multiple automation environments, from security portals, to vehicle/parking facilities, to transit stations.

The intended user of the software will typically be the operator of the facility, or person responsible for maintaining the security and operation of the facility as it was initially designed; therefore, the software should be designed so that it is easy to understand, using as many common terminologies and conventions as practical. Similarly, graphical displays will be employed to aid in the simplicity or the use of the software, where possible.

4.2.1.8 Operating System

The MagRemote Software application is designed to run on a PC computer running the Microsoft Windows operating system, compatible with Windows versions 7, 8 and 10, when released. The software needs to be installed on a dedicated host computer, which is to be functioning on the same local Ethernet network segment as the gates that the operator wishes to control/manage. The host computer is intended for use by security or system management operations team members responsible for operating, supporting and maintaining the Magnetic gate(s).

For optimal view, the customer needs to run the software on a PC and display that has a resolution of 1920 x 1080 pixels minimum.

4.2.1.9 Software User Interface Design

The software application will use a modern, Magnetic-branded look and feel, consistent with all other Magnetic Autocontrol Software that runs on the latest Windows platforms.

All of the software's graphical representations of our products will be used, so that the end user will recognize the graphical images as Magnetic products, and where possible, photos or accurate drawings of existing product will be employed.

The goal of the user interface design is to reduce the learning curve of the end-user, such that when a person learns the functions and features of one of Magnetic's applications, that any other Magnetic Software application operates similarly and has familiar menus and commands across the family of products.

4.2.1.10 Handling of Events and Alarms

If the controller system detects an alarm, or any other anomalous condition, the software will highlight this condition visibly on-screen, regardless of the operating state of the software (provided the software is started, running, and connected to the gate/Ethernet network, and running in the active window on the user's desktop). In the future, the software may allow activation of a computer-generated sound, selectable from the Microsoft Windows media sounds (\Windows\Media). For example, someone operating the software is configuring the system to perform certain functions on Gate A, but while doing so, an error/alarm is generated on Gate B. An alert needs to display on the Gate A configuration activity screen informing the operator that Gate B has had an anomalous condition occur. The alert may be one of the following: A pop-up window, an on-screen tray alert, or something that illuminates in the software screen (consistently across the entire application, such as in the upper right corner).

The software will also have a dashboard screen available to the end-user. This dashboard screen will show the current high-level status of all gates in a particular array or area, up to a maximum quantity of 16 Magnetic gates total in the dashboard view for that software instance. The dashboard view shall show a high-level status of each gate in the array, or a matrix/grid view of the gate arrays, as shown in Table 4-4. Conditions for the dashboard status view shall include:

- Normal state
- Abnormal or anomalous state (e.g., errors, alerts, alarms, offline, etc.)
- Normal and online, but currently placed in a non-operational state (i.e., out-of-service)

Clicking on any number in the array/area display should allow the user to drill down to the overview of that particular array. The drill-down screen will be the screen that shows additional details about the setup of the array.

NOTE: The images and diagrams shown below are not necessarily representative of the actual or final released product. Magnetic is providing them solely as a conceptual idea of the workflow that the software may provide. Actual GUI may differ significantly from the images and diagrams shown.

Table 4-4 shows an example of the Gate Status Dashboard Matrix Concept.

Table 4-4: Gate Status Dashboard Matrix Concept Example

	Normal	Errors/Alerts	Out-of-Service
Gates 1-4 (ArrayName A)	3	1	
Gates 5-8 (ArrayName B)	3	1	
Gates 9-12 (ArrayName C)	2	2	
Gates 13-16 (ArrayName D)	4		

Figure 4-1 shows an example of the Gate Array/Area Drill-Down Concept.

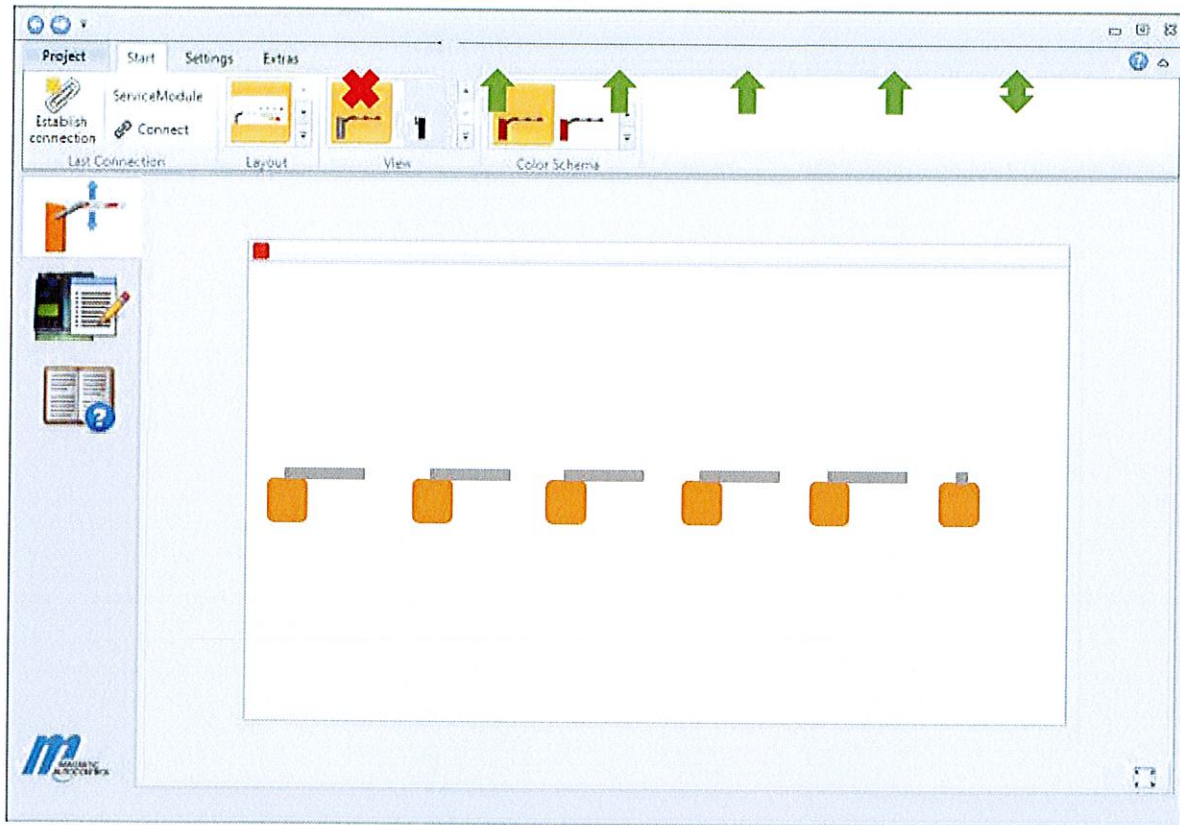


Figure 4-1: Gate Array/Area Drill-Down Concept Example

Figure 4-2 shows an example of the Single Gate Drill-Down Setup/Analysis Screen Concept.

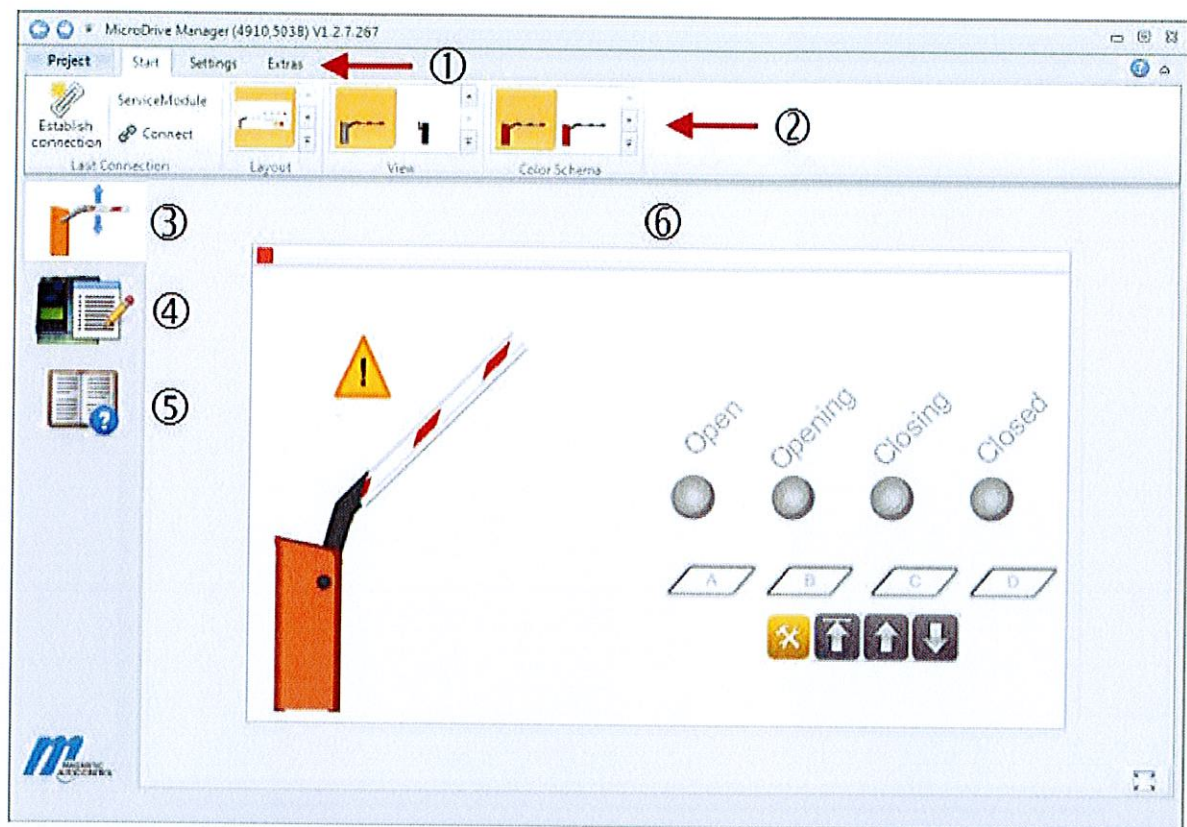


Figure 4-2: Single Gate Drill-down Setup/Analysis Screen Concept Example

4.2.1.11 *Potential Future Software Features/Capabilities:*

- Long-term retention of gate/turnstile events and error logs; stored on local PC in relational/searchable database file.
- Ability to automatically send notifications of critical errors or alarms via email, SMS to one person or a group of people.
- Ability to remotely transmit and update gate/turnstile firmware from the PC; the ability to schedule update of firmware for gates (when least used; passenger areas closed, and in sequence).
- Provide for additional grouping and logically joining/displaying gates or turnstiles. For example, Floor 1 turnstiles West Entry and Floor 1 turnstiles, East Entry, Floor 2 turnstiles, etc.
- Ability to store and display traffic counts for each turnstile in the dash board.
- Ability to select how display is presented (e.g., hour/day/month/year/lifetime).

- Ability to provide unique logins and access control that differentiate what portions of the software are available to a user.
- A minimum of three levels will be necessary:
 - End-User Access (limited view access that is selectable, view-only configuration)
 - Manager Access (more access than End-User level, but may still be limited; some possible configuration or emergency capabilities)
 - Administrator Access (Full access to view, configure system and gates/turnstiles)

4.2.1.12 *Magnetic Software Release and Validation Checklist*

Table 4-5 shows the activities and responsibilities checklist for the MagRemote Pedestrian Gate Management Software (PED-SW-MBC1).

Table 4-5: Activities and Responsibilities Checklist

Activities	Responsibility
Engineering Activities	
Create installation/configuration scripts as needed.	Developer
Create release version/control number scheme for pre-production, production.	Developer
Remove any debugging and testing code from the software.	Developer
Create the releasable software media/format required by customer.	Developer
Quality Assurance Activities	
Verify source code meets coding standard; run style-checker and do manual inspection.	QA
Check that all defects on Developer's/PM's current defect list have been resolved.	Tester
Regression test final build.	Tester
Verify that every test in the Test Matrix appears in the Test Script/Checklist.	Tester
Verify unit tests run automatically on the current build.	Tester
Verify system test scripts run automatically on the actual released software, if applicable.	Tester
Perform all non-functional system tests manually and document results.	Tester
Verify installation by installing system on clean machine.	Tester
Have person not on team install/run system without assistance by following installation directions.	Tester
Install program on machine with older version of program (upgrade install), if applicable.	Tester
Verify all steps in the release to market/deployment plan are completed.	QA

Activities	Responsibility
Consistency check: Release Specification, User Instructions, System Tests, Staged Delivery Plan, and Software must all match.	QA/PM
Release Activities	
Produce evidence that the release criteria have been met for version.	Release team
Schedule Beta Wrap-up and Acceptance Test date with customer/agent.	Release team/Sales
Virus scan release media.	Release team
Archive/lock/protect the source code (repository).	Change Control team
Documentation Activities	
Verify that User Documentation matches current release.	Analyst
Create a "ReadMe" text file with installation instructions.	Analyst
Write "Known Issues" List.	Analyst
Other Activities	
Create draft features list for next Release/Delivery Plan.	PM
Schedule Post-Mortem meeting.	PM
Verify copyright, license, and other legal materials have been reviewed; schedule and announce release of software.	PM

4.2.2 Tasks and Duration

From start to finish, Magnetic Autocontrol USA's work on this project will take 1 business day (8 hours).

The training agenda for the 1 day technical training class includes the following tasks as they relate to the MPP and MPS Gates.

- Setup
- Maintenance
- Troubleshooting

Table 4-6 shows the task name and its duration for the Work to be performed by Magnetic Autocontrol USA.

Table 4-6: Task and Duration of Work to be Performed - Magnetic Autocontrol USA

Task Name	Duration
Magnetic Autocontrol MPP 'Pivot/Tripod' Gates Training <ul style="list-style-type: none"> • Features Overview • Key Components Overview • Accessing the Electro-Mechanical Elements • Controller and Programming • Power Transformer, Solenoids and Actuators • Miscellaneous Mechanical Elements • Troubleshooting • Periodic Maintenance and Cleaning Guidelines 	2.5 hours
Magnetic Autocontrol MPS 'Swing Arm' Gates Training <ul style="list-style-type: none"> • Features Overview • Key Components Overview • Accessing the Electro-Mechanical Elements • Controller and Programming Gate Stops • Troubleshooting • Periodic Maintenance and Cleaning Guidelines 	2 hours
MagRemote Software Training <ul style="list-style-type: none"> • Software Features Overview <ul style="list-style-type: none"> ○ What it does (and does not do) ○ How it works • Setting Up the Software <ul style="list-style-type: none"> ○ Network Connectivity ○ Gate Detail/Configuration/Setup Screens ○ Lane View/Directional Traffic Flow Setup • Status Screen Overview • Troubleshooting 	2.5 hours

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5 Project Deliverables

TransCore will produce a Test Plan detailing the objectives, internal testing and witnessed testing to be completed for all project related software or hardware. Detailed test procedures will be created to demonstrate the newly added functionality and display reports.

Test Plan documentation will be submitted as draft, draft-final, and final iterations. The City will review the draft and draft final submittals and provide comments. TransCore will respond to each comment and indicate whether or not the testing procedures will be updated to reflect that comment.

The objective of the Test Plan is to ensure the turnstile application is thoroughly tested to verify the application's integrity, reliability, functionality, and compliance as described in this Scope of Work.

Once all testing is complete, we will provide a test report to the City showing the results of the test, any anomalies identified, an analysis of problems observed, and the corrective action and any retests necessary to successfully complete the test. If there are any items that require retesting, TransCore and the City will arrive at an agreement on the action required to correct the discrepancy and the schedule for retesting.

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6 Project Milestones

Table 6-1 shows the percentage of payment owed per phase of Work complete.

Table 6-1: Percentage of Payment Owed Per Phase of Work Complete

	Phase I	Phase II	Phase III	Phase IV
Price Item	NTP	Equipment Delivery	Installation and Testing	Final Acceptance and Documentation Approval
Administration				
Mobilization	100%	–	–	–
Project Management	25%	35%	40%	–
Hardware Installation/Testing				
Hardware	25%	40%	25%	10%
Installation/Testing	10%	25%	55%	10%
Software Design/Deployment				
Software Design/Deployment	25%	35%	40%	–

Table 6-2 shows the prices and totals for the items by phase for the Work required for this project.

Table 6-2: Prices and Totals for the Items by Phase

	Phase I	Phase II	Phase III	Phase IV	
Price Item	NTP	Equipment Delivery	Installation and Testing	Final Acceptance and Documentation Approval	Totals
Administration					
Mobilization	\$ 47,381.12				\$ 47,381.12
Project Management	\$ 20,637.26	\$ 28,892.16	\$ 33,019.61		\$ 82,549.03
Hardware Installation/Testing					
Hardware	\$ 102,354.87	\$ 163,767.78	\$ 102,354.87	\$ 40,941.95	\$ 409,419.46
Installation/Testing	\$ 3,498.00	\$ 8,745.00	\$ 19,239.01	\$ 3,498.00	\$ 34,980.01
Software Design/Deployment					
Software Design	\$ 24,032.35	\$ 33,645.29	\$ 38,451.76		\$ 96,129.41
Totals	\$ 197,903.60	\$ 235,050.24	\$ 193,065.25	\$ 44,439.95	\$ 670,459.03

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City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Horacio De Leon, Interim City Manager

Initiated By: Horacio De Leon

Staff Source: Clarissa Rangel, Executive Assistant to the City Manager

SUBJECT

Authorizing the City Manager to make a \$5,000.00 sponsorship to the 2017 Laredo Honor Flight Veterans who are partnering with the San Antonio de Valero Honor Flight; previously approved by Council in February 2016. Funding is available in General Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

At the February 16, 2016 Council Meeting, Council approved to donate \$5,000.00 annually for the Honor Flight for Laredo Veterans.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve this Motion.

Fiscal Impact

Fiscal Year: 2017

Budgeted Y/N?: Y

Source of Funds:

Account #: 101-1100-513-5677

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Horacio De Leon, Interim City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer; Robert Murillo, P.E., Traffic Engineer

SUBJECT

Consideration for approval of award of construction contract to the lowest bidder ALC Construction, Inc., Laredo, Texas, in the amount of \$249,618.75 (alternate no. 1 which is the base bid minus in-house components including asphalt and seal coat by Public Works and stripping and signage by the Traffic Department) for the International Boulevard at San Isidro Parkway – Roundabout Project with a construction contract time of ninety (90) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for October 2017. Funding is available in the 2015 Certificate of Obligation Bond.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The project consists of conversion of the T intersection at International Boulevard and San Isidro Parkway into a single lane roundabout with a continuous South to North bypass lane along International Boulevard. This project consists of removal and disposal of existing curb and gutter, asphalt, base and sidewalk, installation of 220 LF of 24" RCP, 5' slotted inlets, 1,950 LF of Type "A" curb and gutter, 215 LF of Type "C" modified curb and gutter, 150 LF of stand-up curb, 7,600 SF of stained concrete, 3,500 SY of Type "D" HMAC, traffic management, and related site and SW3P improvements.

Plans and specifications were prepared by Crane Engineering Corporation, Laredo, Texas.

Three (3) bids were received at the City Secretary's Office at 4:00 P.M. on Tuesday, May 16, 2017, and publicly opened, read, and taken under advisement on Wednesday, May 17, 2017, at 10:00 A.M. as follows:

Contractor (s)	Base Bid	Alternate No. 1 (Exclude in-house components including asphalt and seal coat by Public Works and stripping and signage by the Traffic Department)
ALC Construction, Inc. Laredo, Texas	\$312,463.75	\$249,618.75
Davila Construction, Inc. San Antonio, Texas	\$448,825.00	\$346,315.00
ABBA Construction, LLC. Laredo, Texas	\$453,787.60	\$362,035.60

The bid and bid bonds for ALC Construction, Inc., Laredo, Texas, were checked and found to be in order. Staff therefore concurs with consultant and recommends award in the amount of \$249,618.75 (alternate no. 1 which is the base bid minus in-house components including asphalt and seal coat by Public Works and stripping and signage by the Traffic Department) to the lowest bidder ALC Construction, Inc., Laredo, Texas.

Construction contract time is ninety (90) calendar days after notice to proceed is issued. Completion date for the project is scheduled for October 2017.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #: 469-9853-535-9712

Change Order: Exceeds 25% Y/N:

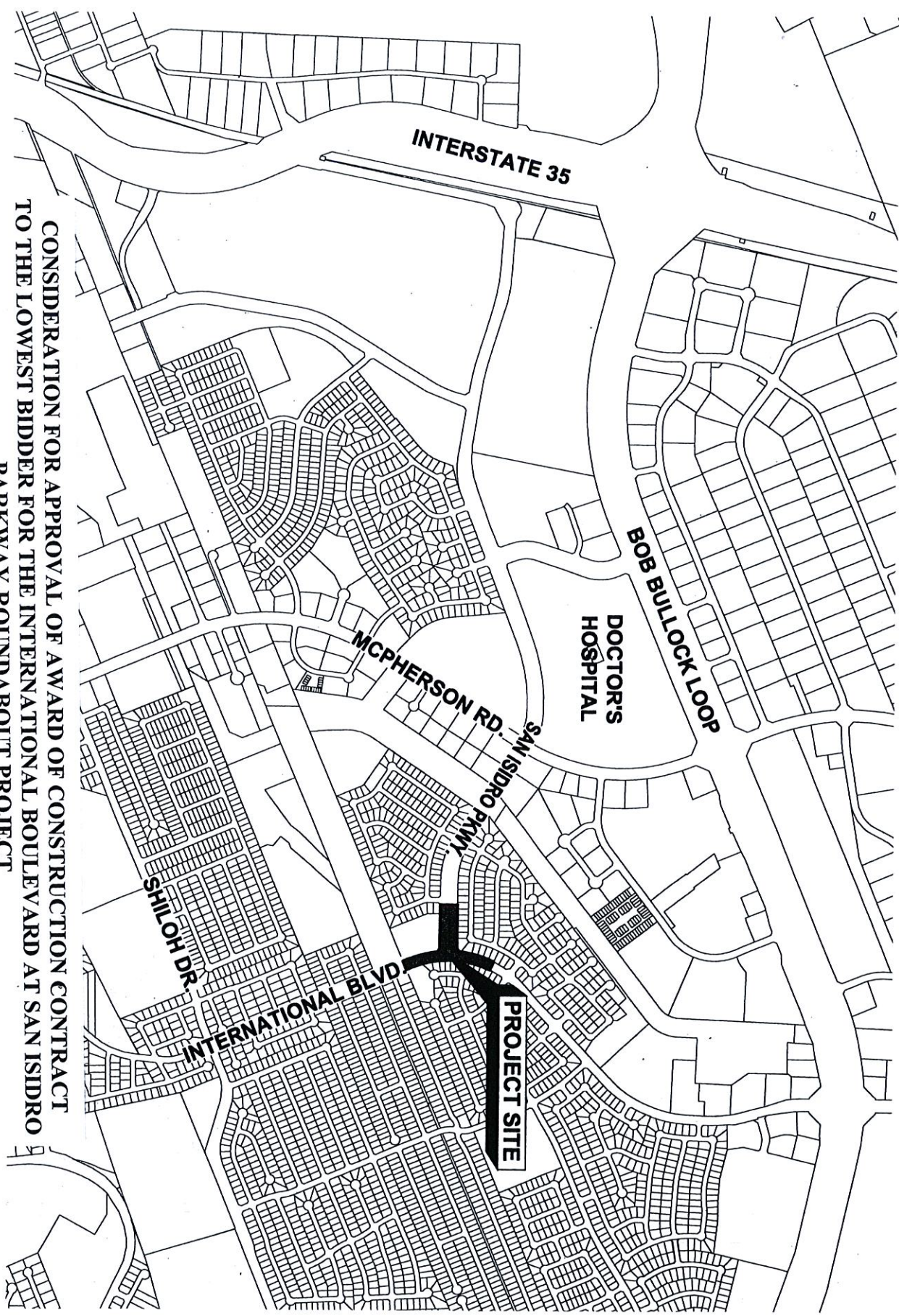
FINANCIAL IMPACT:

Funding is available in the 2015 CO Bond

Account Number: 469-9853-535-9712

Attachments

Site Map Bid Tab. and Bid by ALC Construction, Inc.



CONSIDERATION FOR APPROVAL OF AWARD OF CONSTRUCTION CONTRACT
TO THE LOWEST BIDDER FOR THE INTERNATIONAL BOULEVARD AT SAN ISIDRO
PARKWAY-ROUNDAABOUT PROJECT

City Council Meeting
June 5, 2017

CITY OF LAREDO
ENGINEERING DEPARTMENT
1100 NORTH Z. ST. SUITE 200 LAREDO, TEXAS 78401-1608

AGENDA ITEM

City of Laredo
International Blvd. at San Isidro Parkway Roundabout
Bid Tabulation

Updated 5/23/17
5/17/17

I. Street Improvements

Item #	Description	Estimated Quantity	Unit	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Mobilization and Bonding	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00
2	Traffic Management	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 18,000.00	\$ 18,000.00	\$ 17,000.00	\$ 17,000.00
3	Remove/ Dispose Existing Concrete & ADA Ramp	515	SF	\$ 5.00	\$ 2,575.00	\$ 4.00	\$ 2,060.00	\$ 9.60	\$ 4,944.00
4	Remove/ Dispose Curb and Gutter	1,132	LF	\$ 5.00	\$ 5,660.00	\$ 15.00	\$ 16,980.00	\$ 14.40	\$ 16,300.80
5	Remove/Dispose Existing Asphalt and Base	1,680	SY	\$ 9.00	\$ 15,120.00	\$ 14.00	\$ 23,520.00	\$ 8.40	\$ 14,112.00
6	Remove/ Relocate Existing Planter	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 2,800.00	\$ 2,800.00	\$ 10,000.00	\$ 10,000.00
7	Type "A" Curb and Gutter	1,950	LF	\$ 16.00	\$ 31,200.00	\$ 20.00	\$ 39,000.00	\$ 16.00	\$ 31,200.00
8	Type "C" Modified Curb and Gutter	215	LF	\$ 16.00	\$ 3,440.00	\$ 20.00	\$ 4,300.00	\$ 26.40	\$ 5,676.00
9	Stand-Up Curb	150	LF	\$ 16.00	\$ 2,400.00	\$ 18.00	\$ 2,700.00	\$ 24.00	\$ 3,600.00
10	8" Stained Concrete (Truck Apron)	2,000	SF	\$ 9.00	\$ 18,000.00	\$ 17.00	\$ 34,000.00	\$ 21.60	\$ 43,200.00
11	4" Concrete (Central Island)	1,525	SF	\$ 5.75	\$ 8,768.75	\$ 7.00	\$ 10,675.00	\$ 12.00	\$ 18,300.00
12	4" Stained Concrete (Splitter Island)	4,165	SF	\$ 7.00	\$ 29,155.00	\$ 10.00	\$ 41,650.00	\$ 8.00	\$ 33,320.00
13	4" Black Base	281	SY	\$ 30.00	\$ 7,830.00	\$ 53.00	\$ 13,833.00	\$ 66.00	\$ 17,226.00
14	2" Type D HMA	3,450	SY	\$ 15.00	\$ 51,900.00	\$ 26.00	\$ 89,960.00	\$ 21.00	\$ 72,660.00
15	Prime Coat	261	SY	\$ 2.50	\$ 652.50	\$ 2.00	\$ 522.00	\$ 4.80	\$ 1,252.80
16	Seal Coat	620	SY	\$ 4.75	\$ 2,945.00	\$ 2.50	\$ 1,550.00	\$ 6.60	\$ 4,092.00
17	Concrete Sidewalk	590	SF	\$ 5.25	\$ 3,097.50	\$ 7.00	\$ 4,130.00	\$ 8.40	\$ 4,956.00
18	ADA Ramp Type 1	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 1,650.00	\$ 3,300.00	\$ 2,500.00	\$ 5,000.00
19	Pedestrian Refuge	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 20,000.00	\$ 20,000.00
20	Striping & Signage	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 11,000.00	\$ 11,000.00	\$ 15,000.00	\$ 15,000.00
21	Trenching for Street Lights	1,250	LF	\$ 12.00	\$ 15,000.00	\$ 6.50	\$ 8,125.00	\$ 8.40	\$ 10,500.00
22	4" PVC Sch 40 Conduits	150	LF	\$ 20.00	\$ 3,000.00	\$ 20.00	\$ 3,000.00	\$ 18.00	\$ 2,700.00
23	Irrigation Relocation Allowance	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
24	Tree Protection	4	EA	\$ 400.00	\$ 1,600.00	\$ 275.00	\$ 1,100.00	\$ 500.00	\$ 2,000.00
Total Street Improvements					\$ 235,743.75		\$ 370,705.00		\$ 383,039.60

II. Storm Water / Pollution Prevention

Item #		Description		Estimated Quantity	Unit	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
25	24" Class III RCP			224	LF	\$ 130.00	\$ 29,120.00	\$ 100.00	\$ 22,400.00	\$ 120.00	\$ 26,880.00
26	5' Slotted Curb Inlet Type A			6	EA	\$ 5,000.00	\$ 30,000.00	\$ 5,000.00	\$ 30,000.00	\$ 4,200.00	\$ 25,200.00
27	Concrete Flume			150	SF	\$ 20.00	\$ 3,000.00	\$ 10.00	\$ 1,500.00	\$ 10.80	\$ 1,620.00
28	Concrete Wash pit			1	EA	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
29	Silt Fence			720	LF	\$ 5.00	\$ 3,600.00	\$ 6.00	\$ 4,320.00	\$ 8.40	\$ 6,048.00
30	Curb Inlet Protection			8	EA	\$ 300.00	\$ 2,400.00	\$ 950.00	\$ 7,600.00	\$ 500.00	\$ 4,000.00
31	Gravel Filter Bags			2	EA	\$ 300.00	\$ 600.00	\$ 350.00	\$ 700.00	\$ 500.00	\$ 1,000.00
32	4' x 4' Concrete Junction Box			1	EA	\$ 5,000.00	\$ 5,000.00	\$ 9,100.00	\$ 9,100.00	\$ 4,500.00	\$ 4,500.00
Total Storm Water							\$ 76,720.00		\$ 78,120.00		\$ 70,748.00

Total Base Bid ALC Construction Davila ABBA
\$ 312,463.75 \$ 448,825.00 \$ 453,787.60

III. Deduct Alternate #1

Item #	Description	Estimated Quantity	Unit	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
14	2" Type D HMA	3,460	SY	\$ (15.00)	\$ (51,900.00)	\$ (26.00)	\$ (89,960.00)	\$ (21.00)	\$ (72,660.00)
16	Seal Coat	620	SY	\$ (4.75)	\$ (2,945.00)	\$ (2.50)	\$ (1,550.00)	\$ (6.60)	\$ (4,092.00)
20	Striping & Signage	1	LS	\$ (8,000.00)	\$ (8,000.00)	\$ (11,000.00)	\$ (11,000.00)	\$ (15,000.00)	\$ (15,000.00)
Total Deduct Alternate #1					\$ (62,845.00)		\$ (102,510.00)		\$ (91,752.00)

Total Base Bid - Deduct Alternate #1 ALC Construction Davila ABBA
\$ 249,618.75 \$ 346,315.00 \$ 362,035.60

5/23/17



CRANE ENGINEERING CORP.
1310 Junction Drive, Suite B
Laredo, Texas 78041
(956) 712-1996
Firm Registration # F-3353



May 9, 2017

#3,

Addendum #1

**Re: City of Laredo
International Boulevard at San Isidro Parkway Roundabout Intersection**

All contractors, holders of plans and specifications, and all interested parties to the referenced project are hereby notified of the following revisions to the plans and/or specifications of the above referenced project:

- Clarification to Plans & Specifications
 - Section A-9 – Contractor's and Subcontractor's Insurance
 - Subcontractor's insurance is required prior to commencing work on project, but not required as part of bid submittal.
 - Builder's Risk Insurance is not required for this project.
 - Section B-4 – Inspection by City
 - Due to this project being subject to a calendar day timeline, the contractor will not be responsible for costs associated with inspection beyond normal City working hours.
 - Sheet 17 – Project Details
 - Stained Concrete (Color 1) to be Majestic Ashlar Stamp Color to be "Brick Red U34" or approved equal. Provide color swatch to City for final selection; Contractor to provide sample in field prior to overall application.
 - Stained Concrete (Color 2) to be graded rock salt texture by Butterfield Color – Decorative Concrete Products or approved equal. Color to be "Weathered Terracotta U31" or approved equal. Provide color swatch to City for final selection; Contractor to provide sample in field prior to overall installation.
- 2) Revision to Plans & Specifications
 - Section A-5 – Bid Schedule
 - Replace Bid Schedule with revised provided herein.
 - Sheet 01 – Title Page
 - See revised basis of estimate on Title Page provided herein.
 - Sheet 06 & 07- Proposed Stormwater Management Plan & Proposed Stormwater Management Profiles
 - See revised plan sheets provided herein replacing 24" pipe to 24" pipe connection with junction box. 24" pipe to 48" pipe connection to remain.

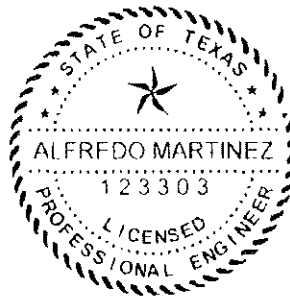
- Sheet 11 – Traffic Control Plan Phase 2
 - See revised plan provided herein providing clarifying construction phase for construction of Stormwater Management Line “A”.
- Sheet 17 – Project Details
 - See revised plan provided herein providing additional slopes and clarification on dowel size/spacing.

Addendum #1 is being submitted to all contractors, holders of plans and specifications, plan rooms, and all interested parties to the project and acknowledgement of same is required on the proposal forms. Bids remain due on **Tuesday, May 16, 2017 at 4:00 P.M.**

Recommended By:

CRANE ENGINEERING CORP.
Firm # F-3353

Alfredo Martinez, P.E., CFM
Project Engineer





**CRANE
ENGINEERING**
CIVIL · PUBLIC WORKS · PLANNING · HYDROLOGY

Edward D. Garza, P.E., CFM
President
Alfredo Martinez, P.E., CFM

May 12, 2017

Addendum #2

**Re: City of Laredo
International Boulevard at San Isidro Parkway Roundabout Intersection**

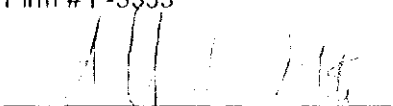
All contractors, holders of plans and specifications, and all interested parties to the referenced project are hereby notified of the following revisions to the plans and/or specifications of the above referenced project:

- Clarification to Plans & Specifications
 - Section C-6.08 – Construction Stakes
 - Construction staking shall be furnished by the Engineer. Any missing construction stakes which have been destroyed by the different utility companies, vandals and/or the contractor at the time of construction will be replaced by the contractor at his own expense.

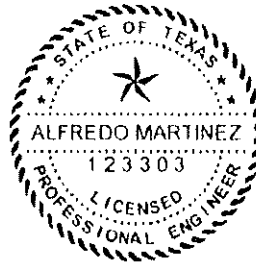
Addendum #2 is being submitted to all contractors, holders of plans and specifications, plan rooms, and all interested parties to the project and acknowledgement of same is required on the proposal forms. Bids remain due on **Tuesday, May 16, 2017 at 4:00 P.M.**

Recommended By:

CRANE ENGINEERING CORP.
Firm # F-3353



Alfredo Martinez, P.E., CFM
Project Engineer



SECTION A-4
INFORMATION TO CONTRACTORS

Project: International Boulevard at San Isidro Parkway Roundabout Intersection

The Contractor's attention is directed to Special Provision 000-6233, "Important Notice to Contractors", and "Statement of Materials and Other Charges" which will be included in all projects, beginning with the September, 1991 letting. These establish the procedures whereby the Contractor will be permitted to obtain an exemption from the sales tax on certain materials. See Comptroller's Rule 3.291 and Texas Tax Code, Chapter 151, as amended by House Bill Number 11, acts 1991, 72nd Legislature, First Called Session. The Contractor will be required to separate the charges for materials from all other charges and will be furnished an Exemption Certificate for each contract by the Department. Also the Contractor must issue resale certificates to suppliers. Sales tax permit applications and information regarding resale certificates may be obtained by calling the State Comptrollers' toll free number 1-800-252-5555.

SPECIAL PROVISION

No. 000-6233

IMPORTANT NOTICE TO CONTRACTORS

The Contractor's attention is directed to Rule 3.291, paragraphs (a) (1), defining separated contracts, subsection (b) (3) discussing separated contracts, and subsection (c) discussing exempt contracts. Reference: Texas Tax Code, Chapter 151.

Contractors should note those organizations in subsection (c) that the rule shows as being exempt no longer qualify for the exemption. The rule states that contractors improving realty for organizations listed in Texas Tax Code 151.309 and 151.310 are exempt from tax. **THIS IS NO LONGER TRUE EFFECTIVE WITH CONTRACTS SIGNED ON OR AFTER AUGUST 15, 1991.**

Only those contracts with school districts and nonprofit hospitals qualify for the exemption discussed in subsection (c) of Rule 3.291.

The Comptroller is amending the rule to reflect this change.

If the low bidder elects to operate under a separated contract as defined by Rule 3.291, by obtaining the necessary permits from the State Comptroller's office allowing the purchase of materials for incorporation in this project without having to pay the Limited Sales and Use Tax at the time of purchase, the low bidder shall identify separately from all other charges the total agreed contract price for materials incorporated into the project. This form shall be filled out by the low bidder in each of the two bound copies of the contract. Total materials shall only include materials physically incorporated into the realty.

If the Contractor operates under a "separated contract", the Department will furnish the Contractor with an exemption certificate for the applicable materials.

In order to comply with the requirements of Rule 3.291, as mentioned above, it will be necessary for the Contractor to obtain a sales tax permit.

It will also be necessary that the contractor issue resale certificates to his suppliers.

Sales tax application for a sales tax permit and information regarding resale certificates may be obtained by writing to:

Comptroller of Public Accounts
Capital Station
Austin, Texas 78774

The Contractor may also receive information or request sales tax permit applications by calling the State Comptrollers' toll free number 1-800-252-5555.

Subcontractors are eligible for sales tax exemption if the subcontract is made in such manner that the charges for materials are separated from all other charges. The procedure described above will effect a satisfactory separation. When subcontractors are handled in this manner, the Contractor must issue a resale certificate to the subcontractor and the subcontractor, in turn, must issue a resale certificate to his supplier.

STATEMENT OF MATERIALS AND OTHER CHARGES**Project: International Boulevard at San Isidro Parkway Roundabout Intersection**

MATERIALS INCORPORATED INTO THE PROJECT:	\$ <u>93,739.13</u>
ALL OTHER CHARGES:	\$ <u>218,724.62</u>
*TOTAL	\$ <u>312,463.75</u>

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

**SECTION A-5
PROPOSAL**

To: The City of Laredo, Texas

Honorable Pete Saenz, Mayor

From: ALC Construction Inc.
Contractor

Address: 3706 Flores Ave.

Phone: (956)237-2369

Fax: N/A

PROJECT: International Boulevard at San Isidro Parkway Roundabout Intersection

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 decreased, 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 #1: DA 5/16/17

Addendum #2: DA 5/16/17

Addendum #3: _____

Addendum #4: _____

Addendum #5: _____

Acknowledgment of other documents: (Please initial and date)

Wage Determination: DA 5/16/17

Labor Provisions: DA 5/16/17

Affirmative Action Program: DA 5/16/17

Project: International Boulevard at San Isidro Parkway Roundabout Intersection

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS { }
COUNTY OF WEBB { }

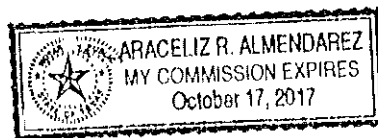
Daniel Alvarado being first duly sworn,
deposes and says that he is President of ALC Construction Inc (a Partner or Officer of the
firm of, etc.)

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.

Daniel Alvarado
Signature of

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 16th day of May, 2017.



Araceliz R. Almendarez
Notary Public

My Commission Expires:

10/17/2017

**INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL**

PROJECT: International Boulevard at San Isidro Parkway Roundabout Intersection

- I. Are you registered to do business with the City of Laredo? X Yes No
- II. If you are registered to do business with the City of Laredo, have you completed the Traffic Management Safety Course offered through the City of Laredo?

 X Yes Date of Completion 10 / 31 / 2009
 No

- III. Statement of Qualifications: (Similar Projects Completed by Bidder)

- 1) Name of Project: _____
 Value of Contract: _____
 Date Completed: _____
 Owner Contact Info: _____
- 2) Name of Project: **Please see Attached Sheet**
 Value of Contract: _____
 Date Completed: _____
 Owner Contact Info: _____
- 3) Name of Project: _____
 Value of Contract: _____
 Date Completed: _____
 Owner Contact Info: _____

Experience Data: (Include name and experience record of the Superintendent)

Ruben Lopez 15 Years of Experience

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

I agree to submit a financial statement only if the owner deems it necessary.

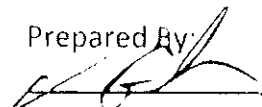
NOTE: TO BE SUBMITTED UPON REQUEST

IS NOT AN ACCEPTABLE ANSWER

ALC Construction Projects
July 2012 to August 2016

Awarded by City	Accepted by City	Project Name	Contract Time
6/4/2012	8/6/2012	El Metro ADA Sidewalks and Ramps Project No. 50 (5 Blocks-District VII)	50 Working Days
8/6/2012	10/1/2012	El Metro ADA Sidewalks and Ramps Project No. 51 (6 Blocks-District III)	50 Working Days
2/22/2011	1/22/2013	Canal Street Drainage and Wastewater Improvements	150 Working Days
2/4/2013	3/18/2013	El Metro ADA Sidewalks and Ramps Project No. 53 (4 Blocks-District VI)	30 Working Days
1/22/2013	3/18/2013	El Metro ADA Sidewalks and Ramps Project No. 54 (6 Blocks-District VIII)	30 Working Days
3/18/2013	6/17/2013	CDBG Cecilia Moreno Park Canopies (2)-District V	75 Working Days
3/18/2013	8/5/2013	CDBG East Hachar Elementary School Soft Walking Track-District II	50 Calendar Days
4/15/2013	10/7/2013	CDBG Sidewalks and ADA Improvements within the Downtown Area Ph I & Ph II	130 Working Days
9/16/2013	11/4/2013	El Metro ADA Sidewalks and Ramps Project No. 59 (6 Blocks-District VII)	30 Working Days
11/18/2013	1/21/2014	Ryan Elementary School Gym	60 Working Days
10/21/2013	1/21/2014	CDBG Sidewalks City Wide Project No. 56 (26 Blocks-District VII)	60 Working Days
10/21/2013	3/17/2014	El Metro ADA Sidewalks and Ramps Project No. 60 (6 Blocks-City Wide)	60 Working Days
11/18/2013	3/17/2014	CDBG Sidewalks City Wide Project No. 57 (19.5 Blocks-District V)	70 Working Days
2/18/14	10/20/14	Farias Boxing Gym (Marcos J. Aranda Recreation and Boxing Center)	180 Calendar Days
4/21/2014	6/16/2014	Bartlett Avenue Sidewalks (Hillside Road to Gale Street)	30 Working Days
12/01/14	12/7/15	City of Laredo Municipal Housing Elderly Rental Apartments	210 Calendar Days
5/18/15	10/5/15	CDBG Dryden Park Soccer Field Improvements	80 Working Days
6/15/15	12/7/15	CDBG El Eden Multipurpose	80 Calendar Days
8/17/15	11/16/15	CDBG Roberto Llano Track Improvements	60 Calendar Days
3/21/16	8/15/16	El Metro Operations and Maintenance Facility-401 Scott Street Repair/Reconstruction and/or Replacement of Concrete Slabs and Construction Joints	150 Calendar Days

Prepared By:


Rogelio Rivera, P.E.
City Engineer

Date:

9/29/16

PROJECT: International Boulevard at San Isidro Parkway Roundabout Intersection

Proposed Progress Schedules:

Proposed schedule will be as required by the City of Laredo.

Data on Equipment to be used on the Work:
(Include the number of machines, the type, capacity, age and conditions and location)

See attached sheet

Subcontractors:

(Submit a list of proposed Subcontractors. List sources, types and manufacturers of proposed materials)

Material Supplier:

-RNR Rebar

-Somar

-Laredo Ready Mix

MORE TO BE ANNOUNCED

**NOTE: TO BE SUBMITTED UPON REQUEST
IS NOT AN ACCEPTABLE ANSWER**

ALC Equipment

Vehicle	Year	Make	Model
Dump Truck	1991	INTL	930
Back Hoe	2006	CAT	416D
Skyloader	2007	CAT	436B
Pick up	2001	Silverado	1500
Pick up	2006	Ford	F350

ALL OTHER EQUIPMENT NECESSARY WILL BE RENTED OUT

CITY OF LAREDO
INTERNATIONAL BOULEVARD AT SAN ISIDRO PARKWAY ROUNDABOUT INTERSECTION
BID SCHEDULE

I. Street Improvements

Item #	Description	Estimated Quantity	Unit	Unit Price	Extended
1	Mobilization & Bonding, complete in place at <u>Five-Thousand Dollars</u> per unit.	1	LS	\$ 5,000.00	\$ 5,000.00
2	Traffic Management, complete in place at <u>Seven-Thousand Five-Hundred Dollars</u> per unit.	1	LS	\$ 7,500.00	\$ 7,500.00
3	Remove / Dispose Existing Concrete & ADA Ramp, complete in place at <u>Five Dollars</u> per unit.	515	SF	\$ 5.00	\$ 2,575.00
4	Remove / Dispose Curb and Gutter, complete in place at <u>Five Dollars</u> per unit.	1,132	LF	\$ 5.00	\$ 5,660.00
5	Remove / Dispose Existing Asphalt and Base, complete in place at <u>Nine Dollars</u> per unit.	1,680	SY	\$ 9.00	\$ 15,120.00
6	Remove / Relocate Existing Planter, complete in place at <u>Three - Thousand Dollars</u> per unit.	1	LS	\$ 3,000.00	\$ 3,000.00
7	Type "A" Curb and Gutter, complete in place at <u>Sixteen Dollars</u> per unit.	1,950	LF	\$ 16.00	\$ 31,200.00
8	Type "C" Modified Curb and Gutter, complete in place at <u>Sixteen Dollars</u> per unit.	215	LF	\$ 16.00	\$ 3,440.00
9	Stand Up Curb, complete in place at <u>Sixteen Dollars</u> per unit.	150	LF	\$ 16.00	\$ 2,400.00
10	8" Stained Concrete (Truck Apron), complete in place at <u>Nine Dollars</u> per unit.	2,000	SF	\$ 9.00	\$ 18,000.00
11	4" Concrete (Central Island), complete in place at <u>Five Dollars & Seventy-Five Cents</u> per unit.	1,525	SF	\$ 5.75	\$ 8,768.75

12	4" Stained Concrete (Splitter Island), complete in place at _____ <u>Seven Dollars</u> _____ per unit.	4,165	SF	\$ 7.00	\$ 29,155.00
13	4" Black Base, complete in place at _____ <u>Thirty Dollars</u> _____ per unit.	261	SY	\$ 30.00	\$ 7,830.00
14	2" Type "D" HMAC, complete in place at _____ <u>Fifteen Dollars</u> _____ per unit.	3,460	SY	\$ 15.00	\$ 51,900.00
15	Prime Coat, complete in place at _____ <u>Two Dollars & Fifty Cents</u> _____ per unit.	261	SY	\$ 2.50	\$ 652.50
16	Seal Coat, complete in place at _____ <u>Four Dollars & Seventy-Five Cents</u> _____ per unit.	620	SY	\$ 4.75	\$ 2,945.00
17	4" Concrete Sidewalk, complete in place at _____ <u>Five Dollars & Twenty-Five Cents</u> _____ per unit.	590	SF	\$ 5.25	\$ 3,097.50
18	ADA Ramp Type 1, complete in place at _____ <u>One-Thousand Two-Hundred Dollars</u> _____ per unit.	2	EA	\$ 1,200.00	\$ 2,400.00
19	Pedestrian Refuge Sidewalk, complete in place at _____ <u>Two-Thousand Five-Hundred Dollars</u> _____ per unit.	1	EA	\$ 2,500.00	\$ 2,500.00
20	Striping & Signage, complete in place at _____ <u>Eight-Thousand Dollars</u> _____ per unit.	1	LS	\$ 8,000.00	\$ 8,000.00
21	Trenching for Street Lights, complete in place at _____ <u>Twelve Dollars</u> _____ per unit.	1,250	LF	\$ 12.00	\$ 15,000.00
22	4" Grey PVC Sch 40 Conduit for AEP, complete in place at _____ <u>Twenty Dollars</u> _____ per unit.	150	LF	\$ 20.00	\$ 3,000.00
23	Irrigation Relocation Allowance, complete in place at _____ <u>Five-Thousand Dollars</u> _____ per unit.	1	LS	\$5,000	\$5,000
24	Tree Protection, complete in place at _____ <u>Four-Hundred Dollars</u> _____ per unit.	4	EA	\$ 400.00	\$ 1,600.00
Total Street Improvements				\$235,743.75	

II. Storm Water / Pollution Prevention

Item #	Description	Estimated Quantity	Unit	Unit Price	Extended
25	24" Class III RCP, complete in place at <u>One-Hundred Thirty Dollars</u> per unit.	224	LF	\$ 130.00	\$ 29,120.00
26	5' Slotted Curb Inlet Type "A", complete in place at <u>Five-Thousand Dollars</u> per unit.	6	EA	\$ 5,000.00	\$ 30,000.00
27	Concrete Flume, complete in place at <u>Twenty Dollars</u> per unit.	150	SF	\$ 20.00	\$ 3,000.00
28	Concrete Wash Pit, complete in place at <u>Three-Thousand Dollars</u> per unit.	1	EA	\$ 3,000.00	\$ 3,000.00
29	Silt Fence, complete in place at <u>Five Dollars</u> per unit.	720	LF	\$ 5.00	\$ 3,600.00
30	Curb Inlet Protection, complete in place at <u>Three-Hundred Dollars</u> per unit.	8	EA	\$ 300.00	\$ 2,400.00
31	Gravel Filter Bags, complete in place at <u>Three-Hundred Dollars</u> per unit.	2	EA	\$ 300.00	\$ 600.00
32	4' x 4' Concrete Junction Box, complete in place at <u>Five-Thousand Dollars</u> per unit.	1	EA	\$ 5,000.00	\$ 5,000.00
Total Storm Water / Pollution Prevention				\$ 76,720.00	

Total Base Bid: \$ 312,463.75

Written in Words: Three-Hundred Twelve-Thousand Four-Hundred Sixty-Three &

Seventy-Five Cents

III. Deduct Alternate #1

Item #	Description	Estimated Quantity	Unit	Unit Price	Extended
14	2" Type "D" HMAC, complete in place at <u>Fifteen Dollars</u> per unit.	3,460	SY	<\$ 15.00>	<\$ 51,900.00>
16	Seal Coat, complete in place at <u>Four Dollars & Seventy-Five cents</u> per unit.	620	SY	<\$ 4.75 >	<\$ 2,945.00 >

20	Striping & Signage, complete in place at <u>Eight-Thousand Dollars</u> _____ per unit.	1	LS	<\$ 8,000.00 >	<\$ 8,000.00 >
Total Deduct Alternate #1				<\$ 62,845.00	>

Total Base Bid – Deduct Alternate #1: \$ 249,618.75

Written in Words: Two-Hundred Forty-Nine-Thousand Six-Hundred-Eighteen Dollars

& Seventy-Five Cents

This undersigned bidder certifies that he has currently checked the bid prices contained herein and is entirely satisfied that they are correct and final.

BIDDER: ALC Construction Inc
 BY: Daniel Alvarado
 TITLE: President
 ADDRESS: 3706 Flores Ave.
 CITY/STATE/ZIP: Laredo, TX, 78041
 TELEPHONE: (956)237-2369

NOTE #1 - PAY ITEMS: All items shall consist of furnishing all materials, labor, equipment, superintendence, and all necessary work to undertake and complete the pay item without any further compensation, adjustment, or consideration.

NOTE #2 – GENERAL NOTE: All bid items will be paid for when complete, in place, tested, and accepted by the City of Laredo.



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we ALC Construction Co., Inc.
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 International Boulevard at San Isidro Parkway
Roundabout Project Proj. No. _____

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 May, 2017.

ALC Construction Co., Inc.
(Principal)

BY: [Signature]

TITLE: President

SURETEC INSURANCE COMPANY

BY: [Signature]

Maria Yolarica Lopez, Attorney-in-Fact

ABBA CONSTRUCTION LLC
P.O. BOX 451441
LAREDO, TX 78045

#1

RECEIVED
2017 MAY 16 PM 3:38
CITY SECRETARY'S OFFICE

CITY OF LAREDO
INTERNATIONAL BOULEVARD AT
SAN ISIDRO PARKWAY ROUNDABOUT
INTERSECTION

1110 HOUSTON STREET
LAREDO, TX 78040

To



CITY OF LAREDO
City Secretary's Office
1110 Houston Street 3rd Floor
City Hall Building

SEALED BID FOR:
"International Boulevard at San Isidro
Parkway – Roundabout Project"

BID DUE ON May 16, 2017 @ 4:00pm
BID OPENING ON May 17, 2016 @ 10:00am



Davila Construction Inc.
520 Bonham St.
San Antonio TX. 78205
Office #: 210-224-5887
Fax #: 210-224-5735
tony@davilaconstruction.com

CITY SECRETARY'S OFFICE

MAY 16 PM 3:47

RECEIVED

#2

ALC Construction Inc.
3706 Flores Ave.
Corpus, TX 78411

#3

RECEIVED
MAY 16 PM 2:47
CITY SECRETARY'S OFFICE

International B
San Lsidro B
Foundabout Proj
1110 Houston St.
TX 784

City Council-Regular**Meeting Date:** 06/05/2017**Initiated By:** Horacio De Leon, Interim City Manager**Staff Source:** Rogelio Rivera, P.E., City Engineer; Stephen R. Geiss, Solid Waste Manage

SUBJECT

Consideration for approval of the City of Laredo Landfill Phase 3, Cell 2 as complete, approval of change order no. 1, a decrease of \$149,821.00 for the balance of quantities actually constructed in place, release of retainage and approval of final payment in the amount of \$197,902.34 to 4X Construction Group, Mansfield, Texas. Final construction contract amount is \$3,958,046.75. Funding is available in the 2010 PPFCO, 2013 PPFCO, 2014 PPFCO, 2012A CO and 2015 CO.

PREVIOUS COUNCIL ACTION

On June 20, 2016, City Council awarded a construction contract to the lowest bidder 4X Construction Group, Mansfield, Texas, in the base bid amount of \$4,107,867.75 for the City of Laredo Landfill Phase 3 Cell 2 with a construction contract time of one hundred eighty (180) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents.

BACKGROUND

The original project consisted of construction of City of Laredo Landfill Phase 3 Cell 2. The project involved excavation, engineered fill, and placement of a composite liner over an area approximately fourteen (14) acres in size. The project also included road and drainage improvements, and leachate storage system; all work per requirements of TCEQ's standards as well as Municipal State and Federal standards that apply as defined in the plans and specifications.

Plans and specifications were prepared by Arredondo, Zepeda & Brunz, LLC., Dallas, Texas.

This change order no. 1 is for the balance of quantities actually constructed in place.

Original construction contract amount (Approved by City Council June 20, 2016)	\$4,107,867.75
This change order no. 1	\$(149,821.00)
Final construction contract amount	\$3,958,046.75

The project was completed within the contract time allotted.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year: 2017
Budgeted Y/N?: Yes
Source of Funds: 2010 PPFCO
Account #: 556-9865-535-9301
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available as follows:
2010 PPFCO – Account No. 556-9865-535-9301
2013 PPFCO – Account No. 556-9868-535-9301
2014 PPFCO – Account No. 556-9869-535-9301
2012A CO – Account No. 556-2593-535-9309
2015 CO – Account No. 556-2595-535-9301

Fiscal Year: 2017
Budgeted Y/N?: Yes
Source of Funds: 2013 PPFCO
Account #: 556-9868-535-9301
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2017
Budgeted Y/N?: Yes
Source of Funds: 2014 PPFCO
Account #: 556-9869-535-9301
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2017

Budgeted Y/N?: Yes
Source of Funds: 2012A CO
Account #: 556-2593-535-9309
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2017
Budgeted Y/N?: Yes
Source of Funds: 2015 CO
Account #: 556-2595-535-9301
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Attachments

Change Order No. 1 and Site Map

City of Laredo Engineering Department



Project: City of Laredo Landfill, Phase 3, Cell 2
Contractor: 4X Construction Group, LLC

Change Order No. 1
Agenda Item: June 5, 2017

You are hereby requested to comply with the following changes from the contract plans and specifications. This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

Item No.	Descriptions of Changes in Quantities, Units and Unit Prices	Decrease in Contract Price	Increase in Contract Price
20	Removal of this item (360 SY)	\$ 27,000.00	
25	Reduction in quantity of 555 LF	\$ 8,325.00	
N/A	Reduction of Contingency Item amount	\$ 114,496.00	
Original Contract: \$4,107,867.75		Total Increase:	
Original Contract Time: 150 days		Total Decrease: \$ 149,821.00	
		Net Change: (\$ 149,821.00)	
Justification: Groundwater seepage that delayed grading of cell's western end. Extra work needed to install subdrain system to alleviate groundwater issue. Leachate ponding from Cell 13/14 at northeast corner delayed grading in that area. Extra work to install rain flap system to control Cell 13/14 leachate.			
Contract price including previous change order: \$4,107,867.75		Contract time including change orders: 150 days	
Net decrease: (\$149,821.00)		Net increase resulting from this change order: 30 days	
Current contract price including this change order: \$3,958,046.75		Current contract time including this change order: 180 days	

Recommended by: Date: 5/3/17

Steven B. Humphord
AZ&B, Consultant

Accepted by: Date: 5/3/17

[Signature]
Contractor

Recommended by: Date:

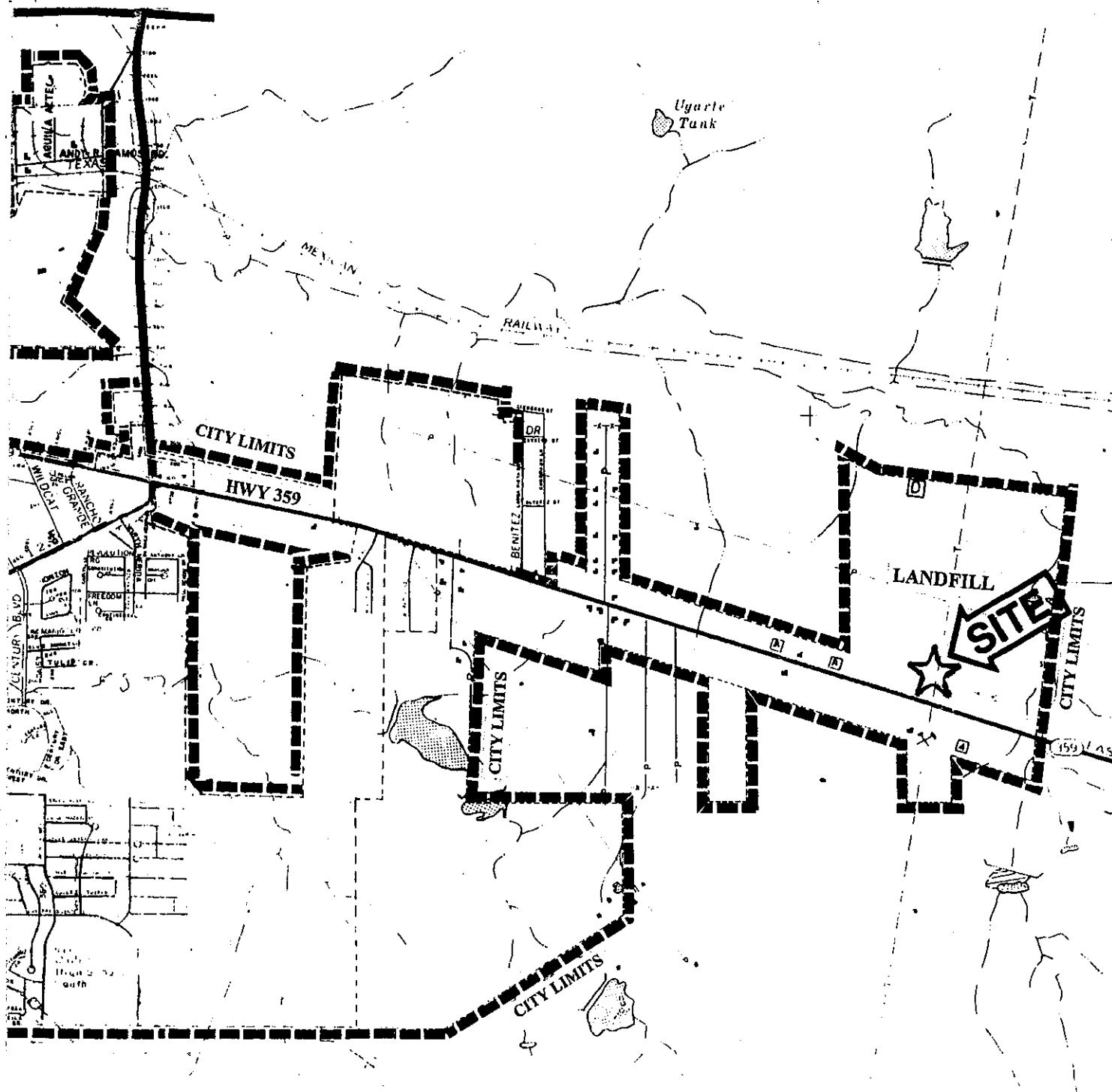
Approved by: Date:

Rogelio Rivera, P.E., RPLS
City Engineer

Horacio De Leon, Interim City Manager

ATTEST: Date:

Heberto L. Ramirez, City Secretary



CONSIDERATION FOR APPROVAL OF THE CITY OF LAREDO LANDFILL PHASE 3 CELL 2
AS COMPLETE, APPROVAL OF CHANGE ORDER No.1, RELEASE OF RETAINAGE
AND APPROVAL OF FINAL PAYMENT

City Council Meeting
June 5, 2017

CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. P.O. BOX 579 PH. 781-7346 FAX (210) 781-7496

AGENDA ITEM

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Horacio De Leon, Interim City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer; Arturo Garcia, CD Director

SUBJECT

Consideration for approval of the CDBG Farias Recreational Area Improvements as complete, release of retainage and approval of final payment in the amount of \$4,770.00 to ALC Construction, Inc., Laredo, Texas. Final construction contract amount is \$47,700.00. Funding is available in the Community Development Fund – 39th Action Year Grant.

PREVIOUS COUNCIL ACTION

On March 20, 2017, City Council awarded a construction contract to the lowest bidder ALC Construction, Inc., Laredo, Texas, in the base bid amount of \$47,700.00 for the CDBG Farias Recreational Area Improvements with a construction contract time of forty (40) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents.

BACKGROUND

The original project consisted of a site installation of a new irrigation system, new seeded landscape and planting ten (10) live oaks tree with bubbler head irrigation on each tree, plus a perimeter fence as required per plans.

Plans and specifications were prepared South Texas Testing Laboratories and Engineering, Laredo, Texas and the project was managed In-House by the Engineering Department.

Original construction contract amount (Approved by City Council on March 20, 2017)	\$47,700.00
Final construction contract amount	\$47,700.00

The project was completed within the contract time allotted.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

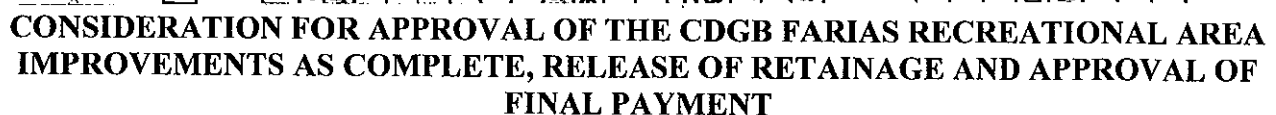
Fiscal Year: 2017
Budgeted Y/N?: Yes
Source of Funds: CDBG 39th Action Year
Account #: 211-0000-206-0100
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the Community Development Fund – 39th Action Year Grant.
Account No. 211-0000-206-0100

Attachments

Site Map



CITY OF LAREDO
ENGINEERING DEPARTMENT

AGENDA ITEM

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Horacio De Leon, Interim City Manager

Initiated By: Horacio De Leon, Acting City Manager

Staff Source: Monica C. Flores, Human Resources Director; Rosa E. Salinas, Human Resources Officer

SUBJECT

Consideration to award contract number FY17-040 to MGM Benefits Group, also known as Benefit Hub for Online Benefit Enrollment Services. MGM Benefits Group will provide online benefit enrollment services that will collect, maintain, transmit, and support the City of Laredo employee benefit programs, which includes, medical, dental, vision, life, disability, deferred compensation plans, and other voluntary benefits. These services will be effective as of June 6, 2017. The term of this contract shall be for an initial period of 3 years with an additional two (2) one (1) year renewal option. Approximate annual cost per year is \$60,000.00 (\$2.00 per employee per month). Funding is available in the Health and Benefits Fund and contingent on future budget allocations.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The Request for Proposal RFP FY 17-040 for the Online Benefit Enrollment services was released on April 7, 2017. Two bids were received:

- 1) Bentek
- 2) MGM Benefits Group "Benefits HUB"

The Employee Benefits Consultant from HUB International evaluated the bids and then requested Best and Final Offer (BAFO). The City evaluation team met with the Employee Benefits Consultant to hear the presentation and recommendation on May 8, 2017. The consultant made a formal recommendation on the best product. Management wants to proceed in taking this item to the City Council for approval.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of motion as presented.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding will be available in the Health & Benefits Fund (660-2035-513.55-88/Support Services)

Attachments

HUB Recommendation Letter

Online Benefit Enrollment Services Chart



201 E. Main Dr., Suite 800
El Paso, TX 79901
P: (915) 206-6052
F: (866) 399-3972
Randy.McGraw@hubinternational.com

Monica Flores
Human Resources Director
City of Laredo
1110 Houston Street
Laredo, TX 78040

Re: RFP FY#17-040, Online Benefit Enrollment System

Dear Ms. Flores,

This letter will outline the observations and rationale relating to the recommendations for award of this RFP for an Online Benefit Enrollment System.

The City does not currently use an online system to collect and maintain benefit enrollment data and its eligibility records. The solicitation was conducted to investigate the cost effectiveness of implementing an online enrollment system which should increase productivity for Human Resources as more records are converted to electronic format as opposed to paper records.

Two companies responded to the solicitation: BenTek based in Palm Beach Gardens, Florida, and MGM based in Richardson, Texas.

The City currently offers benefits to about 2,500 employees. Both respondents offered reasonable pricing for the requested services, however MGM was the overall lowest cost.

	Year 1 Estimated Cost	Year 2 Estimated Cost
BenTek	\$84,500.00	\$79,500.00
MGM	\$60,500.00	\$60,000.00

While cost is an important factor, for electronic record keeping enrollment services, flexibility and coordination of data exchanges with the benefit providers that the City conducts business with is also a very important consideration.

MGM has relationships with the City's current benefit providers, and while BenTek does not, and certainly has the ability to create new data exchanges with new vendors, the set up time and accuracy and testing of new exchanges takes additional time and often includes a period where errors are identified and corrected.

Given the cost consideration, the existing relationships with the City's benefit providers, and the geographic proximity, both the review team as well as myself, recommend MGM for the award of this contract.

If you have any questions, please contact me at 915-206-6052, randy.mcgraw@hubinternational.com.

Respectfully,

Randy McGraw, CEBS
Senior Vice President

**RFP FY 17-040 Online Benefit Enrollment
Total Evaluation Score & Rank**

Company Name							
Module	Bentek				MGM		
Eligibility Maintenance	25	25	25		25	25	25
ACA Reporting	5	5	5		3	4	3
COBRA Administration	5	5	4		5	5	4
Employee Self Service	10	10	10		10	10	10
Reporting Capabilities	15	15	15		15	15	15
Security	9	8	10		10	10	10
Customer Service	7	7	5		10	10	10
Cost	15	15	10		20	20	20
Total Score	91	90	84		98	99	97

MGM Benefits Group ranked #1

Bentek ranked #2

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Robert Eads, Assistant City Manager

Staff Source: John Porter, Environmental Director, Jack Dunn, Fleet Director, Linda Teniente, Acting Risk Manager, Rosario Cabello, Finance Director, Miguel Pescador, Purchasing Agent

SUBJECT

Consideration to ratify the issuance of an emergency purchase order by the City Manager in the amount of \$50,267.52 to Kinloch Equipment 3320 Pasadena Blvd., Pasadena, Texas for the labor and materials due to an accident involving a City of Laredo Environmental Vacuum Truck Unit # 6261; Texas Municipal League (TML) insurance reimbursement has been received. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

none

PREVIOUS COUNCIL ACTION

none

BACKGROUND

On October 21, 2016 a City of Laredo Environmental Vacuum Truck Unit#6261 was involved in an accident between Santa Ursula Ave. and Houston St. A claim was processed by Texas Municipal League (TML) in the amount of \$50,267.52 for reimbursements of damages. After adjustments and \$2,500.00 deductible, reimbursement is \$47,767.02.

COMMITTEE RECOMMENDATION

none

STAFF RECOMMENDATION

It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year: 2017

Budgeted Y/N?: Y

Source of Funds:

Account #: 59328105332023

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the Fleet Maintenance budget.

Attachments

Kinloch Equipment Invoices

TML Checks

Accident report



Kinloch Equipment & Supply, Inc.

Invoice

Invoice Number:

SS019645

Invoice Date:

Mar 30, 2017

Page:

1

Sales Order

Remit to:

3320 Pasadena Blvd.
Pasadena, Texas 77503

Voice: 713-473-6213

Fax: 713-473-7858

Bill To:

CITY OF LAREDO
ATTN: ACCOUNTS PAYABLE
P. O. BOX 210
LAREDO, TX 78042-0210

Ship To:

CITY OF LAREDO
1102 BOB BULLOCK BLVD
LAREDO, TX 78042

12796

Customer ID		Customer PO		Payment Terms	
LAREDO, CITY OF		UNIT#6261/#AU48704		DUE UPON RECEIPT	
Sales Rep ID		Shipping Method		Ship Date	Due Date
16-S		CPU			3/30/17
Qty	Part Number	Description	Unit Price	Extension	
1.00	XVA-41660	HHCS	0.57	0.57	
3.00	XVA-48629	BOLT	1.16	3.48	
1.00	XVA-49551	SCREW	4.07	4.07	
2.00	XVA-71061	GREASE ZERK-3/8 DIA.PRESS IN	0.42	0.84	
1.00	XVA-503834	SKID PLATE UNDR REEL	114.23	114.23	
12.00	XVA-1180011	WASHER	0.14	1.68	
4.00	XVA-16339A	BOLT, HHC 5/16-18 NC x 1 CAD PLTD	0.35	1.40	
8.00	XVA-16355A	HHCS 5/8-11NC X 2	2.37	18.96	
2.00	XVA-16355L	BOLT, HHC 5/16-18 NC x 1 CAD PLTD	3.66	7.32	
4.00	XVA-16364D	FLAT WASHER	0.52	2.08	
4.00	XVA-16365A	FLATWASHER, 5/16", Z/C	0.20	0.80	
16.00	XVA-16365E	FLATWASHER 3/4	8.30	132.80	
4.00	XVA-16367A	LOCKWASHER 5/16 SPLIT TYPE	0.05	0.20	
10.00	XVA-20121A	LOCKNUT 5/8-11 FIBRE LOCK HEX	1.25	12.50	
1.00	XVA-20121E	1/2-13 NUT	0.30	0.30	
8.00	XVA-20121H	NUT,HEX FIBRE LOCK,3/4-10,GR 5	1.32	10.56	
1.00	XVA-81962N	HOSE SUPPORT BRACKET WELDMENT	72.57	72.57	

Subtotal

Continued

Sales Tax

Continued

Shipping/Handling

Continued

Total Invoice Amount

Continued

Payment Received

TOTAL DUE

Continued

Check No:



Kinloch Equipment & Supply, Inc.

Remit to:

3320 Pasadena Blvd.
Pasadena, Texas 77503

Voice: 713-473-8213

Fax: 713-473-7858

Invoice

Invoice Number:

SS019645

Invoice Date:

Mar 30, 2017

Page:

2

Sales Order

Bill To:

CITY OF LAREDO
ATTN: ACCOUNTS PAYABLE
P. O. BOX 210
LAREDO, TX 78042-0210

Ship To:

CITY OF LAREDO
1102 BOB BULLOCK BLVD
LAREDO, TX 78042

12796

Customer ID		Customer PO	Payment Terms	
LAREDO, CITY OF		UNIT#6261/#AU48704	DUE UPON RECEIPT	
Sales Rep ID		Shipping Method	Ship Date	Due Date
16-S		CPU		3/30/17
Qty	Part Number	Description	Unit Price	Extension
1.00	XVA-81962P	HOSE SUPPORT BRACKET WELDMENT	72.14	72.14
1.00	XVA-501286K	COVER PLATE, FRONT HOSE REEL	107.39	107.39
1.00	XVA-504603	CONTROL BOX INSTALL	942.99	942.99
1.00	XVA-46961	TIE ROD CYLINDER 3 X 15	381.33	381.33
1.00	XVA-45548H	BEARING, HARDENED RACEWAY	1,372.73	1,372.73
2.00	XVA-61297D	BLOCK, STOP TOOTH, 2002 & UP, OFF-SET	88.79	177.58
2.00	XVA-45551	AIR CYLINDER	58.02	116.04
1.00	XVA-60932L	TELESCOPING FRAME WELDMENT	2,386.07	2,386.07
2.00	XVA-60891H	TELESCOPING TUBE WELDMENT	378.93	757.86
2.00	XVA-503393	HINGE PLATE	2.44	4.88
2.00	XVA-60904Y	HOSE REEL PLATE	97.47	194.94
4.00	XVA-504391	SUPPORT PLATE	39.84	159.36
1.00	XVA-500584A	HOSE REEL SUPPORT	14.99	14.99
2.00	XVA-500586U	PLATE, REAR HOSE REEL	19.04	38.08
12.00	XVA-16341N	1/4-20NC X MACHINE SCREW	0.44	5.28
12.00	XVA-20121G	1/4 X 20	0.18	2.16
4.00	XVA-504390	CHEEK PLATE HOSE REEL	32.49	129.96

Subtotal

Sales Tax

Shipping/Handling

Total Invoice Amount

Payment Received

TOTAL DUE

Continued

Continued

Continued

Continued

Continued

Check No:



Kinloch Equipment & Supply, Inc.

Remit to:

3320 Pasadena Blvd.
Pasadena, Texas 77503

Voice: 713-473-6213

Fax: 713-473-7858

Invoice

Invoice Number:

SS019645

Invoice Date:

Mar 30, 2017

Page:

3

Sales Order

Bill To:

CITY OF LAREDO
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1102 BOB BULLOCK BLVD
LAREDO, TX 78042

12796

Customer ID	Customer PO	Payment Terms	
LAREDO, CITY OF	UNIT#6261/#AU48704	DUE UPON RECEIPT	
Sales Rep ID	Shipping Method	Ship Date	Due Date
16-S	CPU		3/30/17

Qty	Part Number	Description	Unit Price	Extension
8.00	XVA-60896	BEARING SHIM .048 X 2 X 3.5	5.43	43.44
8.00	XVA-60899	BEARING SHIM .048 X 2 X 2	7.51	60.08
4.00	XVA-60900	BEARING, BRONZE .250 X 2 X 3.5	22.87	91.48
4.00	XVA-60901	BRONZE BEARING .250 X 2 X 2	24.34	97.36
4.00	XVA-61232	BRONZE BEARING .375 X 2 X 3.5	43.22	172.88
4.00	XVA-61233	BRONZE BEARING .375 X 2 X 2	30.14	120.56
1.00	XVA-69335T	FOOTAGE COUNTER ASS	762.43	762.43
1.00	XVA-60510M	REWIND GUIDE ASSY - DOUBLE ROLLER	609.88	609.88
2.00	XVA-47550	CONTROL VALVE-3 WAY	50.06	100.12
1.00	XVA-42640G	AIR PRESS.REG. 0-100PSI	37.05	37.05
2.00	XVA-47916A	TEE, AIR, PUSH IN, 1/4 X 1/4 X 1/4 TUBE	4.08	8.16
2.00	XVA-48105A	90* ELBOW AIR, 1/4 X 1/4	2.02	4.04
1.00	XVA-500590B	CROSSMEMBER TIE WLD, REAR	133.14	133.14
2.00	XVA-16399B	BEARING	118.25	236.50
1.00	XVA-501270G	HOSE REEL FRAME	2,532.79	2,532.79
1.00	XVA-43923A	CHAIN, 50X2,51LG,81PITC	38.31	38.31
1.00	XVA-54334	HOSE REEL WELD ASSEMBLY	3,767.86	3,767.86

Subtotal

Sales Tax

Shipping/Handling

Total Invoice Amount

Payment Received

TOTAL DUE

Continued

Continued

Continued

Continued

Continued

Check No:



**Kinloch
Equipment & Supply, Inc.**

Remit to:

3320 Pasadena Blvd.
Pasadena, Texas 77503

Voice: 713-473-6213

Fax: 713-473-7858

Invoice

Invoice Number:

88019645

Invoice Date:

Mar 30, 2017

Page:

4

Sales Order

Bill To:

CITY OF LAREDO
ATTN: ACCOUNTS PAYABLE
P. O. BOX 210
LAREDO, TX 78042-0210

Ship To:

CITY OF LAREDO
1102 BOB BULLOCK BLVD
LAREDO, TX 78042

12796

Customer ID		Customer PO	Payment Terms	
LAREDO, CITY OF		UNIT#6261/#AU48704	DUE UPON RECEIPT	
Sales Rep ID		Shipping Method	Ship Date	Due Date
16-S		CPU		3/30/17
Qty	Part Number	Description	Unit Price	Extension
1.00	XVA-49667	MOTOR, HYD, GEROTER, 11.9CID	2,024.83	2,024.83
1.00	XVA-54330C	HYD. MOTOR MOUNT	285.87	285.87
1.00	XVA-501268B	COVER PLATE, HOSE REEL BTM	102.86	102.86
1.00	XVA-54550	SPROCKET DOUBLE 72 TOOTH	280.60	280.60
1.00	XVA-43920C	SPROCKET DOUBLE TOOTH	59.57	59.57
1.00	XVA-43947C	SWIVEL JOINT 1 1/4 IN.	454.58	454.58
1.00	XVA-40052	1 IN. SWIVEL JOINT	385.18	385.18
1.00	XVA-40576	BALL VALVE 1" 1,500 PSI	158.20	158.20
1.00	XVA-46846D	GAUGE, PRESS, 0-5000 PSI, VACTOR LOGO BOTTOM MOUNT FITTING	54.63	54.63
1.00	XVA-504618	FRONT PANEL	111.36	111.36
1.00	XVA-504619	FRONT PANEL SHIELD	15.25	15.25
1.00	XVA-501280C	CHAIN GUARD WELD	261.80	261.80
1.00	XVA-501285E	CHAIN GUARD FRT	452.74	452.74
1.00	XVA-49552	SHIFT SELECTOR	1,237.69	1,237.69
1.00	XVA-503952	XVA-503952 PLATE MOUNTING FOR BLOWER	20.21	20.21
1.00	XVA-49835	PUSHBUTTON SEAL, SHIFT SELECT	21.42	21.42

Subtotal

Sales Tax

Shipping/Handling

Total Invoice Amount

Payment Received

TOTAL DUE

Continued

Continued

Continued

Continued

Continued

Check No:



Kinloch
Equipment & Supply, Inc.

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3320 Pasadena Blvd.
Pasadena, Texas 77503

Voice: 713-473-6213

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LAREDO, TX 78042

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Customer ID		Customer PO	Payment Terms	
LAREDO, CITY OF		UNIT#6261/#AU48704	DUE UPON RECEIPT	
Sales Rep ID		Shipping Method	Ship Date	Due Date
16-S		CPU		3/30/17
Qty	Part Number	Description	Unit Price	Extension
1.00	XVA-47841DVA	GASKET	1.00	1.00
1.00	XVA-47841DX	DEUTSCH PLASTIC PANEL	3.36	3.36
1.00	XVA-47841DY	DEUTSCH WAVY LOCK	2.62	2.62
7.00	XVA-44622	SWITCH-TOGGLE SWITCH (OFF-MOM-ON)	39.71	277.97
1.00	XVA-49204WD	CONTROL PANEL DECAL	110.39	110.39
5.00	XVA-20358	RED INDICATOR LIGHT	12.97	64.85
1.00	XVA-47972HC	ELECTRICAL ENCLOSURE, MODIFIED	203.44	203.44
1.00	XVA-47772C	SELECTOR SWITCH, ALLEN BRADLY	55.45	55.45
2.00	XVA-1072050	CAN BUS TERMINAL	8.33	16.66
1.00	XVA-191138	JOYSTICK-DUAL AXIS	276.15	276.15
2.00	XVA-36558CM	FRONT BUMPER WELD, W/BOLT ENDS,	459.12	918.24
1.00	XVA-55458AH	D/S BUMPER WING	135.85	135.85
1.00	XVA-55458AK	P/S BUMPER WING	147.53	147.53
1.00	XVA-47776	PUSH BUTTON SWITCH E-STOP	195.40	195.40
2.00	XVA-46908	POTENTIOMETER	268.52	537.04
1.00	XVA-40241	SWITCH - TOGGLE SWITCH	84.18	84.18
2.00	XVA-40241A	2 POSITION TOGGLE	26.39	52.78

Check No:

Subtotal	Continued
Sales Tax	Continued
Shipping/Handling	Continued
Total Invoice Amount	Continued
Payment Received	
TOTAL DUE	Continued



Kinloch
Equipment & Supply, Inc.

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3320 Pasadena Blvd.
Pasadena, Texas 77503

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6

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LAREDO, TX 78042

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Customer ID		Customer PO		Payment Terms	
LAREDO, CITY OF		UNIT#6261/#AU48704		DUE UPON RECEIPT	
Sales Rep ID		Shipping Method		Ship Date	Due Date
16-S		CPU			3/30/17
Qty	Part Number	Description	Unit Price	Extension	
1.00	XVA-45108HD	JOYSTICK	827.70	827.70	
1.00	XVA-49838	DECAL	61.57	61.57	
1.00	XVA-49838D	DECAL	109.10	109.10	
1.00	XVA-500581T	FRONT BUMPER SUPPORT	333.63	333.63	
1.00	XVA-500582T	FRONT BUMPER SUPPORT	333.63	333.63	
1.00	99-71000B	FRAME REPAIR	2,062.50	2,062.50	
1.00	XVA-42645	GAUGE - VACUUM	64.02	64.02	
1.00	XVA-503394A	HINGE PLATE, TELESCOPING	6.81	6.81	
1.00	XVA-60889F	TIE CHANNEL, HOSE REEL	88.34	88.34	
1.00	XVA-66430CL	HOSE KEEPER ASSY	327.28	327.28	
1.00	XVA-43569E	SEWER HOSE, 1" X 800' 2500 PSI AEROQUIP	2,305.79	2,305.79	
2.00	XVA-45731	EXPANSION PLUG 2"	15.68	31.36	
1.00	XVA-41280	SCREEN 80 MESH 3"	28.12	28.12	
1.00	XVA-1800170	DECAL, STATIC WARNING	16.89	16.89	
1.00	XVA-1800173	DECAL, HEARING PROTECTION	14.66	14.66	
1.00	XVA-1800149	DECAL, VACTOR BROOM	12.39	12.39	
1.00	XVA-1800151	DECAL, HIGH PRESSURE WATER	17.28	17.28	

Check No:

Subtotal	Continued
Sales Tax	Continued
Shipping/Handling	Continued
Total Invoice Amount	Continued
Payment Received	
TOTAL DUE	Continued



Kinloch Equipment & Supply, Inc.

Remit to:

3320 Pasadena Blvd.
Pasadena, Texas 77503

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7

Sales Order

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LAREDO, TX 78042

12796

Customer ID		Customer PO	Payment Terms	
LAREDO, CITY OF		UNIT#6261/#AU48704	DUE UPON RECEIPT	
Sales Rep ID		Shipping Method	Ship Date	Due Date
16-S		CPU		3/30/17
Qty	Part Number	Description	Unit Price	Extension
1.00	XVA-1800152	DECAL, HOSE WARNINGS	15.27	15.27
1.00	XVA-53695A	DECAL, DRAIN WATER SYS.	10.83	10.83
1.00	XVA-49074	DECAL, HOSE WARNING	13.09	13.09
2.00	XVA-47049UY	DECAL, PINCH/REEL LOCK	4.20	8.40
1.00	XVA-507048	DECAL, QR CODE	8.51	8.51
1.00	XVA-1800151B	DECAL, HIGH PRESSURE WATER 2500 PSI	23.46	23.46
1.00	XVA-501527F	DECAL, RODDER PUMP DATA, 80 X 2	14.81	14.81
1.00	XVA-47049MT	DECAL, RODDER HOSE DATA	8.89	8.89
115.00	99-70000B	SHOP LABOR SAN ANTONIO	120.00	13,800.00
1.00	NSN8800	OILS & FLUIDS	500.00	500.00
1.00	NSN3800	CONSUMABLE STOCK	2,649.27	2,649.27
THIS IS AN ESTIMATE FOR ACCIDENTAL DAMAGE ON VACTOR 11-09V-12768 BASED ON PHOTOS SENT TO ME.				

Subtotal 48,767.52

Sales Tax

Shipping/Handling 1,500.00

Total Invoice Amount 50,267.52

Payment Received

TOTAL DUE 50,267.52

Check No:



Texas Municipal League
Intergovernmental Risk Pool
Joint Self Insurance Fund
1821 Rutherford Lane
Austin, TX 78754 (512) 491-2300

FROST BANK
Paisdale

30-91/1140.59

Date Number

01/06/17 5338336

AU0000000048704

Amount

Pay *Eleven Thousand Six Hundred And Seventy Nine And 75/100 US
Dollars***** \$11,679.75*

To City of Laredo
1110 Houston St
Laredo, TX 78040

[Signature]

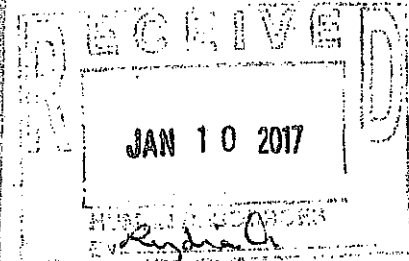
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/Void After 90 Days

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈05338336⑈ ⑆114923222⑆ 29 9990348⑈

CLAIM NUMBER	PAYMENT FOR	FOR THE PERIOD	AMOUNT	ADJUSTER LINE CATEGORY
AU0000000048704	Laredo		(\$2,500.00)	SCurby Deductible
AU0000000048704	Laredo		\$14,179.75	SCurby Vehicle

5930000-373-2017
Unit 626 Case#16021224
DOI 10-21-16
TML Check
\$14,179.75 TL
2,500.00 deductible
\$11,679.75 check



CITY OF LAREDO
*** CUSTOMER RECEIPT ***
Oper: CHUCKERD Type: OK Drawer: 1
Date: 1/13/17 01 Receipt no: 280572

Description	Quantity	Amount
RJ RISK REIMBURSEMENTS	1.00	\$11679.75
		18239192

Trans number: *[Signature]*
REPAIR UTILITIES UNIT#6261
DOI 10/21/2016
CASE#16-029226
\$14,179.75 TL
\$ 2,500.00 DEDUCTIBLE
\$11,679.75 TML CHECK

Tender detail
CK CHECK 5338336 \$11679.75
Total tendered \$11679.75
Total payment \$11679.75

Trans date: 1/13/17 Time: 14:00:58



Texas Municipal League
Intergovernmental Risk Pool
Joint Self Insurance Fund
1821 Rutherford Lane
Austin, TX 78754 (512) 491-2300

FROST BANK
Parkdale

30-91/1140 59

Date Number

04/17/17 5342861

AU0000000048704

Amount

Pay *Thirty Six Thousand Eighty Seven And 27/100 US Dollars* * * * *

\$36,087.27*

To City of Laredo
1110 Houston St
Laredo, TX 78040

John S. Alvarado
(Valid After 90 Days)

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈05342861⑈ ⑆114923222⑆ 29 9990348⑈

CLAIM NUMBER	PAYMENT FOR	FOR THE PERIOD	AMOUNT	ADJUSTER LINE CATEGORY
AU0000000048704	Laredo		\$36,087.27	SCurby Vehicle

CITY OF LAREDO
*** CUSTOMER RECEIPT ***
Type: OK Drawer: 1
Date: 4/21/17 01 Receipt no: 524833
Description Quantity Amount
RJ RISK REIMBURSEMENTS 1.00 \$36087.27
Trans numbers: 18549174
UNIT 6261 REPAIRS
DOI 10-21-16
CASE NUMBER 16-029226
SUPPLEMENTAL \$36,087.27
Tender detail
CK CHECK 5342861 \$36087.27
Total tendered \$36087.27
Total payment \$36087.27
Trans date: 4/21/17 Time: 14:29:20

City of Laredo/Risk Management/Safety
Motor Vehicle Accident/Incident Report

Copy to
Municipal
11/2/16
COT

Date: 10-21-2016

Responder: Diana E. Cantu

Caller: Juan M. Vasquez

Police Case Number: 16-29226

N/A ☐

Time Reported: 6:27

☒ AM ☐ PM

Time Occurred: 6:20

☒ AM ☐ PM

Time on Scene: 6:45

☒ AM ☐ PM

Location of Accident/Incident: Houston St. & San Dario Ave.

Unit #1 (City Vehicle)

Driver: Juan Manuel Vazquez

ID#: 3727

Title: Storm Water Supervisor

DOB: 04-11-1974

License #: 13620318

State: TX

Class: ☒ A ☒ B ☒ C ☒ M Expires: 04-11-2018

Dept: Environmental

Div: Environmental

Unit/Lic Plt #: 6261/112-5149

Make:

Model: Vacuum Truck

Trailer#: n/a

Passengers: Carlos A. McMullen

Vehicle Damage : Damage to the front apparatus that holds the hoses

☒ Drug & Alcohol Test Administered

Vehicle Was: ☐ Towed ☒ Driven Away Citations:

☐ Passenger Car ☐ Pick-up ☐ SUV ☐ Van ☐ Dump Truck ☐ Crew Truck ☐ Heavy Equip ☐ Back-hoe

☐ Sanitation Truck ☐ Fire Appar. ☐ Ambulance ☐ Patrol Unit ☐ Other:

☐ Injury(ies) ☒ No Injuries Hospital Transport ☐ Yes ☒ No

☐ Laredo Medical Center: n/a

☐ Doctors Hospital: n/a

Supervisor: John Porter

On Scene: ☐ Yes ☒ No Phone#: 956-236-3417

Emergency Vehicles Only: ☐ On Patrol ☐ Responding to Emergency: ☐ Lights ☐ Siren ☐ Pursuit

Unit #2 ☐ Check If City Vehicle Department n/a

Division n/a

☒ Check if Civilian Driver - Non City Employee ☐ Unit / Vehicle Unattended

Driver:

ID#

Title:

DOB:

License#:

State:

Class: ☒ A ☒ B ☒ C ☒ M Expires:

Unit/Lic Plt #:

Make:

Model:

Trailer#:

Passengers:

Vehicle Damage:

☐ Drug & Alcohol Test Administered

Vehicle Was: ☒ Towed ☐ Driven Away Citations: yes

☒ Passenger Car ☐ Pick-up ☐ SUV ☐ Van ☐ Dump Truck ☐ Crew Truck ☐ Heavy Equip ☐ Back-hoe

☐ Sanitation Truck ☐ Fire Appar. ☐ Ambulance ☐ Patrol Unit ☐ Other:

☐ Injury(ies) ☒ No Injuries Hospital Transport ☐ Yes ☐ No

☐ Laredo Medical Center: n/a

☐ Doctors Hospital: n/a

Supervisor: n/a

On Scene: ☐ Yes ☐ No Phone#:

Emergency Vehicles Only: ☐ On Patrol ☐ Responding to Emergency: ☐ Lights ☐ Siren ☐ Pursuit

Other Property Damage/ Vehicle Type

Owner:

Telephone:

Address:

City/State:

Property Damage:

Unit #1 Driver

Age: 42

☐ Male

☐ Female

Length of Time Employed With the City: ☐ 0-5 months ☐ 6-12 months ☐ 1-5 Years ☒ 6+ Years

Length of Time in Current Position: ☐ 0-5 months ☐ 6-12 months ☐ 1-5 Years ☒ 6+ Years

Unit #2 Driver (City Employee Only)

☐ Civilian Driver

☐ Non-Applicable

Age:

☐ Male

☐ Female

Length of Time Employed With the City: ☐ 0-5 months ☐ 6-12 months ☐ 1-5 Years ☐ 6+ Years

Length of Time in Current Position: ☐ 0-5 months ☐ 6-12 months ☐ 1-5 Years ☐ 6+ Years

RECEIVED OCT 25 2016

CM

<u>ACCIDENT OCCURRED ON</u> <input type="checkbox"/> Straightaway <input type="checkbox"/> Hilltop <input checked="" type="checkbox"/> Intersection <input type="checkbox"/> Parking Lot <input type="checkbox"/> Curve <input type="checkbox"/> Driveway <input type="checkbox"/> Exit Ramp <input type="checkbox"/> Park <input type="checkbox"/> Private Drive <input type="checkbox"/> _____ <input type="checkbox"/> Entrance Ramp <input type="checkbox"/> Other	<u>NUMBER of LANES</u> <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 6 <input checked="" type="checkbox"/> One Way <input type="checkbox"/> Other _____	<u>WEATHER/VISIBILITY</u> <input checked="" type="checkbox"/> Clear <input type="checkbox"/> Rain <input type="checkbox"/> Sleet <input type="checkbox"/> Fog <input type="checkbox"/> Snow <input type="checkbox"/> Other _____
<u>TYPE OF ROADWAY</u> <input type="checkbox"/> Divided <input checked="" type="checkbox"/> Undivided <input type="checkbox"/> Limited Access <input type="checkbox"/> Private <input type="checkbox"/> Other _____ <input type="checkbox"/> Under Construction / Repair <input type="checkbox"/> N/A	<u>ROADWAY</u> <input checked="" type="checkbox"/> Lighted <input type="checkbox"/> Unlighted <input type="checkbox"/> Marked <input type="checkbox"/> Unmarked <input type="checkbox"/> N/A	<u>ROAD SURFACE</u> <input type="checkbox"/> Concrete <input checked="" type="checkbox"/> Blacktop <input type="checkbox"/> Loose Gravel <input type="checkbox"/> Caliche <input type="checkbox"/> Dirt <input type="checkbox"/> Mud <input type="checkbox"/> Under Construction / Repair

CAUSAL FACTOR: Describe events and conditions that contributed to the accident or incident. Include information on employee, machinery, equipment, environment, and management.

 NON-PREVENTABLE

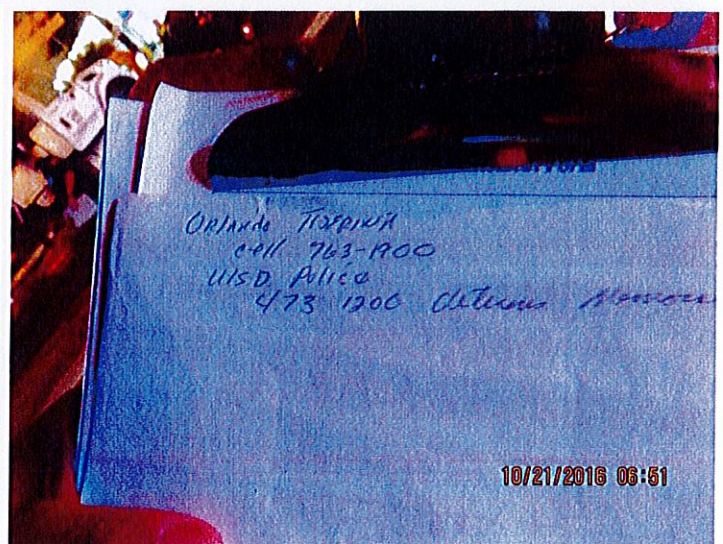
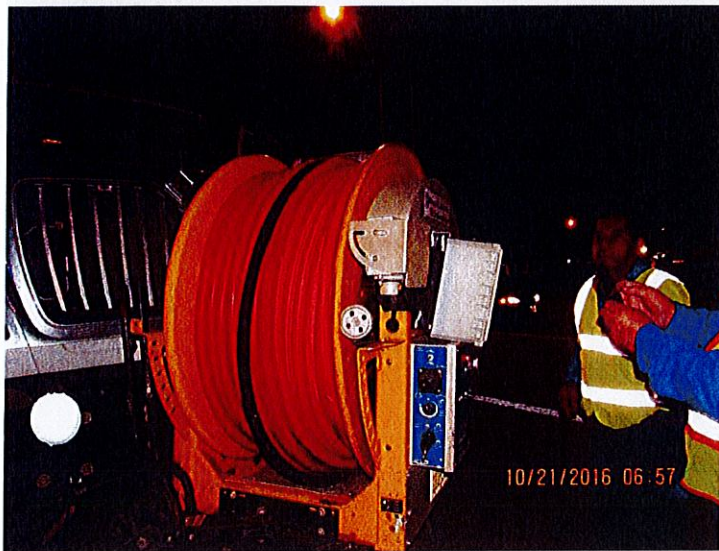
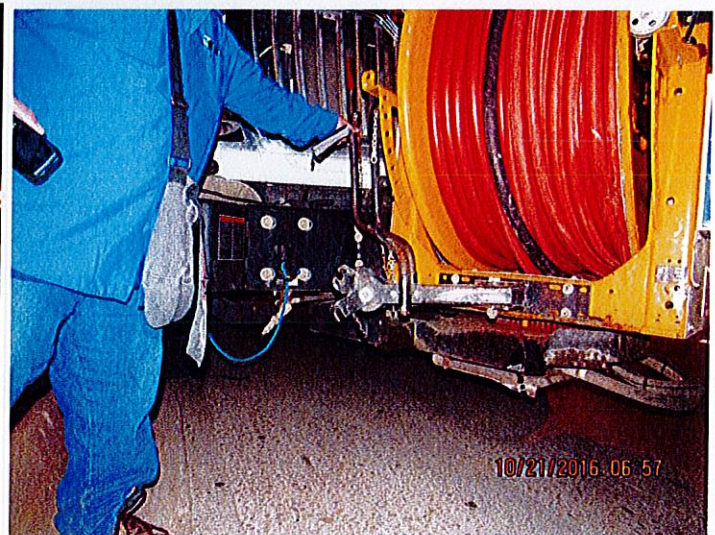
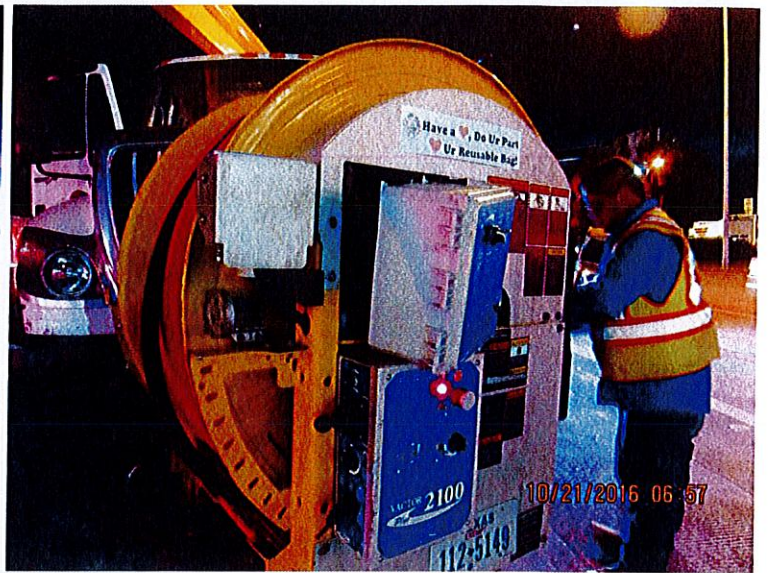
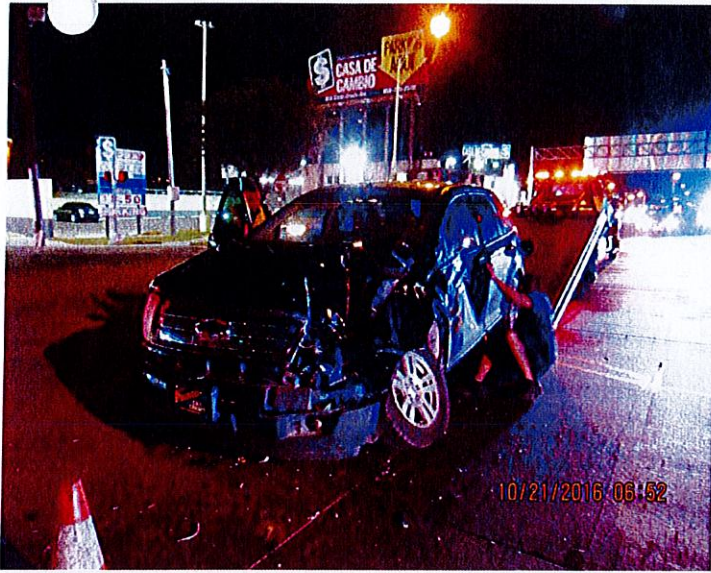
DESCRIPTION:
 On October 21, 2016 at approximately 6:27 a.m., I received a call from Mr. Vazquez regarding an MVA. Mr. Juan Manuel Vazquez was traveling West on Houston attempting to make a left turn (South) onto San Dario when a POV traveling South on Dario ran a red light causing them to collide. Mr. Vazquez swerved to try to avoid hitting the POV but wasn't able to stop. He was driving a heavy Vacuum truck making it difficult to stop immediately. Apparently the driver of the POV ran the red light. A witness, Mr. Orlando Tijerina, UISD Police, stopped to speak to Police to let them know that he witnessed the POV running a red light. Mr. Tijerina's phone number is (956) 473-1200. The ambulance was on site and the paramedics checks that passenger of the City vehicle, Carlos A. McMullen but no injuries were reported. The paramedics also checked the driver and a child that were in the POV. No one was transported to the hospital. The driver of the City's Vacuum Truck did come to visit the nurse at the Employee Wellness several hours after the accident and was complaining of a stiff back. I have requested the police report but it's still pending. The insurance information and the name of the driver of the POV will be obtained from the report.

PICTURES TAKEN BY Crime Scene Investigator (CSI): ☐ YES ☒ NO

☐ Preventable ☒ Not Preventable (Prevention would refer to city vehicle/employee only)

Safety & Loss Control Specialist Signature: Alana E. Davis Date: 10-21-2016

Name: Juan Manuel Vazquez	Case #: 16-29226
Date: 10-21-2016	Location: Houston St. & San Dario Ave.

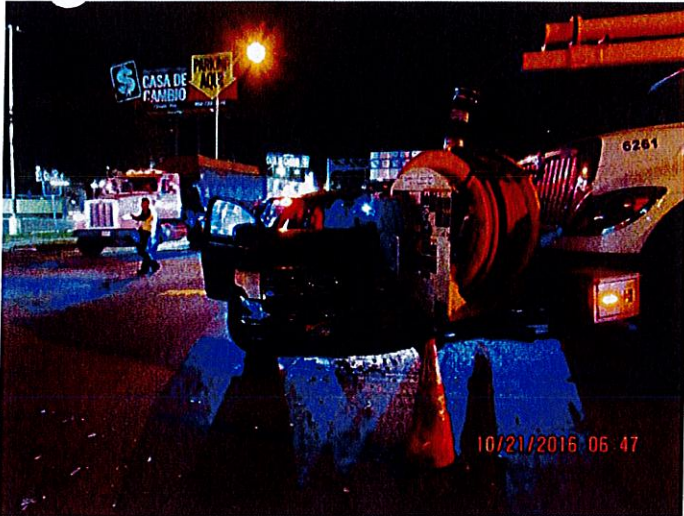


Name: Juan Manuel Vazquez

Case #: 16-29226

Date: 10-21-2016

Location: Houston St. & San Dario Ave.





Texas Peace Officer's Crash Report (Form CR-3 1/1/2015)
Mail to: Texas Department of Transportation, Crash Data & Analysis, P.O. Box 149349, Austin, TX 78714 Questions? Call 844-274-7457
Refer to Attached Code Sheet for Numbered Fields
* = These fields are required on all additional sheets submitted for this crash (ex: additional vehicles, occupants, injured, etc.)

Page 1 of 2

*Crash Date (MM/DD/YYYY) 10/21/2016 *Crash Time (24HRMM) 0622 Case ID 16-029226 Local Use

*County Name WEBB *City Name LAREDO
☐ Outside City Limit

In your opinion, did this crash result in at least \$1,000 damage to any one person's property? ☒ Yes ☐ No Latitude (decimal degrees) 27.50698 Longitude (decimal degrees) -099.50347

ROAD ON WHICH CRASH OCCURRED
*1 Rdw Sys LR *Hwy Num 1 2 Rdw Part 1 Block Num 800 3 Street Prefix SANTA URSULA *Street Name 4 Street Suffix AVE

☐ Crash Occurred on a Private Drive or Road/Private Property/Parking Lot ☐ Toll Road/Toll Lane Speed Limit 30 Const ☐ Yes ☒ No Workers ☐ Yes ☒ No Street Present ☒ No Desc PAVED

INTERSECTING ROAD, OR IF CRASH NOT AT INTERSECTION, NEAREST INTERSECTING ROAD OR REFERENCE MARKER
At ☐ Yes ☒ No 1 Rdw Sys LR Hwy Num 1 2 Rdw Part 1 Block Num 700 3 Street Prefix HOUSTON *Street Name 4 Street Suffix

Distance from Int or Ref Marker ☐ FT ☐ MI 3 Dir from Int or Ref Marker Reference Marker Street Desc PAVED RRX Num

Unit Num 1 5 Unit Desc 1 ☐ Parked Vehicle ☐ Hit and Run LP State TX LP Num 44T6010 VIN 2FMDK38C888A84070

Veh. Year 2008 6 Veh. Color BLK Veh. Make FORD Veh. Model EDGE 7 Body Style SV ☐ Pol, Fire, EMS on Emergency (Explain in Narrative if checked)

8 DL/ID Type 1 DL/ID State TX DL/ID Num 39714711 9 DL Class C 10 CDL End 96 11 DL Rest 96 DOB (MM/DD/YYYY) 11/02/1993

Address (Street, City, State, ZIP) 3019 NUECES PLAZA, LAREDO, TX 78046

Person Num.	12 Prsn. Type	13 Seat Position	Name: Last, First, Middle Enter Driver or Primary Person for this Unit on first line	14 Injury Severity	15 Age	16 Ethnicity	17 Sex	18 Eject	19 Restr.	19 Airbag	20 Helmet	21 Sol.	22 Alc. Spec.	23 Alc. Result	23 Drug Spec.	24 Drug Result	25 Drug Category
1	1	1	SOSA, ICELA	C	22	H	2	1	1	2	97	N	96		96	97	97
2	2	8	MADRID, NICOLE, DEE	C	03	H	2	1	96	1	97	N	Not Applicable - Alcohol and Drug Results are only reported for Driver/Primary Person for each Unit.				

☒ Owner ☐ Lessee Owner/Lessee Name & Address SOSA JR, JUAN, MANUEL 3019 NUECES PLAZA, LAREDO, TX 78046

Proof of ☒ Yes ☐ Expired 26 Fin. Resp. CEM INSURANCE CO Fin. Resp. Name C-PRADZ421-00

Fin. Resp. Phone Num. (888) 224-7740 27 Vehicle Damage Rating 1 1 - F L - 5 27 Vehicle Damage Rating 2 Vehicle ☒ Yes ☐ No

Towed By DF GONZALEZ TOWING WRECKER Towed To 8906 MINES RD

Unit Num 2 5 Unit Desc 1 ☐ Parked Vehicle ☐ Hit and Run LP State TX LP Num 1125149 VIN 1HTWNAZT1CJ595568

Veh. Year 2012 6 Veh. Color WHI Veh. Make INTERNATIONAL Veh. Model UNKNOWN 7 Body Style TR ☐ Pol, Fire, EMS on Emergency (Explain in Narrative if checked)

8 DL/ID Type 1 DL/ID State TX DL/ID Num 13620318 9 DL Class A 10 CDL End N 11 DL Rest 96 DOB (MM/DD/YYYY) 04/11/1974

Address (Street, City, State, ZIP) 6011 OLMOS DR, LAREDO, TX 78046

Person Num.	12 Prsn. Type	13 Seat Position	Name: Last, First, Middle Enter Driver or Primary Person for this Unit on first line	14 Injury Severity	15 Age	16 Ethnicity	17 Sex	18 Eject	19 Restr.	19 Airbag	20 Helmet	21 Sol.	22 Alc. Spec.	23 Alc. Result	23 Drug Spec.	24 Drug Result	25 Drug Category
1	1	1	VASQUEZ, JUAN, MANUEL	N	42	H	1	1	1	1	97	N	96		96	97	97
2	2	3	MCMULLEN, CARLOS, ASHLEY	N	44	H	1	1	1	1	97	N	Not Applicable - Alcohol and Drug Results are only reported for Driver/Primary Person for each Unit.				

☒ Owner ☐ Lessee Owner/Lessee Name & Address CITY OF LAREDO 1102 BOB BULLOCK LP 20, LAREDO, TX 78043

Proof of ☒ Yes ☐ Expired 26 Fin. Resp. TEXAS MUNICIPAL LEAGUE Fin. Resp. Name 8235

Fin. Resp. Phone Num. (800) 537-6655 27 Vehicle Damage Rating 1 1 2 - F D - 2 27 Vehicle Damage Rating 2 Vehicle ☐ Yes ☒ No

Towed By DRIVEN AWAY Towed To 1102 BOB BULLOCK LP 20

DISPOSITION OF INJURED/KILLED	Unit Num	Prsn Num	Taken To	Taken By	Date of Death (MM/DD/YYYY)	Time of Death (24HRMM)
	1	1		TREATED AT SCENE	RQ 9101	
1	2		TREATED AT SCENE	RQ 9101		

CHARGES	Unit Num	Prsn Num	Charge	Citation/Reference Num
	1	1		DISREGARDED RED LIGHT (TRAFFIC SIGNAL)
1	1		UNRESTRAINED CHILD UNDER 4 YEARS OF AGE	2800543

DAMAGE	Damaged Property Other Than Vehicles		Owner's Name	Owner's Address

CMV	Unit Num	<input type="checkbox"/> 10,001+ LBS	<input type="checkbox"/> TRANSPORTING HAZARDOUS MATERIAL	<input type="checkbox"/> 9+ CAPACITY	CMV Disabling Damage	<input type="checkbox"/> Yes	<input type="checkbox"/> No	28 Veh Oper	29 Carrier ID Type	Carrier ID Num								
	Carrier's Corp. Name				Carrier's Primary Addr.				30 Veh Type									
	31 Bus Type	<input type="checkbox"/> RGWW	<input type="checkbox"/> GVWR	<input type="checkbox"/> HazMat Released	<input type="checkbox"/> Yes	<input type="checkbox"/> No	32 HazMat Class Num	<input type="checkbox"/> HazMat ID Num	32 HazMat Class Num	<input type="checkbox"/> HazMat ID Num	33 Cargo Body Style							
	Trailer 1 Unit Num	<input type="checkbox"/> RGWW	<input type="checkbox"/> GVWR	34 Trlr Type	<input type="checkbox"/> Yes	<input type="checkbox"/> No	CMV Disabling Damage	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Trailer 2 Unit Num	<input type="checkbox"/> RGWW	<input type="checkbox"/> GVWR	34 Trlr Type	<input type="checkbox"/> Yes	<input type="checkbox"/> No	CMV Disabling Damage	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Sequence Of Events		35 Seq 1	35 Seq 2	35 Seq 3	35 Seq 4												

TOPS & CONDITIONS	36 Contributing Factors (Investigator's Opinion)				37 Vehicle Defects (Investigator's Opinion)				Environmental and Roadway Conditions							
	Unit Num	Contributing	May Have Contrib	Contributing	May Have Contrib	Contributing	May Have Contrib	Contributing	May Have Contrib	38 Weather Cond	39 Light Cond	40 Entering Roads	41 Roadway Type	42 Roadway Alignment	43 Surface Condition	44 Traffic Control
1	16									1	3	4	4	1	1	98

INVESTIGATOR	Investigator's Narrative Opinion of What Happened (Attach Additional Sheets If Necessary)		Field Diagram - Not to Scale	
		<p>Unit #1 was traveling South on 800 Santa Ursula Ave while Unit #2 was traveling West on 700 Houston St. As both units were approaching the intersections, Unit #1 disregarded the red light and caused a collision with Unit #2.</p> <p>Witness Information: TIJERINA, ORLANDO</p> <p style="text-align: center;">* * E N D * *</p>	<p>Indicate North</p> <p style="text-align: right;">Drawing Not To Scale.</p>	

INVESTIGATOR	Time Notified (24HRMM)	How Notified	Time Arrived (24HRMM)	Report Date (MM/DD/YYYY)
		0646	MCT DISPATCHED	0646
	Invest <input checked="" type="checkbox"/> Yes Comp <input type="checkbox"/> No	Investigator Name (Printed) SALAZAR, JENNIFER	ID Num 8518	Service/Region/DA
	RI Num T X 2 4 0 0 1 0 0	*Agency LAREDO POLICE DEPARTMENT		

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Robert Eads, Assistant City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer, Jack Dunn, Fleet Department Director,
Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual supply contracts FY15-044 for the purchase of automotive parts for the Fleet Department to the following vendors:

- 1) Gonzalez Auto Parts, Laredo, TX, for an amount up to \$200,000.00 (Primary Vendor);
and
- 2) Vehicle Maintenance Program, Boca Raton, FL, for an amount up to \$10,000.00
(Secondary Vendor).

The replacement parts will be purchased on an as needed basis for all City fleet vehicles. The contract items include: oil/fuel filters, front end parts, hoses, clamps, belts, lamp/bulbs service lubricants and brakes. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There will be no increase during this extension period. This is the last extension period for this contract. 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 6/06/16.

BACKGROUND

The current vendors are required to maintain a parts inventory, and will provide delivery services and all parts must be in manufacturers new, unopened containers. As with all supply contracts, these items will purchased on an as needed basis. There will be no price increase during this extension period. This is the last extension period for this contract. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution.

Current Award Summary:

Vendor		
--------	--	--

Vendor	
Gonzalez Auto Parts	Primary Vendor
Vehicle Maint. Program	Secondary Vendor

Sections under contract:

<u>Gonzalez Auto Parts</u>	<u>Vehicle Maintenance Program</u>
Section II – Belts Hoses & Cooling	Section I – Oil and Filters (WIX)
<p>Section III – Brakes & Wheel Bearing non P.D.</p> <p>Items(1,13,14,15,16, 18-20, 22-27, 32, 33-35,40,41,49,50,56,58-60, 62,66,67,68,70,73,74)</p>	
Section IV - Chassis & Steering	
Section V – Drive Train	
Section VI – Electrical	
Section VII – Exhaust	
Section VIII – Fuel & Emission	
Section IX – Heating & Air Conditioning	
Section X – Ignition	
Section XI- Lamps, Bulbs, Flashers, & Switches	
Section XII – Shocks Struts	
Section XIII – Wiper Blades, Arms & Motors	
Section XIV – Service Lubricants	
Section XV – Police Brakes item	
Section XVI –Police Brake items for Chevy Caprice	
Section XVII- Police Brake items for Ford Explorers	

A complete price schedule is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:

2017

Budgeted 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.

Fiscal Year: 2017**Budgeted Y/N?:** Yes**Source of Funds:****Account #:** 59328105332071**Change Order: Exceeds 25% Y/N:****FINANCIAL IMPACT:**

AttachmentsBid Tab FY15-044FY15-044 Contracts

TABULATION
FY15-044: Automotive Parts --Fleet Department

Section - I OIL AND FUEL FILTERS (WIX) stock numbers					
Item	Description	Qty	Unit Cost	Total Cost	Proposed Brand Stock Number
1	# 33011 fuel	24	\$ -	\$ -	
2	# 33032 fuel	12	\$ -	\$ -	
3	# 33109 fuel	22	\$ -	\$ -	
4	# 33166 fuel	6	\$ -	\$ -	
5	# 33210 fuel	18	\$ -	\$ -	
6	# 33296 fuel	16	\$ -	\$ -	
7	# 33357 fuel	6	\$ -	\$ -	
8	# 33358 fuel	10	\$ -	\$ -	
9	# 33377 fuel	101	\$ -	\$ -	
10	# 33392 fuel	15	\$ -	\$ -	
11	# 33405 fuel	10	\$ -	\$ -	
12	# 33406 fuel	81	\$ -	\$ -	
13	# 33412 fuel	20	\$ -	\$ -	
14	# 33442 fuel	15	\$ -	\$ -	
15	# 33472 fuel	33	\$ -	\$ -	
16	# 33481 fuel	9	\$ -	\$ -	
17	# 33518 fuel	30	\$ -	\$ -	
18	# 33546 fuel	10	\$ -	\$ -	
19	# 33548 fuel	27	\$ -	\$ -	
20	# 33595 fuel	51	\$ -	\$ -	
21	# 33604 fuel	80	\$ -	\$ -	
22	# 33638 fuel	12	\$ -	\$ -	
23	# 33668 fuel	10	\$ -	\$ -	
24	# 33674 fuel	139	\$ -	\$ -	
25	# 33791 fuel	21	\$ -	\$ -	
26	# 33899 fuel	26	\$ -	\$ -	
27	# 33936 fuel	76	\$ -	\$ -	
28	# 33950 fuel	94	\$ -	\$ -	
29	# 33966 fuel	54	\$ -	\$ -	
30	# 42124 air	15	\$ -	\$ -	
31	# 42226 air	103	\$ -	\$ -	
32	# 42321 air	28	\$ -	\$ -	
33	# 42488 air	76	\$ -	\$ -	
34	# 42610 air	10	\$ -	\$ -	
35	# 42679 air	20	\$ -	\$ -	
36	# 42691 air	10	\$ -	\$ -	
37	# 42731 air	24	\$ -	\$ -	
38	# 42812 air	52	\$ -	\$ -	
39	# 42824 air	15	\$ -	\$ -	
40	# 42868 air	21	\$ -	\$ -	
41	# 42985 air	30	\$ -	\$ -	
42	# 46077 air	15	\$ -	\$ -	
43	# 46134 air	277	\$ -	\$ -	
44	# 46153 air	6	\$ -	\$ -	
45	# 46174 air	10	\$ -	\$ -	
46	# 46213 air	17	\$ -	\$ -	
47	# 46253 air	104	\$ -	\$ -	
48	# 46360 air	10	\$ -	\$ -	
49	# 46418 air	237	\$ -	\$ -	
50	# 46429 air	130	\$ -	\$ -	
51	# 46433 air	142	\$ -	\$ -	
52	# 46438 air	61	\$ -	\$ -	
53	# 46449 air	21	\$ -	\$ -	
54	# 46522 air	30	\$ -	\$ -	
55	# 46562 air	20	\$ -	\$ -	
56	# 46569 air	20	\$ -	\$ -	
57	# 46671 air	21	\$ -	\$ -	
58	# 46672 air	21	\$ -	\$ -	
59	# 46728 air	30	\$ -	\$ -	
60	# 46904 air	20	\$ -	\$ -	
61	# 46917 air	10	\$ -	\$ -	
62	# 46919 air	45	\$ -	\$ -	
63	# 49082 air	30	\$ -	\$ -	
64	# 49883 air	24	\$ -	\$ -	
65	# 49886 air	92	\$ -	\$ -	
66	# 51040 oil	12	\$ -	\$ -	
67	# 51056 oil	10	\$ -	\$ -	
68	# 51061 oil	10	\$ -	\$ -	
69	# 51065 oil	60	\$ -	\$ -	
70	# 51085 oil	222	\$ -	\$ -	
71	# 51334 oil	27	\$ -	\$ -	
72	# 51348 oil	93	\$ -	\$ -	
73	# 51356 oil	10	\$ -	\$ -	
74	# 51365 oil	15	\$ -	\$ -	
75	# 51372 oil	741	\$ -	\$ -	
76	# 51394 oil	21	\$ -	\$ -	
77	# 51459 oil	10	\$ -	\$ -	
78	# 51515 oil	10	\$ -	\$ -	
79	# 51516 oil	125	\$ -	\$ -	
80	# 51522 oil	86	\$ -	\$ -	
81	# 51551 hydraulic	15	\$ -	\$ -	
82	# 51602 oil	10	\$ -	\$ -	
83	# 51721 hydraulic	15	\$ -	\$ -	
84	# 51734 oil	30	\$ -	\$ -	
85	# 51748 oil	79	\$ -	\$ -	
86	# 51749 oil	102	\$ -	\$ -	
87	# 51750 oil	54	\$ -	\$ -	

[illegible]

Rotex Truck Center, Inc	
SECTION I	
NO BID	

A&A Auto Parts Store, Inc		
SECTION I		
\$ 1.32	\$ 31.68	Wix Filters
\$ 1.63	\$ 19.56	Wix Filters
\$ 3.58	\$ 78.76	Wix Filters
\$ 3.26	\$ 19.56	Wix Filters
\$ 7.05	\$ 126.90	Wix Filters
\$ 4.99	\$ 79.84	Wix Filters
\$ 5.46	\$ 32.76	Wix Filters
\$ 4.34	\$ 43.40	Wix Filters
\$ 6.55	\$ 661.55	Wix Filters
\$ 14.12	\$ 211.80	Wix Filters
\$ 7.70	\$ 77.00	Wix Filters
\$ 8.92	\$ 722.52	Wix Filters
\$ 20.24	\$ 404.80	Wix Filters
\$ 13.96	\$ 209.40	Wix Filters
\$ 6.49	\$ 214.17	Wix Filters
\$ 5.76	\$ 51.84	Wix Filters
\$ -	\$ -	Wix Filters
\$ 11.01	\$ 110.10	Wix Filters
\$ 10.26	\$ 277.02	Wix Filters
\$ 4.60	\$ 234.60	Wix Filters
\$ 16.64	\$ 1,331.20	Wix Filters
\$ 10.59	\$ 127.08	Wix Filters
\$ 11.22	\$ 112.20	Wix Filters
\$ 7.30	\$ 1,014.70	Wix Filters
\$ 7.06	\$ 148.26	Wix Filters
\$ 31.75	\$ 825.50	Wix Filters
\$ 10.56	\$ 802.56	Wix Filters
\$ -	\$ -	Wix Filters
\$ 10.18	\$ 549.72	Wix Filters
\$ 20.73	\$ 310.95	Wix Filters
\$ 17.97	\$ 1,850.91	Wix Filters
\$ 19.58	\$ 548.24	Wix Filters
\$ 8.27	\$ 628.52	Wix Filters
\$ 43.01	\$ 430.10	Wix Filters
\$ 14.17	\$ 283.40	Wix Filters
\$ 59.26	\$ 592.60	Wix Filters
\$ 27.72	\$ 665.28	Wix Filters
\$ 52.36	\$ 2,722.72	Wix Filters
\$ 25.14	\$ 377.10	Wix Filters
\$ 19.11	\$ 401.31	Wix Filters
\$ 42.13	\$ 1,263.90	Wix Filters
\$ 4.20	\$ 63.00	Wix Filters
\$ 3.63	\$ 1,005.51	Wix Filters
\$ 4.13	\$ 24.78	Wix Filters
\$ 4.02	\$ 40.20	Wix Filters
\$ 8.56	\$ 145.52	Wix Filters
\$ 5.91	\$ 614.64	Wix Filters
\$ -	\$ -	Wix Filters
\$ 8.25	\$ 1,955.25	Wix Filters
\$ 13.53	\$ 1,758.90	Wix Filters
\$ 18.44	\$ 2,618.48	Wix Filters
\$ 11.00	\$ 671.00	Wix Filters
\$ 8.01	\$ 168.21	Wix Filters
\$ 12.31	\$ 369.30	Wix Filters
\$ 18.46	\$ 369.20	Wix Filters
\$ 10.76	\$ 215.20	Wix Filters
\$ 17.20	\$ 361.20	Wix Filters
\$ 11.54	\$ 242.34	Wix Filters
\$ 13.96	\$ 418.80	Wix Filters
\$ 42.55	\$ 851.00	Wix Filters
\$ 4.20	\$ 42.00	Wix Filters
\$ 37.27	\$ 1,677.15	Wix Filters
\$ 8.40	\$ 252.00	Wix Filters
\$ 7.90	\$ 189.60	Wix Filters
\$ 31.68	\$ 2,914.56	Wix Filters
\$ 2.35	\$ 28.20	Wix Filters
\$ 4.73	\$ 47.30	Wix Filters
\$ 2.66	\$ 26.60	Wix Filters
\$ -	\$ -	Wix Filters
\$ 2.54	\$ 563.88	Wix Filters
\$ 2.83	\$ 76.41	Wix Filters
\$ 2.35	\$ 218.55	Wix Filters
\$ 2.90	\$ 29.00	Wix Filters
\$ 3.25	\$ 48.75	Wix Filters
\$ 2.54	\$ 1,882.14	Wix Filters
\$ 2.74	\$ 57.54	Wix Filters
\$ 4.70	\$ 47.00	Wix Filters
\$ 2.35	\$ 23.50	Wix Filters
\$ 2.35	\$ 293.75	Wix Filters
\$ 2.70	\$ 232.20	Wix Filters
\$ 3.39	\$ 50.85	Wix Filters
\$ 3.42	\$ 34.20	Wix Filters
\$ 39.65	\$ 594.75	Wix Filters
\$ 8.36	\$ 250.80	Wix Filters
\$ 18.77	\$ 1,482.83	Wix Filters
\$ 11.48	\$ 1,170.96	Wix Filters
\$ 7.42	\$ 400.68	Wix Filters

88	# 51791 oil	105	\$	-	\$	-	
89	# 51792 oil	148	\$	-	\$	-	
90	# 51798 oil	53	\$	-	\$	-	
91	# 51801 oil	24	\$	-	\$	-	
92	# 57037 oil	28	\$	-	\$	-	
93	# 57060 oil	33	\$	-	\$	-	
94	# 57182 oil	52	\$	-	\$	-	
95	# 57243 oil	10	\$	-	\$	-	
96	# 57314 oil	120	\$	-	\$	-	
97	# 57750 oil	49	\$	-	\$	-	
TOTAL SECTION I					\$	-	

NO BID	

NO BID	

\$ 5.01	\$ 526.05	Wix Filters
\$ 8.54	\$ 1,263.92	Wix Filters
\$ 5.86	\$ 310.58	Wix Filters
\$ 11.63	\$ 279.12	Wix Filters
\$ 8.04	\$ 225.12	Wix Filters
\$ 2.35	\$ 77.55	Wix Filters
\$ 6.05	\$ 314.60	Wix Filters
\$ 7.78	\$ 77.80	Wix Filters
\$ -	\$ -	Wix Filters
\$ 7.70	\$ 377.30	Wix Filters
Total	\$ 46,573.28	

Section II-Automotive Parts- Belts, Hoses, & Cooling

(belts, hoses, water pump, gasket, fan & clutch, thermostat, fan motors, switches, & related items)

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)	

SECTION II	
NO BID	
NO BID	

SECTION II
30-60 %
FLEETRITE
DEALER
N/A
2015
LIST

SECTION II
56%
WIX
JOBBER
N/A
2015
DISTRIBUTOR

Section -III OIL AND FUEL FILTERS (WIX) stock numbers

Item	Description	Qty	Unit Cost	Total Cost	Brand Stock Number
1	723 Brake, Shoe	11	\$ -	\$ -	
2	3030 Brake, Booster	2	\$ -	\$ -	
3	4148 Brake, Seal	4	\$ -	\$ -	
4	4160 Brake, Seal, Front, F250-F350	27	\$ -	\$ -	
5	6744 Brake, Pads, Rear, Crown Victoria	74	\$ -	\$ -	
6	6904 Brake, Pads	15	\$ -	\$ -	
7	7114 Brake, Pads Semi Metallic Rear F 150	10	\$ -	\$ -	
8	7484 Brake, Pads, CV..	22	\$ -	\$ -	
9	9314 Brakes, Pads, Carbon Metallic	84	\$ -	\$ -	
10	9324 Brakes, Pads, Rear	66	\$ -	\$ -	
11	15101 Brakes, Bearing	6	\$ -	\$ -	
12	145076 Front Rotor Ranger	18	\$ -	\$ -	
13	145109 Brake, Rotor	4	\$ -	\$ -	
14	145191 Brake, Rotor	12	\$ -	\$ -	
15	145326 Brakes, F Rotor	40	\$ -	\$ -	
16	145353 Brakes, R Rotor	40	\$ -	\$ -	
17	344081 Ford, 2000-02, Interceptor, Front Shocks	6	\$ -	\$ -	
18	3W1Z1225AA Ford, Brake, Bearing	4	\$ -	\$ -	
19	3W7Z1012AA Ford, Wheel, Nut	6	\$ -	\$ -	
20	5W1Z1104B Ford, Brakes, Hub Assy	6	\$ -	\$ -	
21	86605 Ford, Brake, Seal	8	\$ -	\$ -	
22	8C3Z1190A Ford, Brake, Seal	12	\$ -	\$ -	
23	91505 Brake, Seal	60	\$ -	\$ -	
24	9864S Oil Seal	4	\$ -	\$ -	
25	12 Brakes, Bearing	8	\$ -	\$ -	
26	13 Brakes, Bearing	4	\$ -	\$ -	
27	A1B Brakes, Bearing	12	\$ -	\$ -	
28	A2 Brakes, Bearing	4	\$ -	\$ -	
29	A5 Brakes, Bearing	24	\$ -	\$ -	
30	A6 Brakes, Bearing	24	\$ -	\$ -	
31	EOA221498B Ford, Brakes, Brake Washer	6	\$ -	\$ -	
32	F67Z151177ACA Ford, Axle, Seal	4	\$ -	\$ -	
33	MKD1012 Brake, Pads, Rear	8	\$ -	\$ -	
34	MKD1057AFM Rear Brakes, Rear Charger Severe Duty	36	\$ -	\$ -	
35	MKD1058FM Brakes, Pads Front Charger 05-07	36	\$ -	\$ -	
36	MKD1066 Brakes, FSS0 w/ Sensor	4	\$ -	\$ -	
37	MKD067 Brake Pads	4	\$ -	\$ -	
38	MKD1068 Brakes, Rear Pads Ford 05-08	4	\$ -	\$ -	
39	MKD1069 Brake, Pads, Front	4	\$ -	\$ -	
40	MKD1083 Brake, Pads, Front	6	\$ -	\$ -	
41	MKD652 Brake, Pads, Ranger	4	\$ -	\$ -	
42	MKD679 Brake, Front Pads F150-200-2005	12	\$ -	\$ -	
43	MKD702 Brakes, Rear Pads (RAM 2500)	24	\$ -	\$ -	
44	MKD730FM Brakes, Front Pads (INTREPID)	4	\$ -	\$ -	
45	MKD777FM Brakes, F450/550 99-07 WO/SENSOR	10	\$ -	\$ -	
46	MKD785 Brake, Pads, Front	4	\$ -	\$ -	
47	MKD824 Brakes, Pads F350 Front	12	\$ -	\$ -	
48	MKD833 Brake, Pads, Front, Ran	24	\$ -	\$ -	
49	MKD931FM Brake, Pads, Titanium Metallic C.V.	48	\$ -	\$ -	
50	MKD932FM Brakes, Pads, Titanium Metallic C.V.	36	\$ -	\$ -	
51	MKD965 Brakes, Front Pads (Ram 2500) 02-07	4	\$ -	\$ -	
52	MKD974A Brake, Pads	6	\$ -	\$ -	
53	MR553001FORD, 2003-OS, Nterceptor, Front Shocks	4	\$ -	\$ -	

SECTION III	
NO BID	

SECTION III	
NO BID	

SECTION III		
\$ 28.41	\$ 312.51	Raybestos 723PG
\$ -	\$ -	N/A
\$ 6.40	\$ 25.60	Bower 4148
\$ 10.61	\$ 286.47	Bower 4160
\$ 27.13	\$ 2,007.62	Raybestos PGD374AM
\$ 27.13	\$ 406.95	Raybestos PGD374AM
\$ 28.88	\$ 288.80	Raybestos PGD711C
\$ 31.98	\$ 703.56	Raybestos PGD748C
\$ 35.08	\$ 2,946.72	Raybestos PGD931C
\$ 34.05	\$ 2,247.30	Raybestos PGD932C
\$ 8.40	\$ 50.40	Bower 15101
\$ 29.71	\$ 534.78	Raybestos B66597R
\$ 16.32	\$ 65.28	Raybestos B66595R
\$ 24.79	\$ 297.48	Raybestos B6744R
\$ 63.55	\$ 2,542.00	Raybestos 680110P
\$ 39.25	\$ 1,570.00	Raybestos 680129P
\$ 28.04	\$ 168.24	KYB 344081
\$ 11.44	\$ 45.76	Bower 5707
\$ 1.49	\$ 8.94	Dorman 6112221
\$ 104.09	\$ 624.54	Moog 513196
\$ 1.93	\$ 15.44	National 86605
\$ 4.85	\$ 58.20	Bower 710584
\$ 7.00	\$ 420.00	Bower 91505
\$ 5.51	\$ 22.04	National Seal 98645
\$ 5.20	\$ 41.60	Bower Bca A12
\$ 5.96	\$ 23.84	Bower Bca A13
\$ 4.82	\$ 57.84	Bower Bcs A1
\$ 4.68	\$ 18.72	Bower Bca A2
\$ 6.52	\$ 156.48	Bower Bcs A5
\$ 5.48	\$ 131.52	Bower Bca A6
\$ -	\$ -	N/A
\$ -	\$ -	N/A
\$ 29.45	\$ 235.60	Raybestos PGD1012C
\$ 26.09	\$ 939.24	Raybestos EHT1057AH
\$ 35.30	\$ 1,270.80	Raybestos EHT1058H
\$ 54.75	\$ 219.00	Raybestos PGD1066M
\$ 30.95	\$ 123.80	Raybestos PGD1067M
\$ 30.49	\$ 121.96	Raybestos PGD1068M
\$ 33.02	\$ 132.08	Raybestos PGD1069M
\$ 36.58	\$ 219.48	Raybestos EHT10083H
\$ 26.82	\$ 107.28	Raybestos EHT652H
\$ 32.40	\$ 388.80	Raybestos EHT679H
\$ 33.02	\$ 792.48	Raybestos EHT702H
\$ 30.23	\$ 120.92	Raybestos PGD730AM
\$ 38.18	\$ 381.80	Raybestos PGD777M
\$ 34.88	\$ 139.52	Raybestos EHT785H
\$ 27.13	\$ 325.56	Raybestos PGD824M
\$ 34.05	\$ 817.20	Raybestos EHT833H
\$ 35.08	\$ 1,683.84	Raybestos EHT931H
\$ 34.05	\$ 1,225.80	Raybestos EHT932H
\$ 30.95	\$ 123.80	Raybestos PGD965M
\$ 31.26	\$ 187.56	Raybestos EHT974H
\$ 64.45	\$ 257.80	Monroe 553001

Section XIV-Automotive Parts-Service Lubricants (grease tubes, B-12, WD40, 3M adhesive, black silicone starting fluid related items)		SECTION XIV		SECTION XIV		SECTION XIV	
Percent of discount offered	%	NO BID		30-60 %		NO BID	
Product identification (Mfr.)				PERMATEX			
Type price schedule (dealer, jobber, etc.)				DEALER			
Price Schedule Number				N/A			
Date of price schedule				2015			
Price schedule column on which discount is based (i.e. distributor, net, wholesale)		NO BID		LIST		NO BID	

For Package 2014 Chevrolet Caprice PPV					
Item	Description	Qty	Unit Cost	Total Cost	Brand Stock Number
1	Front Disc Pads #ATD1404P w/aboutmentkit	100 sets	\$ -	\$ -	
2	Rear Disc Pads #ATD1352P w/aboutment kit	100 sets	\$ -	\$ -	
3	Rotors #580676P	100 ea	\$ -	\$ -	
4	Rotors #580724P	100 ea	\$ -	\$ -	
5	Front Calipers	10 ea	\$ -	\$ -	
6	Front Calipers	10 ea	\$ -	\$ -	
7	Rear Calipers	10 ea	\$ -	\$ -	
8	Rear Calipers	10 ea	\$ -	\$ -	
TOTAL SECTION XVI				\$ -	

SECTION XVI		
NO BID		
NO BID		

SECTION XVI		
NO BID		
NO BID		

SECTION XVI		
\$ 28.88	\$ 2,888.00	Raybestos ATD1404P
\$ 30.95	\$ 3,095.00	Raybestos ATD1352P
\$ 51.62	\$ 5,162.00	Raybestos 580676P
\$ 41.28	\$ 4,128.00	Raybestos 580724P
\$ 31.40	\$ 314.00	Raybestos FRC4158N
\$ 31.40	\$ 314.00	Raybestos FRC4157N
\$ 43.35	\$ 433.50	Raybestos RC12477P
\$ 44.38	\$ 443.80	Raybestos RC12478P
Total	\$ 16,778.30	

For Package 2015 Ford Explorer SUV Police					
Item	Description	Qty	Unit Cost	Total Cost	Brand Stock Number
1	Front Disc Pads #ATD15085V w/abutmentkit	100 sets	\$ -	\$ -	
2	Rear Disc Pads #ATD1377SV w/abutment kit	100 sets	\$ -	\$ -	
3	Rotors #680758R	100 ea	\$ -	\$ -	
4	Rotors #68686R	100 ea	\$ -	\$ -	
5	Front Calipers # RC12051	10 ea	\$ -	\$ -	
6	Front Calipers #RC12052	10 ea	\$ -	\$ -	
7	Rear Calipers	10 ea	\$ -	\$ -	
8	Rear Calipers	10 ea	\$ -	\$ -	
TOTAL SECTION XVII				\$ -	

SECTION XVII		
NO BID		

SECTION XVII		
NO BID		

SECTION XVII		
\$ 31.98	\$ 3,198.00	Raybestos ATD15085
\$ 23.42	\$ 2,342.00	Raybestos ATD13775
\$ 31.66	\$ 3,166.00	Raybestos 680758R
\$ 25.97	\$ 2,597.00	Raybestos 680686R
\$ 49.64	\$ 496.40	Raybestos RC12051
\$ 49.64	\$ 496.40	Raybestos RC12052
\$ 44.38	\$ 443.80	Raybestos RC12473
\$ 44.38	\$ 443.80	Raybestos RC12474
Total	\$ 13,183.40	

\$ 29.37	\$ 117.48	KYB 394081	\$ 30.98	\$ 123.92	MON 5960	\$ 32.50	\$ 130.00	Monroe 5960	\$ -	\$ -	N/A	NO BID	\$ 40.00	\$ 160.00	Gabriel 69675	\$ 33.55	\$ 134.20	5960	\$ 45.84	\$ 183.36	F8A218124CA
\$ 23.68	\$ 94.72	KYB 343135	\$ 23.66	\$ 94.64	MON 5961	\$ 25.95	\$ 103.80	Monroe 5961	\$ -	\$ -	N/A		\$ 40.00	\$ 160.00	Gabriel 69606	\$ 25.61	\$ 102.44	5961	\$ 55.47	\$ 221.88	XW72181258B
\$ 72.85	\$ 437.10	KYB 555603	\$ 30.01	\$ 180.06	MON 5993	\$ 30.95	\$ 185.70	Monroe 5993	\$ -	\$ -	N/A		\$ 46.00	\$ 276.00	Gabriel 651888	\$ 54.71	\$ 328.26	550018	\$ 69.10	\$ 414.60	8W72181258
\$ 89.06	\$ 356.24	KYB 551 600	\$ 77.10	\$ 308.40	MON 71346	\$ 76.50	\$ 306.00	Monroe 71346	\$ -	\$ -	N/A		\$ 40.00	\$ 160.00	Gabriel 69574	\$ 107.00	\$ 428.00	553001	\$ 132.34	\$ 529.36	7W7218124J
\$ 31.71	\$ 126.84	Pronto BR54074	\$ 37.79	\$ 151.16	BBR 66823RGS	\$ 33.86	\$ 135.44	Wagner 66823	\$ 36.44	\$ 145.76	Napa 4886823		\$ 32.50	\$ 130.00	Bendix Prt5258	\$ 44.82	\$ 179.28	4886823	\$ 89.58	\$ 358.32	C321V125F
\$ 78.87	\$ 315.48	Pronto BR54107	\$ 60.89	\$ 243.56	BBR 680178RGS	\$ 84.08	\$ 336.32	Wagner 680178	\$ 68.58	\$ 274.32	Napa 48880178		\$ 89.80	\$ 359.20	Bendix Prt5519	\$ 77.01	\$ 308.04	48880178	\$ 189.28	\$ 757.12	8L321102A
\$ 87.98	\$ 351.92	Pronto Br54108	\$ 75.59	\$ 302.36	BBR 680179RGS	\$ 102.84	\$ 411.36	Wagner 680179	\$ -	\$ -	N/A		\$ 85.58	\$ 342.32	Bendix Prt5520	\$ 187.40	\$ 749.60	880179	\$ 176.53	\$ 706.12	8L321102B
\$ 32.58	\$ 390.96	Pronto BR53023	\$ 34.29	\$ 411.48	BBR 780256RGS	\$ 40.75	\$ 489.00	Wagner 780256	\$ 134.55	\$ 1,614.60	Napa 68184337AA		\$ 35.95	\$ 431.40	Bendix Prt5651	\$ 41.67	\$ 500.04	48880256	\$ 112.48	\$ 1,349.76	PFH34205501
\$ 36.24	\$ 434.88	Pronto BR900560	\$ 32.19	\$ 386.28	BBR 780254RGS	\$ 42.69	\$ 512.28	Wagner 780395	\$ 103.21	\$ 1,238.52	Napa 4779438AF		\$ 41.95	\$ 503.40	Bendix Prt5739	\$ 38.89	\$ 466.68	48880257	\$ 118.27	\$ 1,419.24	PFH34806701
\$ 17.78	\$ 71.12	Ac Delco 147048	\$ 18.99	\$ 75.96	BB 704	\$ 20.18	\$ 80.72	Raybestos 704SG	\$ -	\$ -	N/A		\$ 20.95	\$ 83.80	Bendix R5704	\$ 17.81	\$ 71.24	TS10704	\$ -	\$ -	N/A
\$ 22.83	\$ 91.32	Ac Delco 147058	\$ 16.73	\$ 66.92	BB 705	\$ 25.91	\$ 103.64	Raybestos 705SG	\$ -	\$ -	N/A		\$ 25.95	\$ 103.80	Bendix R5705	\$ 17.81	\$ 71.24	TS10705	\$ -	\$ -	N/A
\$ 14.64	\$ 58.56	Ac Delco 147458	\$ 17.09	\$ 68.36	BB 745	\$ 14.87	\$ 59.48	Raybestos 745SG	\$ -	\$ -	N/A		\$ 23.95	\$ 95.80	Bendix R5745	\$ 34.41	\$ 137.64	557528M	\$ -	\$ -	N/A
\$ 62.52	\$ 250.08	Pronto BR 54064	\$ 43.39	\$ 173.56	BBR 66761RGS	\$ 54.83	\$ 219.32	Wagner 66761	\$ 52.27	\$ 209.08	Napa 4886761		\$ 64.82	\$ 259.28	Bendix Prt5325	\$ 64.31	\$ 257.24	4886761	\$ 112.68	\$ 450.72	BX145325
\$ 27.77	\$ 222.16	Pronto BR 54103	\$ 37.09	\$ 296.72	BBR 680110RGS	\$ 28.90	\$ 231.20	Wagner 680110	\$ 36.10	\$ 288.80	Napa 48880110		\$ 28.95	\$ 231.60	Bendix Prt5326	\$ 44.41	\$ 355.28	48880110	\$ 63.25	\$ 506.00	BX145326
\$ 18.98	\$ 151.84	Pronto BR 54105	\$ 26.59	\$ 212.72	BBR 680129RGS	\$ 21.09	\$ 168.72	Wagner 680129	\$ 25.98	\$ 207.84	Napa 48880129		\$ 20.95	\$ 167.60	Bendix Prt5353	\$ 31.99	\$ 255.92	48880129	\$ 71.10	\$ 568.80	BX145353
\$ 29.37	\$ 117.48	KYB 344081	\$ 18.73	\$ 74.92	MON 32066	\$ 39.95	\$ 159.80	Monroe 550010	\$ -	\$ -	N/A		\$ 40.00	\$ 160.00	Gabriel 69675	\$ 38.51	\$ 154.04	76953	\$ -	\$ -	N/A
\$ 31.79	\$ 127.16	Pronto BR54029	\$ 38.49	\$ 153.96	BBR 66597RGS	\$ 37.19	\$ 148.76	Wagner 66597	\$ 32.96	\$ 131.84	Napa 4886597		\$ 31.50	\$ 126.00	Bendix Prt5076	\$ 40.53	\$ 162.12	4886597	\$ -	\$ -	N/A
\$ 128.68	\$ 514.72	Motorcraft BRRF43	\$ 68.59	\$ 274.36	BBR 680280RGS	\$ 96.13	\$ 384.52	Wagner 680306	\$ 73.22	\$ 292.88	Napa 48880306		\$ 105.00	\$ 420.00	Bendix Prt5698	\$ 90.06	\$ 360.24	48880306	\$ 145.58	\$ 582.32	BRR-129
\$ 92.96	\$ 371.84	KYB 551602	\$ 94.86	\$ 379.44	MON 553001	\$ 82.50	\$ 330.00	Monroe 553001	\$ -	\$ -	N/A		\$ 46.00	\$ 184.00	Gabriel 651888	\$ 107.00	\$ 428.00	553001	\$ 73.82	\$ 295.28	AMS553001
\$ 43.73	\$ 262.38	Pronto BR900426	\$ -	\$ -		\$ 40.75	\$ 244.50	Wagner 780256	\$ -	\$ -	N/A		\$ 35.95	\$ 215.70	Bendix Prt5651	\$ 41.67	\$ 250.02	48880256	\$ -	\$ -	N/A
\$ 36.24	\$ 144.96	Pronto BR900560	\$ 32.19	\$ 128.76	BBR 780254RGS	\$ 42.69	\$ 170.76	Wagner 780395	\$ -	\$ -	N/A		\$ 41.95	\$ 167.80	Bendix Prt5739	\$ 38.99	\$ 155.96	48880257	\$ 118.27	\$ 473.08	PFH34806701
\$ 23.68	\$ 142.08	KYB 343135	\$ 16.50	\$ 99.00	MON 32143	\$ 49.95	\$ 299.70	Monroe 550011	\$ -	\$ -	N/A		\$ 40.00	\$ 240.00	Gabriel 69606	\$ 24.88	\$ 149.28	5818	\$ 43.04	\$ 258.24	AMS550010
Total	\$ 31,347.38		Total	\$ 27,578.82		Total	\$ 30,284.08		Total	\$ 23,465.48			Total	\$ 25,557.07		Total	\$ 28,075.03		Total	\$ 36,602.50	

SECTION IIIA	SECTION IIIA	SECTION IIIA	SECTION IIIA	SECTION IIIA	SECTION IIIA	SECTION IIIA	SECTION IIIA
Cost Plus 30%	41% or better	40%	27%	NO BID	Cost Plus 20%	50%	Dealer Cost + 12%
Bendix, Ac Delco, Motorcraft, Pronto	Brake Best, BCA, National, Performance Friction, Monroe	Raybestos/Wagner	Napa		Bendix	UP	Ford/Motorcraft
N/A	list price	JOBBER	JOBBER		Cost Price	Garage Plus	Dealer
1/1/2015	N/A (online)	RB2015/FM2015	Napa		763429908560	#9040	FPS-3642
	N/A (online)	7/7/1905	5/1/2015		May-June 2015	5/1/15-5/1/16	4/1/2015
Computer Printout	list price	DISTRIBUTOR	Jobber-Blue Sheet	NO BID	Cost Column Each Price	List	

SECTION IV	SECTION IV	SECTION IV	SECTION IV	SECTION IV	SECTION IV	SECTION IV	SECTION IV
Cost Plus 30%	41% or better	40-45%	27%	NO BID	Cost Plus 20%	50%--45%--32%	Dealer Cost + 12%
Bendix, Ac Delco, Motorcraft, Pronto	Monroe, Moog, KYB, Alcardone, Master Pro	MOOG	Napa		PTC, Timken	NS-----NCP---NOS	Ford/Motorcraft
N/A	list price	JOBBER	JOBBER		Cost Price	Very High Volume	Dealer
1/1/2015	N/A (online)	MG 3450-15	Napa		763429908560	#9058	FPS-3642
	N/A (online)	2015	5/1/2015		May-June 2015	5/1/15-5/1/16	4/1/2015
Computer Printout	list price	DISTRIBUTOR	Jobber-Blue Sheet	NO BID	Cost Column Each Price	List	

SECTION V	SECTION V	SECTION V	SECTION V	SECTION V	SECTION V	SECTION V	SECTION V
Cost Plus 30%	41% or better	40-45%	27%	NO BID	Cost Plus 20%	40%-----40%	Dealer Cost + 12%
M006, ATP, DTA, Timken, AMS	Alcardone, Power Torque, Pioneer, Wix, Anchor, Master Pro	USA Indust	Napa		PTC, Timken, GMB	BRG-----PUJ	Ford/Motorcraft
N/A	list price	JOBBER	JOBBER		Cost Price	High Wolume Wholesale	Dealer
1/1/2015	N/A (online)	U02-15	Napa		763429908560	#9058	FPS-3642
	N/A (online)	2015	5/1/2015		May-June 2015	5/1/15-5/1/16	4/1/2015
Computer Printout	list price	DISTRIBUTOR	Jobber-Blue Sheet	NO BID	Cost Column Each Price	List	

SECTION VI	SECTION VI	SECTION VI	SECTION VI	SECTION VI	SECTION VI	SECTION VI	SECTION VI
Cost Plus 30%	41% or better	45%	27%	NO BID	Cost Plus 20%	50%---50%---50%	Dealer Cost + 12%
Remy, Ac Delco, Motorcraft, Standard, GE	Ultima, Wilson, Master Pro, Borgwarner	Remy	Napa		High Energy, Standard	WII---Ray--Bel	Ford/Motorcraft
N/A	list price	JOBBER	JOBBER		Cost Price	High Wolume Wholesale	Dealer
1/1/2015	N/A (online)	U02-15	Napa		763429908560	#9058	FPS-3642
	N/A (online)	2015	5/1/2015		May-June 2015	5/1/15-5/1/16	4/1/2015
Computer Printout	list price	DISTRIBUTOR	Jobber-Blue Sheet	NO BID	Cost Column Each Price	List	

SECTION VII	SECTION VII	SECTION VII	SECTION VII	SECTION VII	SECTION VII	SECTION VII	SECTION VII
Cost Plus 30%	41% or better	40-45%	15%	NO BID	Cost Plus 20%	38%	Dealer Cost + 12%

Computer Printout	list price	DISTRIBUTOR	Jobber-Blue Sheet	List	Cost Column Each Price	List	
SECTION XIV	SECTION XIV	SECTION XIV	SECTION XIV	SECTION XIV	SECTION XIV	SECTION XIV	SECTION XIV
Cost Plus 30%	41% or better	40-45%	27%	NO BID	Cost Plus 20%	20%	Dealer Cost + 12%
3M, Pronto, etc	3M, Bondo, Evercoat, Permatex, Master Pro	Prime	Napa		B-12, WD40, 3M	NDL	Ford/Motorcraft
	list price	JOBBER	JOBBER		Cost Price	High Volume	Dealer
N/A	N/A (online)	PROCT15	Napa		763429908560	#9058	FPS-3642
1/1/2015	N/A (online)	2015	5/1/2015		May-June 2015	5/1/15-5/1/16	4/1/2015
Computer Printout	list price	DISTRIBUTOR	Jobber-Blue Sheet	NO BID	Cost Column Each Price	List	

SECTION XV	SECTION XV	SECTION XV	SECTION XV	SECTION XV	SECTION XV	SECTION XV	SECTION XV
\$ 36.55 \$ 3,655.00 Bendix PBD 931	NO BID	\$ 45.95 \$ 4,595.00 Raybestos ATD931P	NO BID	NO BID	\$ 39.95 \$ 3,995.00 Bendix PBD931	\$ 49.16 \$ 4,916.00 SS7834X	NO BID
\$ 37.25 \$ 3,725.00 Bendix PBD 932		\$ 45.95 \$ 4,595.00 Raybestos ATD1040AP			\$ 39.95 \$ 3,995.00 Bendix PBD932	\$ 57.36 \$ 5,736.00 SS7944X	
\$ 25.91 \$ 2,591.00 Pronto BR 54103		\$ 84.98 \$ 8,498.00 Raybestos 680110P			\$ 28.95 \$ 2,895.00 Bendix PRT5326P	\$ 44.41 \$ 4,441.00 48880110	
\$ 17.71 \$ 1,771.00 Pronto BR 54105		\$ 56.97 \$ 5,697.00 Raybestos 680129P			\$ 20.95 \$ 2,095.00 Bendix PRT5353P	\$ 31.96 \$ 3,196.00 48880129	
\$ 33.29 \$ 332.90 Centric 141.61087		\$ 84.95 \$ 849.50 Raybestos RC11381P			\$ 69.50 \$ 695.00 Bendix SL55990	\$ 93.56 \$ 935.60 LE 5391BSD	
\$ 35.29 \$ 352.90 Centric 141.61088		\$ 84.95 \$ 849.50 Raybestos RC11382P			\$ 69.50 \$ 695.00 Bendix SL55991	\$ 93.56 \$ 935.60 LE 53928SD	
\$ 26.61 \$ 266.10 Centric 141.61519		\$ 61.95 \$ 619.50 Raybestos RC11821P			\$ 65.50 \$ 655.00 Bendix SL55992	\$ 77.96 \$ 779.60 LE 5402	
\$ 26.61 \$ 266.10 Centric 141.61520		\$ 61.95 \$ 619.50 Raybestos RC11822P			\$ 65.50 \$ 655.00 Bendix SL55993	\$ 77.96 \$ 779.60 LE 5401	
\$ 39.73 \$ 3,973.00 Bendix PBD 1058		\$ 45.95 \$ 4,595.00 Raybestos ATD1057AP			\$ 39.95 \$ 3,995.00 Bendix PBD1057A	\$ 57.36 \$ 5,736.00 SS7965X	
\$ 35.24 \$ 3,524.00 Bendix PBD 1057A		\$ 46.95 \$ 4,695.00 Raybestos ATD 1058P			\$ 39.95 \$ 3,995.00 Bendix PBP1058	\$ 34.41 \$ 3,441.00 SS8292M	
\$ 30.41 \$ 6,082.00 Pronto BR53023		\$ 78.98 \$ 15,796.00 Raybestos 780256P			\$ 35.95 \$ 7,190.00 Bendix PRT5651P	\$ 41.67 \$ 8,334.00 48880256	
\$ 46.79 \$ 467.90 Centric 141.63045		\$ 70.95 \$ 709.50 Raybestos RC1701P			\$ 79.50 \$ 795.00 Bendix SL56152	\$ 59.29 \$ 592.90 SE 5568	
\$ 46.79 \$ 467.90 Centric 141.63046		\$ 70.95 \$ 709.50 Raybestos RC11702P			\$ 79.50 \$ 795.00 Bendix SL56153	\$ 59.29 \$ 592.90 SE 5567	
\$ 37.01 \$ 740.20 Raybestos RC11767P		\$ 65.95 \$ 1,319.00 Raybestos RC1176P			\$ 75.50 \$ 1,510.00 Bendix SL56147A	\$ 55.87 \$ 1,117.40 SE 552	
Total \$ 28,215.00	NO BID	Total \$ 54,147.00	NO BID	NO BID	Total \$ 33,960.00	Total \$ 41,533.60	NO BID

SECTION XVI	SECTION XVI	SECTION XVI	SECTION XVI	SECTION XVI	SECTION XVI	SECTION XVI	SECTION XVI
\$ 34.94 \$ 3,494.00 Bendix PBD1404	NO BID	\$ 43.50 \$ 4,350.00 Raybestos ATD1404P	NO BID	NO BID	\$ 39.95 \$ 3,995.00 Bendix PBD1404	\$ 60.63 \$ 6,063.00 SS8512X	NO BID
\$ 37.44 \$ 3,744.00 Bendix PBD 1352		\$ 46.50 \$ 4,650.00 Raybestos ATD1352P			\$ 39.95 \$ 3,995.00 Bendix PBD1352	\$ 40.97 \$ 4,097.00 SS8462M	
\$ 41.03 \$ 4,103.00 Pronto BR 900508		\$ 75.00 \$ 7,500.00 Raybestos 580676P			\$ 49.50 \$ 4,950.00 Bendix PRT5839	\$ 54.29 \$ 5,429.00 48880676	
\$ 29.09 \$ 2,909.00 Pronto BR900514		\$ 60.00 \$ 6,000.00 Raybestos 580724P			\$ 42.50 \$ 4,250.00 Bendix PRT6169	\$ 55.62 \$ 5,562.00 48880724	
\$ 118.72 \$ 1,187.20 Centric 141.62206		\$ 103.50 \$ 1,035.00 Raybestos 10-4484S			\$ 125.00 \$ 1,250.00 Bendix SL56351	\$ - \$ - N/A	
\$ 118.72 \$ 1,187.20		\$ 103.50 \$ 1,035.00 Raybestos 10-4485S			\$ 125.00 \$ 1,250.00 Bendix SL56352	\$ - \$ - N/A	
\$ 41.24 \$ 412.40		\$ 43.50 \$ 435.00 Raybestos FRC12477			\$ 89.00 \$ 890.00 Bendix SL56353	\$ - \$ - N/A	
\$ 41.24 \$ 412.40 Centric 141.62603		\$ 43.50 \$ 435.00 Raybestos FRC12478			\$ 89.00 \$ 890.00 Bendix SL56354	\$ - \$ - N/A	
Total \$ 17,449.20	NO BID	Total \$ 25,440.00	NO BID	NO BID	Total \$ 21,470.00	Total \$ 21,151.00	NO BID

SECTION XVII	SECTION XVII	SECTION XVII	SECTION XVII	SECTION XVII	SECTION XVII	SECTION XVII	SECTION XVII
\$ 38.39 \$ 3,839.00 Bendix PBD 1611	NO BID	\$ 46.50 \$ 4,650.00 Raybestos ATD1508SV	NO BID	NO BID	\$ 39.95 \$ 3,995.00 Bendix D1508	\$ 68.40 \$ 6,840.00 UP8855M	NO BID
\$ 37.45 \$ 3,745.00 Bendix PBD 1612		\$ 34.00 \$ 3,400.00 Raybestos ATD1377SV			\$ 39.95 \$ 3,995.00 Bendix D1377	\$ 51.42 \$ 5,142.00 UP8488X	
\$ 51.82 \$ 5,182.00 Motorcraft BRRF 202		\$ 45.95 \$ 4,595.00 Raybestos 680758R			\$ 44.50 \$ 4,450.00 Bendix PRT6124	\$ 60.41 \$ 6,041.00 48880982	
\$ 40.78 \$ 4,078.00 BRRF92 Motorcraft		\$ 37.95 \$ 3,795.00 Raybestos 68686R			\$ 28.50 \$ 2,850.00 Bendix PRT5898	\$ 38.19 \$ 3,819.00 48880983	
\$ 55.66 \$ 556.60 Motorcraft BRCF 293		\$ 55.95 \$ 559.50 Raybestos FRC12051			\$ 89.50 \$ 895.00 Bendix SL56249	\$ - \$ - N/A	
\$ 55.66 \$ 556.60 Motorcraft BRCF 292		\$ 55.95 \$ 559.50 Raybestos FRC12052			\$ 89.50 \$ 895.00 Bendix SL56248	\$ - \$ - N/A	
\$ 63.35 \$ 633.50 Motorcraft BRCF 329		\$ 46.50 \$ 465.00 Raybestos FRC12473			\$ 89.50 \$ 895.00 Bendix SL56361	\$ - \$ - N/A	
\$ 63.36 \$ 633.60 Motorcraft BRCF 328		\$ 46.50 \$ 465.00 Raybestos FRC12473			\$ 89.50 \$ 895.00 Bendix SL56362	\$ - \$ - N/A	
Total \$ 19,224.30	NO BID	Total \$ 18,489.00	NO BID	NO BID	Total \$ 18,870.00	Total \$ 21,842.00	NO BID



City of Laredo
Purchasing Division
Renewal Notice

May 3, 2017

Ms. Lindi Brooks
Vehicle Maintenance Program
3595 N. Dixie HWY, Bay #7
Boca Raton, Florida 33431

Re: Automotive Parts – Fleet Department
Contract Renewal Extension II
FY15-044

Dear Ms. Brooks,

A contract for providing automotive parts was awarded to your company on 7/20/15. This award provided for the possible extension of this contract for one additional one year period with the same contract pricing. This is the last extension period for this contract.

Current Contract Pricing

Section I Oil & Fuel Filters (WIX)

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

Vehicle Maintenance Program	
Request a contract extension: <input checked="checked" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: <u>Lindi Brooks</u>	
Print Name: <u>Lindi Brooks</u>	
Date: <u>5.4.17</u>	

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 794-1730 Email: caldane@ci.laredo.tx.us



City of Laredo
Purchasing Division
Renewal Notice

May 2, 2017

Mr. Jose Gage
Gonzalez Auto Parts
4220 San Bernardo Avenue
Laredo, Texas 78041

Re: Automotive Parts -- Fleet Department
Contract Renewal Extension II
FY15-044

Dear Mr. Gage,

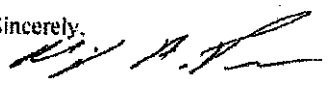
A contract for providing automotive parts was awarded to your company on 7/20/15. This award provided for the possible extension of this contract for one additional one year period with the same contract pricing. This is the last extension period for this contract.

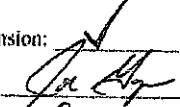
Current Contract Pricing

Section II	Belts, Hoses & Cooling	Section X	Ignition
Section III	Brakes & Wheel Bearings	Section XI	Lamps, Bulbs, Flashers, Switches
Section IV	Chassis & Steering	Section XII	Shock Struts
Section V	Drive Train	Section XIII	Wiper Blades, Arms & Motors
Section VI	Electrical	Section XIV	Service Lubricants
Section VII	Exhaust	Section XV	Police Brakes
Section VIII	Fuel & Emission	Section XVI	Police Brake items for Chevy Caprice
Section IX	Heating & Air Conditioning	Section XVI	Police Brake items for Ford Explorers

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

Gonzalez Auto Parts	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	
Print Name: <u>Joe Gage</u>	
Date: <u>5-3-17</u>	

City of Laredo -- Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)790-1800 Fax 794-1730 Email: cauldape@ci.laredo.tx.us

City Council-Regular

Meeting Date: 06/06/2016

Initiated By: Robert Eads, Assistant City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer, Jack Dunn, Fleet Department General Manager, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual supply contracts FY15-044 for the purchase of automotive parts for the Fleet Department to the following vendors:

- 1) Gonzalez Auto Parts, Laredo, TX, for an amount up to \$200,000.00 (Primary Vendor); and
- 2) Vehicle Maintenance Program, Boca Raton, FL, for an amount up to \$15,000.00 (Secondary Vendor).

The replacement parts will be purchased on an as needed basis for all City fleet vehicles. The contract items include: oil/fuel filters, front end parts, hoses, clamps, belts, lamp/bulbs service lubricants and brakes. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There will be no increase during this extension period. This is the first of two extension periods. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 7/20/15.

BACKGROUND

The current vendors are required to maintain a parts inventory, and will provide delivery services and all parts must be in manufacturers new, unopened containers. As with all supply contracts, these items will purchased on an as needed basis. There will be no price increase during this extension period. A&A Auto Parts Store has declined to renew their award of this contract.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. 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.

Evaluation Summary:

Vendor		
Gonzalez Auto Parts	Primary Vendor	
Vehicle Maint. Program	Secondary Vendor	

Sections to be awarded:

Gonzalez Auto Parts	Vehicle Maintenance Program
Section II – Belts Hoses & Cooling	Section I – Oil and Filters (WIX)
Section III – Brakes & Wheel Bearing non P.D. Items(1,13,14,15,16, 18-20, 22-27, 32, 33-35,40,41,49,50,56,58-60, 62,66,67,68,70,73,74)	
Section IV - Chassis & Steering	
Section V – Drive Train	
Section VI – Electrical	
Section VII – Exhaust	
Section VIII – Fuel & Emission	
Section IX – Heating & Air Conditioning	
Section X – Ignition	
Section XI- Lamps, Bulbs, Flashers, & Switches	
Section XII – Shocks Struts	
Section XIII – Wiper Blades, Arms & Motors	
Section XIV – Service Lubricants	
Section XV – Police Brakes item	
Section XVI –Police Brake items for Chevy Caprice	
Section XVII- Police Brake items for Ford Explorers	

A complete price schedule is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year: 2016
Budgeted 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.

Fiscal Year: 2016
Budgeted Y/N?: Yes
Source of Funds:
Account #: 59328105332071
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Attachments

Bid Tab FY15-044
Contracts FY15-044



**City of Laredo
Purchasing Division**

Renewal Notice

May 16, 2016

Mr. Jose Gage
Gonzalez Auto Parts
4220 San Bernardo Avenue
Laredo, Texas 78041

Re: Automotive Parts – Fleet Department
Contract Renewal Extension I
FY15-044

Dear Mr. Gage,

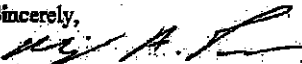
A contract for providing automotive parts was awarded to your company on 7/20/15. This award provided for the possible extension of this contract for one additional one year period with the same contract pricing. This is the first of two extension periods.

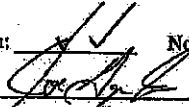
Current Contract Pricing

Section II	Belts, Hoses & Cooling	Section X	Ignition
Section III	Brakes & Wheel Bearings	Section XI	Lamps, Bulbs, Flashers, Switches
Section IV	Chassis & Steering	Section XII	Shock Struts
Section V	Drive Train	Section XIII	Wiper Blades, Arms & Motors
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Section VII	Exhaust	Section XV	Police Brakes
Section VIII	Fuel & Emission	Section XVI	Police Brake Items for Chevy Caprice
Section IX	Heating & Air Conditioning	Section XVI	Police Brake items for Ford Explorers

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

Gonzalez Auto Parts	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	
Print Name: Joe Gage Jr.	
Date: 5-16-16	

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)790-1800 Fax 794-1730 Email: caldape@ci.laredo.tx.us



**City of Laredo
Purchasing Division**

Renewal Notice

May 16, 2016

Ms. Lindi Brooks
Vehicle Maintenance Program
3595 N. Dade HWY, Bay #7
Boca Raton, Florida 33431

Re: Automotive Parts - Fleet Department
Contract Renewal Extension I
FY15-044

Dear Ms. Brooks,

A contract for providing automotive parts was awarded to your company on 7/20/15. This award provided for the possible extension of this contract for one additional one year period with the same contract pricing. This is the first of two extension periods.

Current Contract Pricing

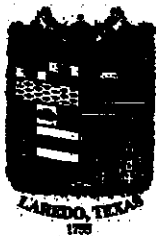
Section I Oil & Fuel Filters (WIX)

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

Vehicle Maintenance Program	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature:	
Print Name: Lindi Brooks	
Date: 5/18/16	



**City of Laredo
Purchasing Division**

Renewal Notice

May 16, 2016

Mr. Rick Sabol
A&A Auto Parts Store
4630 Broadway Street Bldg. E
Allentown, Pennsylvania 18104

Re: Automotive Parts – Fleet Department
Contract Renewal Extension I
FY15-044

Dear Mr. Sabol,

A contract for providing automotive parts was awarded to your company on 7/20/15. This award provided for the possible extension of this contract for one additional one year period with the same contract pricing. This is the first of two extension periods.

Current Contract Pricing

Section IV Police Brake Item

Section VI – Police Brake items for Chevy Caprice

Section XVII – Police Brake items for Ford Explorers

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

A&A Auto Parts Store

Request a contract extension: _____ Not request a contract extension: NO

Authorized Signature: Rick Sabol

Print Name: Rick Sabol

Date: 5/17/2016

Our reason for not renewing this contract is due to lack of purchase. Reward of 27,000 dollars we were given 2,400.00 for all of 2015... Sorry we have to pass....

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)790-1800 Fax 794-1730 Email: galdano@ci.laredo.tx.us

#8

CITY OF LAREDO
PURCHASING DIVISION

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) Vehicle Maintenance Program, Inc.

Signature

of person authorized to sign bid

Date 5/11/15

Print Name

of person authorized to sign bid

Title:

Business Address: 3595 N. DIXIE HWY, BOX #7

City, State, Zip Code: BOCA RATON FL 33481

Telephone Number: 561-362-6080

Fax Number: 561-362-7994

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)

CITY OF LAREDO
PURCHASING DIVISION

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

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business 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

CITY OF LAREDO
PURCHASING DIVISION

☒ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION
OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.
(check box if applicable)

INITIALS

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

no FILTERS ARE FRAM

CITY OF LAREDO
PURCHASING DIVISION

15.0 PRICING

Section -I OIL AND FUEL FILTERS (WIX) stock numbers or Approved equal					
Item	Description	Qty	Unit Cost	Total Cost	Proposed Brand Stock Number
1	# 33011 fuel	24	\$ 86 -	\$ 20.64 -	G4164
2	# 33032 fuel	12	\$ 1.28 -	\$ 15.36 -	G2
3	# 33109 fuel	22	\$ 2.98 -	\$ 65.56 -	P3528A
4	# 33166 fuel	6	\$ 2.75 -	\$ 16.50 -	C1191A
5	# 33210 fuel	18	\$ 6.06 -	\$ 109.08 -	CS3504
6	# 33296 fuel	16	\$ 2.66 -	\$ 42.56 -	G3850
7	# 33357 fuel	6	\$ 3.60 -	\$ 21.60 -	P3401
8	# 33358 fuel	10	\$ 3.14 -	\$ 31.40 -	P4102A
9	# 33377 fuel	101	\$ 5.08 -	\$ 513.08 -	P8490
10	# 33392 fuel	15	\$ 9.05 -	\$ 135.75 -	PS8554
11	# 33405 fuel	10	\$ 8.33 -	\$ 83.30 -	PS10713
12	# 33406 fuel	81	\$ 7.67 -	\$ 621.27 -	PS8048
13	# 33412 fuel	20	\$ 17.02 -	\$ 340.40 -	PS7714
14	# 33442 fuel	15	\$ 8.64 -	\$ 129.60 -	PS6830
15	# 33472 fuel	33	\$ 4.93 -	\$ 162.69 -	P8043
16	# 33481 fuel	9	\$ 2.84 -	\$ 25.56 -	G3727
17	# 33518 fuel	30	\$ 7.76 -	\$ 232.80 -	CS8629A
18	# 33546 fuel	10	\$ 10.26 -	\$ 102.60 -	PS9268
19	# 33548 fuel	27	\$ 9.08 -	\$ 245.16 -	PS7407A
20	# 33595 fuel	51	\$ 3.47 -	\$ 176.97 -	G8018
21	# 33604 fuel	80	\$ 14.71 -	\$ 1176.80 -	PS8687
22	# 33638 fuel	12	\$ 8.90 -	\$ 106.80 -	PS8533
23	# 33668 fuel	10	\$ 10.26 -	\$ 102.60 -	PS9268
24	# 33674 fuel	139	\$ 5.67 -	\$ 788.13 -	P8335
25	# 33791 fuel	21	\$ 6.06 -	\$ 127.26 -	CS3504
26	# 33899 fuel	26	\$ 24.20 -	\$ 629.20 -	CS9667A
27	# 33936 fuel	76	\$ 7.58 -	\$ 576.08 -	P10275
28	# 33950 fuel	94	\$ 35.60 -	\$ 3346.40 -	CS10263A
29	# 33966 fuel	54	\$ 6.08 -	\$ 328.32 -	P10715
30	# 42124 air	15	\$ 16.55 -	\$ 248.25 -	CAK259
31	# 42226 air	103	\$ 13.60 -	\$ 1400.80 -	CA53557
32	# 42321 air	28	\$ 16.10 -	\$ 450.80 -	CAK565A
33	# 42488 air	76	\$ 8.60 -	\$ 653.60 -	CAR755
34	# 42610 air	10	\$ 31.85 -	\$ 318.50 -	CA10238
35	# 42679 air	20	\$ 16.47 -	\$ 329.40 -	CAK565A
36	# 42691 air	10	\$ 49.13 -	\$ 491.30 -	CA1503
37	# 42731 air	24	\$ 34.69 -	\$ 832.56 -	CA9516
38	# 42812 air	52	\$ 7.48 -	\$ 388.96 -	CA154354
39	# 42824 air	15	\$ 49.13 -	\$ 736.95 -	CA1503

**CITY OF LAREDO
PURCHASING DIVISION**

40	# 42868 air	21	\$ 16.47 -	\$ 345.87-	CAK566A
41	# 42985 air	30	\$ 7.93 -	\$ 237.90-	CA95DSY
42	# 46077 air	15	\$ 2.74 -	\$ 41.10 -	CA3901
43	# 46134 air	277	\$ 2.70 -	\$ 747.90-	CA5056
44	# 46153 air	6	\$ 2.65 -	\$ 15.90 -	CA6479
45	# 46174 air	10	\$ 2.50 -	\$ 25.00	CA6366
46	# 46213 air	17	\$ 3.16 -	\$ 53.72-	CA7440
47	# 46253 air	104	\$ 2.50 -	\$ 260.00	CA8243
48	# 46360 air	10	\$ 9.09 -	\$ 90.90-	CAK5052S
49	# 46418 air	237	\$ 3.95 -	\$ 936.15-	CA8039
50	# 46429 air	130	\$ 13.27 -	\$ 1725.10	CA7139SY
51	# 46433 air	142	\$ 8.70 -	\$ 1235.40	CAK5052S
52	# 46438 air	61	\$ 14.24 -	\$ 868.64	CA9550
53	# 46449 air	21	\$ 7.27 -	\$ 152.67	CA9248
54	# 46522 air	30	\$ 7.04 -	\$ 211.20-	CA1544SY
55	# 46562 air	20	\$ 12.41 -	\$ 248.20	CA8737
56	# 46569 air	20	\$ 11.50 -	\$ 230.00	CA8297SY
57	# 46671 air	21	\$ 5.64 -	\$ 118.44-	CA9269
58	# 46672 air	21	\$ 10.24 -	\$ 215.04	CA9269SY
59	# 46728 air	30	\$ 7.27 -	\$ 218.10-	CA9400
60	# 46904 air	20	\$ 33.75 -	\$ 675.00	CA8003
61	# 46917 air	10	\$ 33.10 -	\$ 33.10 -	CA9948
62	# 46919 air	45	\$ 31.53 -	\$ 1418.85	CA9871
63	# 49082 air	30	\$ 7.90 -	\$ 237.00-	PA10188
64	# 49883 air	24	\$ 4.26 -	\$ 102.24-	CA10262
65	# 49886 air	92	\$ 31.00 -	\$ 2852.00	CA10270
66	# 51040 oil	12	\$ 22.6 -	\$ 271.2-	PH3387A
67	# 51056 oil	10	\$ 2.65 -	\$ 26.50-	PH3170
68	# 51061 oil	10	\$ 22.6 -	\$ 22.60	PH5
69	# 51065 oil	60	\$ 2.41 -	\$ 144.60	PH4967
70	# 51085 oil	222	\$ 2.36 -	\$ 523.92	PH16
71	# 51334 oil	27	\$ 2.21 -	\$ 59.67-	PH3593A
72	# 51348 oil	93	\$ 2.21 -	\$ 205.53-	PH3614
73	# 51356 oil	10	\$ 2.38 -	\$ 23.80 -	PH7317
74	# 51365 oil	15	\$ 2.38 -	\$ 35.70 -	PH6607
75	# 51372 oil	741	\$ 2.36 -	\$ 1748.76	PH2
76	# 51394 oil	21	\$ 2.47 -	\$ 51.87 -	PH4967
77	# 51459 oil	10	\$ 3.28 -	\$ 32.80-	PH977
78	# 51515 oil	10	\$ 2.26 -	\$ 22.60 -	PH8A
79	# 51516 oil	125	\$ 2.16 -	\$ 270.00-	PH3600
80	# 51522 oil	86	\$ 1.99 -	\$ 171.14 -	PH9837
81	# 51551 hydraulic	15	\$ 3.07 -	\$ 46.05-	PH653A

**CITY OF LAREDO
PURCHASING DIVISION**

82	# 51602 oil	10	\$ 2.92 -	\$ 29.20 -	PH3900
83	# 51721 hydraulic	15	\$ 37.57 -	\$ 563.55	PH4165
84	# 51734 oil	30	\$ 3.56 -	\$ 166.80 -	PH3786
85	# 51748 oil	79	\$ 11.67 -	\$ 921.93	HPH6349A
86	# 51749 oil	102	\$ 9.33 -	\$ 951.66	P3555A
87	# 51750 oil	54	\$ 5.30 -	\$ 286.20	CI75E
88	# 51791 oil	105	\$ 3.67 -	\$ 385.35	PH49A
89	# 51792 oil	148	\$ 7.59 -	\$ 1123.32 -	PH3385
90	# 51798 oil	53	\$ 5.09 -	\$ 269.77	PH3546
91	# 51801 oil	24	\$ 8.19 -	\$ 196.56 -	PH8426
92	# 57037 oil	28	\$ 6.40 -	\$ 179.20 -	HPH9617
93	# 57060 oil	33	\$ 2.21 -	\$ 72.93 -	PH10060
94	# 57182 oil	52	\$ 4.33 -	\$ 225.16 -	PH8942
95	# 57243 oil	10	\$ 6.35 -	\$ 63.50 -	PH8476
96	# 57314 oil	120	\$ 4.78 -	\$ 573.60 -	CH9549
97	# 57750 oil	49	\$ 7.89 -	\$ 386.61 -	PH10220
TOTAL SECTION I				\$39228.01	

****Note: Part numbers not listed may be purchased on an as needed basis.****

Section II – Automotive Parts – Belts, Hoses, & Cooling

(belts, hoses, water pump, gasket, fan & clutch, thermostat, fan motors, switches, & related items)

Percent of discount offered	MIN 26 %
Product identification (Mfr.)	DAYCO
Type price schedule (dealer, jobber, etc.)	JOBBER
Price Schedule Number	APJ52
Date of price schedule	OCT 1, 2014
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	JOBBER

Section III – Automotive Parts – Brakes, related items & wheel bearings. (To be awarded by items.)

**CITY OF LAREDO
PURCHASING DIVISION**

Item	Description	Qty	Unit Cost	Total Cost	Brand Stock Number
1	723 Brake, Shoe	11	\$ -	\$ -	
2	3030 Brake, Booster	2	\$ -	\$ -	
3	4148 Brake, Seal	4	\$ -	\$ -	
4	4160 Brake, Seal, Front, F250-F350	27	\$ -	\$ -	
5	6744 Brake, Pads, Rear, Crown Victoria	74	\$ -	\$ -	
6	6904 Brake, Pads	15	\$ -	\$ -	
7	7114 Brake, Pads Semi Metallic Rear F 150	10	\$ -	\$ -	
8	7484 Brake, Pads, CV..	22	\$ -	\$ -	
9	9314 Brakes, Pads, Carbon Metallic	84	\$ -	\$ -	
10	9324 Brakes, Pads, Rear	66	\$ -	\$ -	
11	15101 Brakes, Bearing	6	\$ -	\$ -	
12	145076 Front Rotor Ranger	18	\$ -	\$ -	
13	145109 Brake, Rotor	4	\$ -	\$ -	
14	145191 Brake, Rotor	12	\$ -	\$ -	
15	145326 Brakes, F Rotor	40	\$ -	\$ -	
16	145353 Brakes, R Rotor	40	\$ -	\$ -	
17	344081 Ford, 2000-02, Interceptor, Front Shocks	6	\$ -	\$ -	
18	3W121225AA Ford, Brake, Bearing	4	\$ -	\$ -	
19	3W7Z1012AA Ford, Wheel, Nut	6	\$ -	\$ -	
20	5W1Z1104B Ford, Brakes, Hub Assy	6	\$ -	\$ -	
21	8660S Ford, Brake, Seal	8	\$ -	\$ -	
22	8C3Z1190A Ford, Brake, Seal	12	\$ -	\$ -	
23	9150S Brake, Seal	60	\$ -	\$ -	

**CITY OF LAREDO
PURCHASING DIVISION**

24	9864S Oil Seal	4	\$ -	\$ -	
25	12 Brakes, Bearing	8	\$ -	\$ -	
26	13 Brakes, Bearing	4	\$ -	\$ -	
27	A1B Brakes, Bearing	12	\$ -	\$ -	
28	A2 Brakes, Bearing	4	\$ -	\$ -	
29	AS Brakes, Bearing	24	\$ -	\$ -	
30	A6 Brakes, Bearing	24	\$ -	\$ -	
31	EOAZ21498B Ford, Brakes, Brake Washer	6	\$ -	\$ -	
32	F67Z1S1177ACA Ford, Axle, Seal	4	\$ -	\$ -	
33	MKD1012 Brake, Pads, Rear	8	\$ -	\$ -	
34	MKD1057AFM Rear Brakes, Rear Charger Severe Duty	36	\$ -	\$ -	
35	MKD1058FM Brakes, Pads Front Charger 05-07	36	\$ -	\$ -	
36	MKD1066 Brakes, FSS0 w/ Sensor	4	\$ -	\$ -	
37	MKD067 Brake Pads	4	\$ -	\$ -	
38	MKD1068 Brakes, Rear Pads Ford 05-08	4	\$ -	\$ -	
39	MKD1069 Brake, Pads, Front	4	\$ -	\$ -	
40	MKD1083 Brake, Pads, Front	6	\$ -	\$ -	
41	MKD652 Brake, Pads, Ranger	4	\$ -	\$ -	
42	MKD679 Brake, Front Pads FISO-200-2005	12	\$ -	\$ -	
43	MKD702 Brakes, Rear Pads (RAM 2500)	24	\$ -	\$ -	
44	MKD730FM Brakes, Front Pads (INTREPID)	4	\$ -	\$ -	
45	MKD777FM Brakes, F450/550 99-07 WQ/SENSOR	10	\$ -	\$ -	
46	MKD785 Brake, Pads, Front	4	\$ -	\$ -	

**CITY OF LAREDO
PURCHASING DIVISION**

47	MKD824 Brakes, Pads F350 Front	12	\$ -	\$ -	
48	MKD833 Brake, Pads, Front, Ran	24	\$ -	\$ -	
49	MKD931FM Brake, Pads, Titanium Metallic C.V.	48	\$ -	\$ -	
50	MKD932FM Brakes, Pads, Titanium Metallic C.V.	36	\$ -	\$ -	
51	MKD965 Brakes, Front Pads (Ram 2500) 02-07	4	\$ -	\$ -	
52	MKD974A Brake, Pads	6	\$ -	\$ -	
53	MR553001FORD, 2003-OS, Nterceptor, Front Shocks	4	\$ -	\$ -	
54	MR5960 Ford, 1993-02, Crown Victoria, Front Shocks	4	\$ -	\$ -	
55	MR5961Ford, 1993-02, Crown Victoria, Rear Shocks	4	\$ -	\$ -	
56	MR5993Ford, 2003-06, Crown Victoria, Rear Shocks	6	\$ -	\$ -	
57	MR71346 Ford, 2003-06, Crown Victoria, Front Shocks	4	\$ -	\$ -	
58	PRT5258 Rear Rotor F350 Super Duty	4	\$ -	\$ -	
59	PRT5519 Brake Front, Rotor	4	\$ -	\$ -	
60	PRT5520 Ford FRT Rotor 7 Stud 2WD FISO	4	\$ -	\$ -	
61	PRT5651Brakes, Front Rotors H.D. Dodge Mag/Cha	12	\$ -	\$ -	
62	PRT5739 Brakes, Rear Rotor Dodge Mag/Char Rd	12	\$ -	\$ -	
63	RS704 Brakes, Rear Shoes	4	\$ -	\$ -	
64	RS705 Brakes, Rear Shoes	4	\$ -	\$ -	
65	RS745 Brake, Emergency Brakes	4	\$ -	\$ -	
66	145325-Brake Frt Rotor	4	\$ -	\$ -	
67	145326-Brakes Rotor Frt	8	\$ -	\$ -	
68	145353-Brakes, Rear Rotor	8	\$ -	\$ -	
69	344081-Ford Inter Frt Shocks	4	\$ -	\$ -	

**CITY OF LAREDO
PURCHASING DIVISION**

			-	-	
70	81-125495-Rotor Ford Ranger	4	\$	\$	
71	BRR129-Frt Rotor F250	4	\$	\$	
72	MR553001-Ford Inter Frt Shock	4	\$	\$	
73	PRT5621-Frt Rotor Dodge Mag	6	\$	\$	
74	PRT5739-Rear Rotor Dodge Mag	4	\$	\$	
75	343135-Ford 2000 Rear Shocks	6	\$	\$	
TOTAL SECTION III				\$	
			-	-	

Section IIIA Brakes/Miscellaneous Brake Parts

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)	

Section IV Automotive Parts – Chassis & Steering

(Shocks & struts, suspension parts, steering parts, power steering hose & pumps, power steering kits & seals, front springs, rear springs, & related items)

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)	

**CITY OF LAREDO
PURCHASING DIVISION**

Section V Automotive Parts- Drive Train

(Transmission filters & parts, U & CV joints, drive axle parts, wheel bearings & seals, clutch & flywheel, & related items)

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)	

Section VI Automotive Parts – Electrical

(Alternators & generators, starter, solenoid, relay & switches, battery cables, charging system parts, starting system parts, lamps, flashers, coils, modules, & other ignition parts and related items)

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)	

Section VII Automotive Parts – Exhaust

(Exhaust system, clutch & flywheel, and related items)

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)	

**CITY OF LAREDO
PURCHASING DIVISION**

Section VIII Automotive Parts – Fuel & Emission-Cat Converter, NOX, DPF, etc.

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)	

Section IX Automotive Parts – Heating & Air Condition
(Heater valves, heater cores, blower motors, AC heater switch & relay, AC Compressor, clutch, Idler assembly, AC compressor parts, AC filter, valve condenser, evaporator, AC hose/belt, and related items)

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)	

Section X Automotive Parts – Ignition
(Engine filters, spark plugs, tune-up & ignition, coils, modules, ignition wires, and related items)

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)	

**CITY OF LAREDO
PURCHASING DIVISION**

Section XI Automotive Parts – Lamps Bulbs, Flashers & Switches
(Body switch & relay, sealed beams, lamps & flashers, and related items)

Percent of discount offered	75.5 %
Product identification (Mfr.)	Wagner
Type price schedule (dealer, jobber, etc.)	LIST
Price Schedule Number	WL103
Date of price schedule	SEPT 22, 2008
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	suggested installed LIST

Section XII Automotive Parts – Shocks & Struts
(Front spring, rear springs, shocks & struts, steering parts, suspension parts, and related items)

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)	

Section XIII Automotive Parts – Wiper, Blades, Arms & Motors
(Body switch & relays, wipers, arms & related items)

Percent of discount offered	63 %
Product identification (Mfr.)	ANCO
Type price schedule (dealer, jobber, etc.)	LIST
Price Schedule Number	NETWORK LIST
Date of price schedule	12-1-12
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	LIST

**CITY OF LAREDO
PURCHASING DIVISION**

Section XIV Automotive Parts – Service Lubricants
(Grease tubes, B-12, WD40, 3M adhesive, black silicone starting fluid related items)

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)	

Section XV Brake Disc Pads, Rotors, Calipers for Emergency Vehicles Only – Police Package, only acceptable brands for this section: Raybestos, Bendix. (To be awarded by items)

For Police Package Crown Victoria					
Item	Description	Qty	Unit Cost	Total Cost	Brand Stock Number
1	Front Disc Pads #ATD931P w/abutmentkit	100 sets	\$ -	\$ -	
2	Rear Disc Pads #ATD1040AP w/abutment kit	100 sets	\$ -	\$ -	
3	Rotors #RB680110	100 ea	\$ -	\$ -	
4	Rotors #RB680129	100 ea	\$ -	\$ -	
5	Front Calipers #RC11381P	10 ea	\$ -	\$ -	
6	Front Calipers #RC11382P	10 ea	\$ -	\$ -	
7	Rear Calipers #RC11821P	10 ea	\$ -	\$ -	
8	Rear Calipers #RC11822P	10 ea	\$ -	\$ -	
For Package Dodge Charger					
9	Front Disc Pads #ATD1057P w/abutment kit	100 sets	\$ -	\$ -	
10	Rear Disc Pads #ATD1058P w/abutment kit	100 sets	\$ -	\$ -	
11	Rotors #780256P	200 ea	\$ -	\$ -	
12	Front Calipers #RC11701P	10 ea	\$ -	\$ -	
13	Front Calipers #RC11702P	10 ea	\$ -	\$ -	

**CITY OF LAREDO
PURCHASING DIVISION**

14	Rear Calipers #RC11767P	20 ea	\$ -	\$ -	
TOTAL SECTION XV				\$ -	

Note: Quote prices for 2014 CHEV CAPRICE PPV and 2015 FORD EXPLORER SUV POLICE.

****For Package 2014 Chevrolet Caprice PPV****

Item	Description	Qty	Unit Cost	Total Cost	Brand Stock Number
1	Front Disc Pads #ATD1404P w/abutment kit	100 sets	\$ -	\$ -	
2	Rear Disc Pads #ATD1352P w/abutment kit	100 sets	\$ -	\$ -	
3	Rotors #580676P	100 ea	\$ -	\$ -	
4	Rotors #580724P	100 ea	\$ -	\$ -	
5	Front Calipers	10 ea	\$ -	\$ -	
6	Front Calipers	10 ea	\$ -	\$ -	
7	Rear Calipers	10 ea	\$ -	\$ -	
8	Rear Calipers	10 ea	\$ -	\$ -	
TOTAL SECTION XVI				\$ -	

****For Package 2015 Ford Explorer SUV Police****

Item	Description	Qty	Unit Cost	Total Cost	Brand Stock Number
1	Front Disc #ATD1508SV w/abutment kit	100 sets	\$ -	\$ -	
2	Rear Disc Pads #ATD1377SV w/abutment kit	100 sets	\$ -	\$ -	
3	Rotors Frt. #680758R	100 ea	\$ -	\$ -	
4	Rotors RR #68686R	100 ea	\$ -	\$ -	
5	Front Calipers #RC12051	10 ea	\$ -	\$ -	
6	Front Calipers #RC12052	10 ea	\$ -	\$ -	
7	Rear Calipers	10 ea	\$ -	\$ -	
8	Rear Calipers	10 ea	\$ -	\$ -	
TOTAL SECTION XVII				\$ -	



VEHICLE MAINTENANCE PROGRAM, INC.

TAB A - Overview of Company

19.1.1 OVERVIEW of VEHICLE MAINTENANCE PROGRAM, INC.

Vehicle Maintenance Program, Inc. (VMP) has been a leading supplier of aftermarket parts and accessories for transit, automotive, bus, train and truck fleets in the United States since June 1988. VMP is 100% woman-owned and certified by agencies nationwide. Our experience and expertise allow us to offer you quality products for competitive prices, while offering superior service and dedication to all our customers.

19.1.2 BUSINESS STRATEGY AND MISSION

Our overall business strategy is to provide the greatest overall value package to our customers, including superior customer service, minimized lead times and highly competitive pricing. We are able to accomplish this by having dedicated sales and customer support staff and by maintaining strong relationships with our manufacturers.

19.1.3 STRATEGIC CHANGES ETC

VMP has been 100% woman-owned and operated since its inception in June 1988. Maintaining this status has allowed us to achieve our mission for more than 27 years.

19.1.4 AUTHORIZED DEALER

For all items quoted, we are a direct authorized manufacturers' dealer.

19.1.5 PERCENTAGE DELIVERY

Same day:	0%
Next day:	0% (unless overnight freight is requested. Freight charges will be absorbed by the customer.)
One week:	98%
Two weeks:	2%

3595 N. Dixie Highway, Bay #7, Boca Raton, FL 33431
P: 561-362-6080
F: 561-362-7994
sales@vmpparts.com



VEHICLE MAINTENANCE PROGRAM, INC.

TAB C - PAST PERFORMANCE

22.3.1 Automotive service contracts

VMP holds hundreds on automotive parts supply contracts nationally. Please find some references below.

Contracting agency: New York City Transit
Contact: Adam Klein 646-252-1058
Description: Supply bearings on an as-needed basis
Contract Value: \$186,923.00
Contract Dates: 8/7/2014 to 11/6/2015

Contracting agency: Port Authority of Allegheny County
Contact: Justin Cava 412-566-5145
Description: Supply filters on an as-needed basis
Contract Value: \$221,067.00
Contract Dates: 5/1/2014 to 4/30/2016

Contracting agency: Houston MTA
Contact: Shirley Gonzales (713) 739-4982
Description: Supply filters on an as-needed basis
Contract Value: \$161,547.00
Contract Dates: 12/1/2014 to 11/30/2016

Contracting agency: EL Metro/Laredo Transit Management
Contact: Jose de Jesus Granados (956) 795 2250 ext 114
Description: Supply misc bus parts on an as-needed basis
Contract Value: \$30,000
Contract Dates: 3/17/2015 to 3/16/2016

In addition, VMP has held the contract for filters with the City of Laredo for several years.

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VEHICLE MAINTENANCE PROGRAM, INC.

22.3.2 Return Policy & Procedure

Vehicle Maintenance Program, Inc (VMP) will accept any product for return providing the item in in salable condition.

When the return is required due to an error on VMP's behalf, VMP will arrange for pickup of product and will issue full credit.

When the return is required due to an error made by the customer, the customer will be responsible for shipping the product back to either VMP's warehouse or the manufacturers' warehouse, depending on the products' original origin. In some cases a 10-20% restocking fee may apply.

22.3.3 Disqualified/Disbarred

N/A

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sales@vmpparts.com



VEHICLE MAINTENANCE PROGRAM, INC.

TAB D

21.1 Percentage of stocked item on hand

In order to keep overhead costs down, VMP dropships as much as possible directly from our manufacturers to our customers. All product is typically stocked at the manufacturers warehouse and shipped from there. In some circumstances and upon the customers' request, we do stock parts at our warehouse in Boca Raton FL. Specifically, we stock the majority of all the wiper blades ordered at our warehouse in Boca Raton FL.

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sales@vmpparts.com



VEHICLE MAINTENANCE PROGRAM, INC.

TABLE – Local Service

21.1 Local Service

VMP does not have a local operation in Laredo TX where parts are stocked.

3595 N. Dixie Highway, Bay #7, Boca Raton, FL 33431

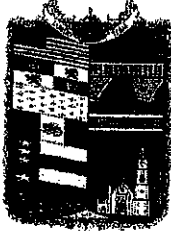
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F: 561-362-7994

sales@vmpparts.com

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CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**AUTOMOTIVE PARTS
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 to provide car wash services for official municipal fleet vehicles.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com/Bids/Bids.htm

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on May 20, 2015**; and all bids received will be opened and read publicly at **3:00 PM at the Office of the City Secretary on May 21, 2015**.

Bids are to be submitted in a sealed envelope clearly marked:

Bid: **Automotive Parts – Fleet Division
FY15-044**

Bids are to be mailed: City of Laredo – City Secretary C/O Gustavo Guevara Jr. City Hall – Third Floor PO Box 579 Laredo, Texas 78042-0579	Hand Delivered: City of Laredo – City Secretary C/O Gustavo Guevara Jr. City Hall – Third Floor 1110 Houston Laredo, Texas 78040
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

**CITY OF LAREDO
PURCHASING DIVISION**

**CITY OF LAREDO
PURCHASING DIVISION**



**City of Laredo
Purchasing Division**

Notice to Bidders

The City of Laredo invites interested parties to submit proposals subject to the terms and conditions and other contract provisions, for awarding an annual contract to provide car wash services for official municipal fleet vehicles. Copies of the specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com/Bids/Bids.htm. Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M. on May 20, 2015 and all proposals received will be opened and publicly acknowledged at 3:00 PM on May 21, 2015.

Bids are to be submitted in a sealed envelope clearly marked:

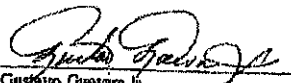
**Bid: Automotive Parts – Fleet Division
RFB FY15-044**

Bids are to be mailed:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

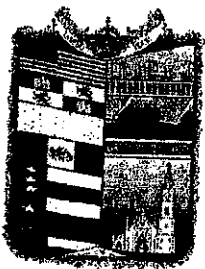
Hand Delivered:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, THIS 4th DAY OF May 2015.


Gustavo Guevara Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

The City of Laredo invites interested parties to submit proposals subject to the terms and conditions and other contract provisions, for awarding an annual contract to provide car wash services for official municipal fleet vehicles. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com/Bids/Bids.htm. Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M. on May 20, 2015 and all proposals received will be opened and publicly acknowledged at 3:00 PM on May 21, 2015.

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Laredo, Texas 78042-0579

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City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

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WITNESS MY HAND AND SEAL, THIS 4th DAY OF May 2015.

Gustavo Guevara Jr.
City Secretary

**CITY OF LAREDO
PURCHASING DIVISION**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, P.O. Box 579, Laredo, Texas 78042.
- (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

**CITY OF LAREDO
PURCHASING DIVISION**

- (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.

**CITY OF LAREDO
PURCHASING DIVISION**

9.0 INTENT OF CONTRACT

(a) **ANNUAL SUPPLY CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) The contract will be awarded to the bidder(s) based on the best value evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. **Proof:** The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.
- (e) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

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12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.
- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 - 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 - 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
 - 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
 - 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 - 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 - 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

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13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED INTERESTS IN CONTRACTS

(a) No city official or employee shall directly or indirectly have a financial interest in any contract with the City, or shall be financially interested in the sale to the City of any land, materials, supplies, or service, except on behalf of the City as an official or employee.

(b) Any willful violation of this Section shall constitute malfeasance in office, and any city official or employee listed in subsection (a) who is found guilty thereof shall forfeit his office or position. Any violation of this Section, with the knowledge, expressed or implied, of the person or corporation contracting with the Council shall render the contract involved voidable by the City Manager or the Council and the case shall be referred to the proper authorities.

(c) Financial Interest.

A city official or employee is presumed to have a prohibited "financial interest" in a contract with the City, or in the sale to the city of land, materials, supplies, or service, if any of the following individuals or entities is a party to the contract or sale:

- (1) A city official, city employee, Parks & Leisure Advisory Committee Member, Historic District Land Board Member, Ethics Commission Board Member, or other decision making board member;
- (2) His or her spouse, sibling, parent, child or other family member within the fourth degree of consanguinity or affinity;
- (3) A business entity in which the official or employee, or his or her parent, child or spouse, directly or indirectly owns:
 - (A) Ten percent (10%) or more of the voting stock or shares of the business entity; or
 - (B) Ten percent (10%) or more of the fair market value of the business entity; or
- (4) A business entity if any person or entity listed in Subsection (1),(2) or (3) above is:
 - (A) a subcontractor on a city contract;
 - (B) a partner; or
 - (C) a parent or subsidiary business entity.

13.3 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.4 NON-COLLUSIVE AFFIDAVIT

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

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Tab A - Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) Gonzalez Auto Parts

Signature

of person authorized to sign bid

Date

5/20/2015

Print Name

of person authorized to sign bid

Joe Gage

Title:

President

Business Address:

4220 San Bernardo Ave.

City, State, Zip Code:

Laredo, TX 78041

Telephone Number:

956-726-9766

Fax Number:

956-726-9760

Contact Person Email Address:

jgage@gapauto parts.com

Federal Tax ID Number:

20-2071342

Bidders Principal/Corporate Place of Business Address:

4220 San Bernardo Ave., Laredo, TX 78041

Indicated Status of Business:

Corporation

Partnership



Sole Proprietorship

Other:

If other state business status:

State how long under its present business name:

78 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 ☒

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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.

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business 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

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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**

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☐ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION
OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.
(check box if applicable)

INITIALS

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg.,
Regular Session.

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government
Code by a person who has a business relationship as defined by Section 176.001(1-a) with a
local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental
entity not later than the 7th business day after the date the person becomes aware of facts
that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local
Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

N/A

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the
7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has
an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to
this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment
income, from the filer of the questionnaire? ☐ Yes ☐ No

N/A

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the
direction of the local government officer named in this section AND the taxable income is not received from the local
governmental entity? ☐ Yes ☐ No

N/A

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local
government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

N/A

D. Describe each employment or business relationship with the local government officer named in this section.

N/A
Signature of person doing business with the governmental entity

5-20-15
Date

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**Formal Request for Bids
Automotive Parts-Fleet**

14.0 GENERAL CONDITIONS

- 14.1 Only those bids from known manufacturers or their franchised dealers will be accepted so as to maintain a level of quality parts and also, to keep "downtime" to a minimum. Bidder must fill in
- 14.2 the necessary information pertaining to discounts, price list, schedule, to be provided before bid will be awarded.
- 14.3 ONLY the following BRANDS will be accepted.
- 14.4 The successful bidder will be required to maintain a parts inventory, and will provide delivery service with all parts packaged in new, unopened container. Repackaging will not be accepted!

General Motors	Ford	Motorcraft	Mopar
Monroe	Carter		Perfect Circle
Champion	Phillips	Purolator	McCord
Cloyes	Standard	Four Seasons	Federal
	TRW	Precision	
Wagner	Dayco	Delco	
NSK	Timken		Fel Pro
	Sylvania	Goodyear	Victor
Fram	Donaldson	Westinghouse	Hayden
Arrow	Gates		NAPA
Fleetguard	Bendix		United Raybestos
Baldwin	Wix	Hastings	Performance Friction

- 14.5 Contract shall be for a period of one year with an option to extend contract for two additional one-year terms upon mutual consent of both parties.
- 14.6 Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified and capable to fulfill the specifications herein listed.
- 14.7 When contractor cannot abide by the terms and conditions in fulfilling his contract, contractor must supply the materials, service or vehicles from other sources at the contract price. If contractor delays in providing the service or supplies, the City of Laredo reserves the right to purchase on the open market and charge the contractor the difference between contract price and purchase price.
- 14.8 Bids not submitted on the forms provided by the City of Laredo, will not be considered.
- 14.9 All bid prices must be quoted FOB, freight included, 1102 Bob Bullock Loop, Laredo, Texas 78043. Bidders may be required to submit manufacturer's latest catalog or descriptive literature describing all parts included as part of bid prior to an award of contract.
- 14.10 Pick up & delivery: Successful bidder must provide pick-up and delivery of automotive parts during regular working hours between 8:00a.m. and 5:00p.m to Fleet Management Shop located at 1102 Bob Bullock Loop, Laredo, Texas 78043. Delivery of automotive parts must be within 5 working days after receipt of order! Excessive delays in time of delivery may be cause to cancel contract!

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- 14.11 Bidder's facilities and equipment may be a determining factor in making the bid award.
- 14.12 All bidders may be subject, by the City of Laredo, to inspection of bidder's facilities and equipment.
- 14.13 Revision of unit prices-Contract pricing must be firm for a six-month period.
It is agreed that the bid prices may be superseded after the six-month period only if such price revisions are the result of a general industry price revision. Bidders must submit a written notice thirty (30) days prior to a change in the price level.
- 14.14 The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions stated in this bid.
- 14.15 Payment and Invoicing: All invoices must show purchase order number and should be legible. Payment is deemed to be made on the date checks are mailed by the City of Laredo. All invoices for the City of Laredo have a 30-day term from the receipt of order.
- 14.16 For any questions or concerns on the following bid items please feel free to contact Mr. Jack Dunn at our Fleet Department at (956) 727-6455 or by email at jdunn@ci.laredo.tx.us

**CITY OF LAREDO
PURCHASING DIVISION**

15.0 PRICING

Section -I OIL AND FUEL FILTERS (WIX) stock numbers or Approved equal

Item	Description	Qty	Unit Cost	Total Cost	Proposed Brand Stock Number
1	# 33011 fuel	24	\$ 1-13	\$ 27-12	Hastings GF 95
2	# 33032 fuel	12	\$ 1-23	\$ 14-76	" GF 2
3	# 33109 fuel	22	\$ 3-03	\$ 66-66	" FF 945
4	# 33166 fuel	6	\$ 2-90	\$ 17-40	" FF 963
5	# 33210 fuel	18	\$ 6-83	\$ 122-94	" FF 1236
6	# 33296 fuel	16	\$ 3-70	\$ 59-20	" GF 247
7	# 33357 fuel	6	\$ 4-58	\$ 27-48	" FF 1014
8	# 33358 fuel	10	\$ 3-79	\$ 37-90	" FF 832
9	# 33377 fuel	101	\$ 5-89	\$ 594-89	" FF 1076
10	# 33392 fuel	15	\$ 13-66	\$ 204-90	" FF 1111
11	# 33405 fuel	10	\$ 6-65	\$ 66-50	" FF 863
12	# 33406 fuel	81	\$ 7-86	\$ 636-66	" FF 1060
13	# 33412 fuel	20	\$ 17-27	\$ 345-40	" FF 1042
14	# 33442 fuel	15	\$ 7-70	\$ 115-50	" FF 1073
15	# 33472 fuel	33	\$ 5-78	\$ 190-74	" FF 1169
16	# 33481 fuel	9	\$ 5-18	\$ 46-62	" GF 111
17	# 33518 fuel	30	\$ 12-74	\$ 382-20	" FF 1114
18	# 33546 fuel	10	\$ 8-27	\$ 82-70	" FF 1102D
19	# 33548 fuel	27	\$ 8-22	\$ 221-94	" FF 1103D
20	# 33595 fuel	51	\$ 4-09	\$ 208-59	" GF 326
21	# 33604 fuel	80	\$ 15-21	\$ 1,216-80	" FF 1164SPS
22	# 33638 fuel	12	\$ 8-22	\$ 98-64	" FF 1100D
23	# 33668 fuel	10	\$ 8-27	\$ 82-70	" FF 1102D
24	# 33674 fuel	139	\$ 6-80	\$ 945-20	" FF 1056
25	# 33791 fuel	21	\$ 6-42	\$ 134-82	" FF 1237
26	# 33899 fuel	26	\$ 25-52	\$ 663-52	" FF 1145
27	# 33936 fuel	76	\$ 9-13	\$ 693-88	" FF 1173
28	# 33950 fuel	94	\$ 22-17	\$ 2,083-98	" FF 1166
29	# 33966 fuel	54	\$ 9-78	\$ 528-12	" FF 1174
30	# 42124 air	15	\$ 18-94	\$ 284-10	" AF 101K
31	# 42226 air	103	\$ 16-16	\$ 1,664-48	" AF 284
32	# 42321 air	28	\$ 16-27	\$ 455-56	" AF 477
33	# 42488 air	76	\$ 6-25	\$ 475-00	" AF 1052
34	# 42610 air	10	\$ 37-51	\$ 375-10	" AF 2312
35	# 42679 air	20	\$ 12-94	\$ 258-80	" AF 458
36	# 42691 air	10	\$ 50-50	\$ 505-00	" AF 470
37	# 42731 air	24	\$ 26-29	\$ 630-96	" AF 2397
38	# 42812 air	52	\$ 47-08	\$ 2,448-16	" AF 2405
39	# 42824 air	15	\$ 22-68	\$ 340-20	" AF 2394

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40	# 42868 air	21	\$	17-20	\$	361-20	Hastings	AF 235K
41	# 42985 air	30	\$	8-73	\$	261-90	"	AF 2342
42	# 46077 air	15	\$	3-82	\$	57-30	"	AF 899
43	# 46134 air	277	\$	3-30	\$	914-10	"	AF 878
44	# 46153 air	6	\$	3-69	\$	22-14	"	AF 953
45	# 46174 air	10	\$	3-66	\$	36-60	"	AF 897
46	# 46213 air	17	\$	7-88	\$	133-96	"	AF 136
47	# 46253 air	104	\$	5-06	\$	526-24	"	AF 1032
48	# 46360 air	10	\$	11-74	\$	117-40	"	PA 5410 FN
49	# 46418 air	237	\$	7-00	\$	1,659-00	"	AF 484
50	# 46429 air	130	\$	11-33	\$	1,472-90	"	AF 2193
51	# 46433 air	142	\$	15-72	\$	2,232-24	"	AF 2093
52	# 46438 air	61	\$	9-08	\$	553-88	"	AF 2279
53	# 46449 air	21	\$	7-48	\$	157-08	"	AF 2308
54	# 46522 air	30	\$	10-22	\$	306-60	"	AF 478
55	# 46562 air	20	\$	17-07	\$	341-40	"	AF 2270
56	# 46569 air	20	\$	9-82	\$	196-40	"	AF 2286
57	# 46671 air	21	\$	12-72	\$	267-12	"	AF 2285
58	# 46672 air	21	\$	9-73	\$	204-33	"	AF 2293
59	# 46728 air	30	\$	10-19	\$	305-70	"	AF 1130
60	# 46904 air	20	\$	41-61	\$	832-20	"	PA 3499
61	# 46917 air	10	\$	3-91	\$	39-10	"	AF 1250
62	# 46919 air	45	\$	33-91	\$	1,525-95	"	AF 2317
63	# 49082 air	30	\$	6-64	\$	199-20	"	AF 2421
64	# 49883 air	24	\$	6-77	\$	162-48	"	AF 1333
65	# 49886 air	92	\$	29-57	\$	2,720-44	"	AF 2402
66	# 51040 oil	12	\$	2-23	\$	26-76	"	LF 233
67	# 51056 oil	10	\$	4-66	\$	46-60	"	LF 302
68	# 51061 oil	10	\$	2-23	\$	22-30	"	LF 224
69	# 51065 oil	60	\$	3-77	\$	226-20	"	LF 503
70	# 51085 oil	222	\$	2-33	\$	517-26	"	LF 107
71	# 51334 oil	27	\$	2-54	\$	68-58	"	LF 402
72	# 51348 oil	93	\$	2-22	\$	206-46	"	LF 157
73	# 51356 oil	10	\$	2-64	\$	26-40	"	LF 240
74	# 51365 oil	15	\$	2-83	\$	42-45	"	LF 113
75	# 51372 oil	741	\$	2-41	\$	1,785-81	"	LF 110
76	# 51394 oil	21	\$	2-49	\$	52-29	"	LF 410
77	# 51459 oil	10	\$	4-30	\$	43-00	"	LF 434
78	# 51515 oil	10	\$	2-11	\$	21-10	"	LF 115
79	# 51516 oil	125	\$	2-23	\$	278-75	"	LF 134
80	# 51522 oil	86	\$	2-64	\$	227-04	"	LF 487
81	# 51551 hydraulic	15	\$	3-26	\$	48-90	"	HF 731

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82	# 51602 oil	10	\$	2-92	\$	29-20	Hastings	LF395
83	# 51721 hydraulic	15	\$	34-41	\$	516-15	"	HF945
84	# 51734 oil	30	\$	7-07	\$	212-10	"	LF299
85	# 51748 oil	79	\$	17-29	\$	1,365-91	"	LF448
86	# 51749 oil	102	\$	9-82	\$	1,001-64	"	LF439
87	# 51750 oil	54	\$	6-83	\$	368-82	"	LF750
88	# 51791 oil	105	\$	4-69	\$	492-45	"	LF531
89	# 51792 oil	148	\$	8-16	\$	1,207-68	"	LF282
90	# 51798 oil	53	\$	5-60	\$	296-80	"	LF538
91	# 51801 oil	24	\$	10-62	\$	254-88	"	LF360
92	# 57037 oil	28	\$	7-23	\$	202-44	"	LF645
93	# 57060 oil	33	\$	2-32	\$	76-56	"	LF613
94	# 57182 oil	52	\$	5-42	\$	281-84	"	LF551
95	# 57243 oil	10	\$	6-71	\$	67-10	"	LF463
96	# 57314 oil	120	\$	8-92	\$	1,070-40	"	LF558
97	# 57750 oil	49	\$	7-07	\$	346-43	"	LF622
TOTAL SECTION I					\$	44,392.28		

****Note: Part numbers not listed may be purchased on an as needed basis.****

Section II – Automotive Parts – Belts, Hoses, & Cooling

(belts, hoses, water pump, gasket, fan & clutch, thermostat, fan motors, switches, & related items)

Percent of discount offered	40 %
Product identification (Mfr.)	Dayco
Type price schedule (dealer, jobber, etc.)	Jobber
Price Schedule Number	CPCS15-15
Date of price schedule	2015
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Distributor

Section III – Automotive Parts – Brakes, related items & wheel bearings. (To be awarded by items.)

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Item	Description	Qty	Unit Cost	Total Cost	Brand Stock Number
1	723 Brake, Shoe	11	\$ 25.20	\$ 277.20	Raybestos 7233G
2	3030 Brake, Booster	2	\$ N/A	\$ N/A	N/A
3	4148 Brake, Seal	4	\$ 5.25	\$ 21.00	BCA 4148
4	4160 Brake, Seal, Front, F250-F350	27	\$ 8.98	\$ 242.46	BCA 4160
5	6744 Brake, Pads, Rear, Crown Victoria	74	\$ 30.00	\$ 2,220.00	Wagner MD674
6	6904 Brake, Pads	15	\$ 30.00	\$ 450.00	Wagner MD674
7	7114 Brake, Pads Semi Metallic Rear F 150	10	\$ 30.00	\$ 300.00	Wagner MD711
8	7484 Brake, Pads, CV..	22	\$ 30.00	\$ 660.00	Wagner MD748
9	9314 Brakes, Pads, Carbon Metallic	84	\$ 35.00	\$ 2,940.00	Wagner MD931
10	9324 Brakes, Pads, Rear	66	\$ 35.00	\$ 2,310.00	Wagner D932C
11	15101 Brakes, Bearing	6	\$ 6.50	\$ 39.00	BCA 15101
12	145076 Front Rotor Ranger	18	\$ 37.19	\$ 669.42	Wagner 66597
13	145109 Brake, Rotor	4	\$ 20.14	\$ 80.56	Wagner 66595
14	145191 Brake, Rotor	12	\$ 29.44	\$ 353.28	Wagner 66744
15	145326 Brakes, F Rotor	40	\$ 28.90	\$ 1,156.00	Wagner 680110
16	145353 Brakes, R Rotor	40	\$ 21.09	\$ 843.60	Wagner 680129
17	344081 Ford, 2000-02, Interceptor, Front Shocks	6	\$ 39.95	\$ 239.70	Monroe 550010
18	3W1Z1225AA Ford, Brake, Bearing	4	\$ 13.62	\$ 54.48	BCA 5707
19	3W7Z1012AA Ford, Wheel, Nut	6	\$ 1.13	\$ 6.78	Raybestos 1200N
20	5W1Z1104B Ford, Brakes, Hub Assy	6	\$ 56.95	\$ 341.70	BCA 513196
21	8660S Ford, Brake, Seal	8	\$ 2.32	\$ 18.56	BCA 8660S
22	8C3Z1190A Ford, Brake, Seal	12	\$ 2.32	\$ 27.84	BCA 8660S
23	9150S Brake, Seal	60	\$ 7.75	\$ 465.00	BCA 9150S

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24	9864S Oil Seal	4	\$ 6.25	\$ 25.00	BCA 9864S
25	12 Brakes, Bearing	8	\$ 6.15	\$ 49.20	BCA A12
26	13 Brakes, Bearing	4	\$ 6.50	\$ 26.00	BCA A13
27	A1B Brakes, Bearing	12	\$ 7.00	\$ 84.00	BCA A1B
28	A2 Brakes, Bearing	4	\$ 5.25	\$ 21.00	BCA A2
29	AS Brakes, Bearing	24	\$ 7.00	\$ 168.00	BCA A5
30	A6 Brakes, Bearing	24	\$ 6.00	\$ 144.00	BCA A6
31	EOAZ21498B Ford, Brakes, Brake Washer	6	\$ N/A	\$ N/A	N/A
32	F67Z1S1177ACA Ford, Axle, Seal	4	\$ 2.32	\$ 9.28	BCA 8660S
33	MKD1012 Brake, Pads, Rear	8	\$ 28.95	\$ 231.60	Wagner MD1012
34	MKD1057AFM Rear Brakes, Rear Charger Severe Duty	36	\$ 28.95	\$ 1,042.20	Wagner MD1057
35	MKD1058FM Brakes, Pads Front Charger 05-07	36	\$ 35.95	\$ 1,294.20	Wagner D1058C
36	MKD1066 Brakes, FSS0 w/ Sensor	4	\$ 86.75	\$ 347.00	Wagner MD1066
37	MKD067 Brake Pads	4	\$ 38.00	\$ 152.00	Wagner MD1067
38	MKD1068 Brakes, Rear Pads Ford 05-08	4	\$ 38.00	\$ 152.00	Wagner MD1068
39	MKD1069 Brake, Pads, Front	4	\$ 38.00	\$ 152.00	Wagner MD1069
40	MKD1083 Brake, Pads, Front	6	\$ 29.95	\$ 179.70	Wagner MD1083
41	MKD652 Brake, Pads, Ranger	4	\$ 29.95	\$ 119.80	Wagner MD652
42	MKD679 Brake, Front Pads FISO-200-2005	12	\$ 36.25	\$ 435.00	Wagner MD679
43	MKD702 Brakes, Rear Pads (RAM 2500)	24	\$ 36.25	\$ 870.00	Wagner MD702
44	MKD730FM Brakes, Front Pads (INTREPID)	4	\$ 36.25	\$ 145.00	Wagner MD730
45	MKD777FM Brakes, F450/550 99-07 WO/SENSOR	10	\$ 58.95	\$ 589.50	Wagner MD777
46	MKD785 Brake, Pads, Front	4	\$ 36.25	\$ 145.00	Wagner D785C

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47	MKD824 Brakes, Pads F350 Front	12	\$ 36.25	\$ 435.00	Raybestos PGD824A
48	MKD833 Brake, Pads, Front, Ran	24	\$ 36.25	\$ 870.00	Wagner MD833
49	MKD931FM Brake, Pads, Titanium Metallic C.V.	48	\$ 35.00	\$ 1,680.00	Wagner MD931
50	MKD932FM Brakes, Pads, Titanium Metallic C.V.	36	\$ 35.00	\$ 1,260.00	Wagner D932C
51	MKD965 Brakes, Front Pads (Ram 2500) 02-07	4	\$ 36.25	\$ 145.00	Wagner MD965
52	MKD974A Brake, Pads	6	\$ 42.50	\$ 255.00	Wagner MD974
53	MR553001FORD, 2003-OS, Nterceptor, Front Shocks	4	\$ 82.50	\$ 330.00	Monroe 553001
54	MR5960 Ford, 1993-02, Crown Victoria, Front Shocks	4	\$ 32.50	\$ 130.00	Monroe 5960
55	MR5961Ford, 1993-02, Crown Victoria, Rear Shocks	4	\$ 25.95	\$ 103.80	Monroe 5961
56	MR5993Ford, 2003-06, Crown Victoria, Rear Shocks	6	\$ 30.95	\$ 185.70	Monroe 5993
57	MR71346 Ford, 2003-06, Crown Victoria, Front Shocks	4	\$ 76.50	\$ 306.00	Monroe 71346
58	PRT5258 Rear Rotor F350 Super Duty	4	\$ 33.86	\$ 135.44	Wagner 66823
59	PRT5519 Brake Front, Rotor	4	\$ 84.08	\$ 336.32	Wagner 680178
60	PRT5520 Ford FRT Rotor 7 Stud 2WD FISO	4	\$ 102.84	\$ 411.36	Wagner 680179
61	PRT5651Brakes, Front Rotors H.D. Dodge Mag/Cha	12	\$ 40.75	\$ 489.00	Wagner 780256
62	PRT5739 Brakes, Rear Rotor Dodge Mag/Char Rd	12	\$ 42.69	\$ 512.28	Wagner 780395
63	RS704 Brakes, Rear Shoes	4	\$ 20.18	\$ 80.72	Raybestos 70456
64	RS705 Brakes, Rear Shoes	4	\$ 25.91	\$ 103.64	Raybestos 70556
65	RS745 Brake, Emergency Brakes	4	\$ 14.87	\$ 59.48	Raybestos 74556
66	145325-Brake Frt Rotor	4	\$ 54.83	\$ 219.32	Wagner 66761
67	145326-Brakes Rotor Frt	8	\$ 28.90	\$ 231.20	Wagner 680110
68	145353-Brakes, Rear Rotor	8	\$ 21.09	\$ 168.72	Wagner 680129
69	344081-Ford Inter Frt Shocks	4	\$ 39.95	\$ 159.80	Monroe 550010

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			-	-	
70	81-125495-Rotor Ford Ranger	4	\$ 3719	\$ 148.76	Wagner 66597
71	BRR129-Frt Rotor F250	4	\$ 96.13	\$ 384.52	Wagner 680306
72	MR553001-Ford Inter Frt Shock	4	\$ 82.50	\$ 330.00	monroc 553001
73	PRT5621-Frt Rotor Dodge Mag	6	\$ 40.75	\$ 244.50	Wagner 780256
74	PRT5739-Rear Rotor Dodge Mag	4	\$ 42.69	\$ 170.76	Wagner 780395
75	343135-Ford 2000 Rear Shocks	6	\$ 49.95	\$ 299.70	monroc 550011
TOTAL SECTION III				\$ 30,284.08	

Section IIIA Brakes/Miscellaneous Brake Parts

Percent of discount offered	40 %
Product identification (Mfr.)	Raybestos / Wagner
Type price schedule (dealer, jobber, etc.)	Jobber
Price Schedule Number	RB2015 / FM2015
Date of price schedule	2015
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Distributor

Section IV Automotive Parts - Chassis & Steering

(Shocks & struts, suspension parts, steering parts, power steering hose & pumps, power steering kits & seals, front springs, rear springs, & related items)

Percent of discount offered	40-45 %
Product identification (Mfr.)	Moog
Type price schedule (dealer, jobber, etc.)	Jobber
Price Schedule Number	MG 3450-15
Date of price schedule	2015
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Distributor

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Section V Automotive Parts- Drive Train

(Transmission filters & parts, U & CV joints, drive axle parts, wheel bearings & seals, clutch & flywheel, & related items)

Percent of discount offered	40-45 %
Product identification (Mfr.)	U.S.A. Indust.
Type price schedule (dealer, jobber, etc.)	Jobber
Price Schedule Number	U02-15
Date of price schedule	2015
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Distributor

Section VI Automotive Parts – Electrical

(Alternators & generators, starter, solenoid, relay & switches, battery cables, charging system parts, starting system parts, lamps, flashers, coils, modules, & other ignition parts and related items)

Percent of discount offered	45 %
Product identification (Mfr.)	Remy
Type price schedule (dealer, jobber, etc.)	Jobber
Price Schedule Number	U02-15
Date of price schedule	2015
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Distributor

Section VII Automotive Parts – Exhaust

(Exhaust system, clutch & flywheel, and related items)

Percent of discount offered	40-45 %
Product identification (Mfr.)	Perfection Clutch
Type price schedule (dealer, jobber, etc.)	Jobber
Price Schedule Number	PC706-15
Date of price schedule	2015
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Distributor

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Section VIII Automotive Parts – Fuel & Emission-Cat Converter, NOX, DPF, etc.

Percent of discount offered	40-45 %
Product identification (Mfr.)	AirTex
Type price schedule (dealer, jobber, etc.)	Jobber
Price Schedule Number	AT50115
Date of price schedule	2015
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Distributor

Section IX Automotive Parts – Heating & Air Condition

(Heater valves, heater cores, blower motors, AC heater switch & relay, AC Compressor, clutch, Idler assembly, AC compressor parts, AC filter, valve condenser, evaporator, AC hose/belt, and related items)

Percent of discount offered	40-45 %
Product identification (Mfr.)	Four Seasons
Type price schedule (dealer, jobber, etc.)	Jobber
Price Schedule Number	CA1250 H
Date of price schedule	2015
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Distributor

Section X Automotive Parts – Ignition

(Engine filters, spark plugs, tune-up & ignition, coils, modules, ignition wires, and related items)

Percent of discount offered	40-45 %
Product identification (Mfr.)	Standard
Type price schedule (dealer, jobber, etc.)	Jobber
Price Schedule Number	SPM APR15
Date of price schedule	2015
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Distributor

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Section XI Automotive Parts – Lamps Bulbs, Flashers & Switches
(Body switch & relay, sealed beams, lamps & flashers, and related items)

Percent of discount offered	45 %
Product identification (Mfr.)	EIKO
Type price schedule (dealer, jobber, etc.)	Jobber
Price Schedule Number	EK28226
Date of price schedule	2015
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Distributor

Section XII Automotive Parts – Shocks & Struts
(Front spring, rear springs, shocks & struts, steering parts, suspension parts, and related items)

Percent of discount offered	40 %
Product identification (Mfr.)	monroe
Type price schedule (dealer, jobber, etc.)	Jobber
Price Schedule Number	MR FEB 15
Date of price schedule	2015
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Distributor

Section XIII Automotive Parts – Wiper, Blades, Arms & Motors
(Body switch & relays, wipers, arms & related items)

Percent of discount offered	45 %
Product identification (Mfr.)	ANCO
Type price schedule (dealer, jobber, etc.)	Jobber
Price Schedule Number	AN FR 15
Date of price schedule	2015
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Distributor

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Section XIV Automotive Parts – Service Lubricants
(Grease tubes, B-12, WD40, 3M adhesive, black silicone starting fluid related items)

Percent of discount offered	40-45 %
Product identification (Mfr.)	Prime
Type price schedule (dealer, jobber, etc.)	Sobber
Price Schedule Number	PROCTIS
Date of price schedule	2015
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Distributor

Section XV Brake Disc Pads, Rotors, Calipers for Emergency Vehicles Only – Police Package, only acceptable brands for this section: Raybestos, Bendix. (To be awarded by items)

For Police Package Crown Victoria					
Item	Description	Qty	Unit Cost	Total Cost	Brand Stock Number
1	Front Disc Pads #ATD931P w/abutmentkit	100 sets	\$ 45.95	\$ 4,595.00	Raybestos ATD931P
2	Rear Disc Pads #ATD1040AP w/abutment kit	100 sets	\$ 45.95	\$ 4,595.00	Raybestos ATD1040AP
3	Rotors #RB680110	100 ea	\$ 84.98	\$ 8,498.00	Raybestos 680110P
4	Rotors #RB680129	100 ea	\$ 56.97	\$ 5,697.00	Raybestos 680129P
5	Front Calipers # RC11381P	10 ea	\$ 84.95	\$ 849.50	Raybestos RC11381P
6	Front Calipers #RC11382P	10 ea	\$ 84.95	\$ 849.50	Raybestos RC11382P
7	Rear Calipers #RC11821P	10 ea	\$ 61.95	\$ 619.50	Raybestos RC11821P
8	Rear Calipers #RC11822P	10 ea	\$ 61.95	\$ 619.50	Raybestos RC11822P
For Package Dodge Charger					
9	Front Disc Pads #ATD1057P w/abutment kit	100 sets	\$ 45.95	\$ 4,595.00	Raybestos ATD1057AP
10	Rear Disc Pads #ATD1058P w/abutment kit	100 sets	\$ 46.95	\$ 4,695.00	Raybestos ATD1058P
11	Rotors #780256P	200 ea	\$ 78.98	\$ 15,796.00	Raybestos 780256P
12	Front Calipers #RC11701P	10 ea	\$ 70.95	\$ 709.50	Raybestos RC11701P
13	Front Calipers #RC11702P	10 ea	\$ 70.95	\$ 709.50	Raybestos RC11702P

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14	Rear Calipers #RC1176P	20 ea	\$ 65.95	\$ 1,319.00	Raybestos RC1176P	more exchange
TOTAL SECTION XV				\$ 54,147.00		

Note: Quote prices for 2014 CHEV CAPRICE PPV and 2015 FORD EXPLORER SUV POLICE.

For Package 2014 Chevrolet Caprice PPV						
Item	Description	Qty	Unit Cost	Total Cost	Brand Stock Number	
1	Front Disc Pads #ATD1404P w/abutment kit	100 sets	\$ 43.50	\$ 4,350.00	Raybestos ATD1404P	
2	Rear Disc Pads #ATD1352P w/abutment kit	100 sets	\$ 46.50	\$ 4,650.00	Raybestos ATD1352P	
3	Rotors #580676P	100 ea	\$ 75.00	\$ 7,500.00	Raybestos 580676P	
4	Rotors #580724P	100 ea	\$ 60.00	\$ 6,000.00	Raybestos 580724P	
5	Front Calipers	10 ea	\$ 103.50	\$ 1,035.00	Raybestos 10-44843	
6	Front Calipers	10 ea	\$ 103.50	\$ 1,035.00	Raybestos 10-44853	
7	Rear Calipers	10 ea	\$ 43.50	\$ 435.00	Raybestos FRC12477	
8	Rear Calipers	10 ea	\$ 43.50	\$ 435.00	Raybestos FRC12478	
TOTAL SECTION XVI				\$ 25,440.00		

For Package 2015 Ford Explorer SUV Police						
Item	Description	Qty	Unit Cost	Total Cost	Brand Stock Number	
1	Front Disc #ATD1508SV w/abutment kit	100 sets	\$ 46.50	\$ 4,650.00	Raybestos ATD1508SV	
2	Rear Disc Pads #ATD1377SV w/abutment kit	100 sets	\$ 34.00	\$ 3,400.00	Raybestos ATD1377SV	
3	Rotors Frt. #680758R	100 ea	\$ 45.95	\$ 4,595.00	Raybestos 680758R	
4	Rotors RR #68686R	100 ea	\$ 37.95	\$ 3,795.00	Raybestos 68686R	
5	Front Calipers #RC12051	10 ea	\$ 55.95	\$ 559.50	Raybestos FRC12051	
6	Front Calipers #RC12052	10 ea	\$ 55.95	\$ 559.50	Raybestos FRC12052	
7	Rear Calipers	10 ea	\$ 46.50	\$ 465.00	Raybestos FRC12473	
8	Rear Calipers	10 ea	\$ 46.50	\$ 465.00	Raybestos FRC12473	
TOTAL SECTION XVII				\$ 18,489.00	Raybestos FRC12474	

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16.0 Reservations

The City reserves the right to accept or reject any or all submittals as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety this Request for Bids if found in the best interest of the City. All submittals become the property of the City of Laredo.

17.0 Award of Contract

The contract will be awarded to the most qualified bids based on the best value evaluation factors listed in the request for bids document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. A selection committee will review all completed bids.

The following evaluation factors will be considered by the selection committee when evaluating each bid:

	Criteria	Weighted%
All sections	Overview of Company	20%
All sections	Pricing	50%
All sections	Past Performance	10%
All sections	Percentage of stocked items	10%
All sections	Local Service	10%

Rating of definitions for 10 Point Methods

Points	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria 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 entity in addition to all required criteria
10	Excellent	Exceeds all required criteria and provides additional benefits in most areas

Evaluation Form (Example)

Section	Criteria	0-10 Points	Weighted%	Points x Weight
All Sections	Overview of Company	8	20%	1.6
All Sections	Pricing	7	50%	3.5
All Sections	Past Performance	9	10%	.9
All Sections	Percentage of stocked items	8	10%	.8
All Sections	Local Service	6	10%	.6
Total Raw Point				7.4
Total Raw Point x 10 (True Evaluation Points) Evaluation Score				74

The City of Laredo reserves the right to reject any and all bids and to waive any irregularities. All expenses incurred by the proposer in preparing its response to this RFB and in seeking award of this contract shall be borne solely by the proposer. The City does not guarantee that a contract (or contracts) will be awarded as a result of the RFB. In the event that a contract award is made, but the contract is not executed, the City does not guarantee that the contract will be re-awarded. City staff will review all bids for compliance and thoroughness. The bids found to be in compliance will then be distributed to the members of an Evaluation Committee.

18. Bids Structure

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 not include boilerplate marketing brochures or informational documents with your responses.

The City of Laredo requires comprehensive responses to every section within this RFB. To facilitate the review of the responses, vendors shall follow the described bid format. The intent of the bid format requirement is to expedite review and evaluation. It is not the intent to constrain vendors with regard to

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content. But to assure that the specific requirement set for in this RFB are addressed in a uniform manner amenable to review evaluation.

19.0 Evaluation Criteria

19.1 *Tab (A)- Overview of Company 20%*

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.

19.1.1 Provide an overview of your company.

19.1.2 Describe your company's business strategy and mission.

19.1.3 Describe any significant strategic changes your company has undertaken in recent years, such as businesses acquired or divested, reorganizations or major initiatives undertaken that would benefit our relationship.

19.1.5 Is your company an authorized manufacturer's representative or their franchised dealer.

19.1.6 What is percentage of goods ordered within the following criteria:

Same Day	<u>85 %</u>
Next Day	<u>10 %</u>
One Week	<u>5 %</u>
Two Weeks	<u>N/A %</u>

19.2 *Tab (B)- Pricing 50 %*

Provide a detailed cost schedule by line item and or section. You may bid on all or some of the sections described in this bid request. The contract vendor will be required to provide the City of Laredo's Purchasing Division with the most current cost price schedule. The City has listed a core list of general automotive products. Contract pricing is requested on the listed items.

19.2.1 No exceptions or substitutes are permitted. Vendors must provide contract pricing for the exact items listed in the schedule.

19.2.2. Sham pricing will result in disqualification of the bid submittal.

19.2.3 Provide contract pricing available on these items.

19.2.4 City of Laredo requires that pricing be provided without margin floors.

19.2.5 Explain your non-core pricing strategy. Be specific as to what catalog you are quoting, how many items are in that catalog and indicate list price and our price.

19.2.6 Explain your return policy.

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19.2.7 Explain how the City may audit your catalogue pricing.

20.1 **TAB (C) - Past Performance 10%**

22.3.1 Indicate the number of automotive service contracts that your company has performed during the past five years with governmental agencies. Provide the owner's name and telephone number, a brief description of the awarded contract and the contract value for each contract award.

22.3.2 Explain your return merchandise procedures and policy

22.3.3 Has your company been disqualified or debarred from participating in any RFP's/Bids in the last 5 years? If yes, please provide details.

21.1 **TAB (D) - Percentage of stocked item on hand 10%**
Provide percentage of stocked items for each section bid.

22.1 **TAB (E) - Local Service 10%**

22.1.1 Does your company have a local operation where parts are stocked.

If so, provide the address of all Laredo area locations.

23.0 Vendor Instructions

Required Submittals

- 1) Bidder Information/Business Questionnaire (Pages 9 - 10)
Completed and signed by authorized company representative.**
- 2) Conflict of Interest Questionnaire (Page 12)**
- 3) Pricing Sheet & Evaluation Criteria (Pages 15 - 30)**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Automotive Parts FY 15-044

Bid Deadline: 5:00 pm on May 20, 2015

Bid Opening: 3:00 pm on May 21, 2015

Bids are to be mailed or hand delivered to: **City of Laredo-City Secretary's Office**
c/o Gustavo Guevara, Jr
City Hall - Third Floor
1110 Houston Street
Laredo, TX 78040

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Robert Eads, Assistant City Manager

Staff Source: John Porter, Environmental Services Director; Miguel A. Pescador,
Purchasing Agent

SUBJECT

Consideration to award contract to the top ranked engineering consultant firm, LNV Engineering, Laredo, TX for the amount of \$212,600.00 for the Upper Zacate Multi-Use Bicycle & Pedestrian Trail Project. Advance Funding Agreement already authorized by the City Council and TXDOT and funding is available in the Environmental Services Department's budget. This project includes the design, engineering, surveying and construction oversight services for a 10,250 LF hike and bike trail adjacent to Zacate Creek from Fenwick to Del Mar Blvd.

VENDOR INFORMATION FOR COMMITTEE AGENDA

PREVIOUS COUNCIL ACTION

March 20, 2017; 2017-R-036 Authorizing the City Manager to allow the City to follow TxDOT's procurement process for the Upper Zacate Multi-Use Bicycle & Pedestrian Trail Project which is federally funded. This special procurement process, which differs from the City of Laredo's procurement process is required by the Federal Highway Administration, 23 CFR Part 172 for this project through an Advance Funding Agreement already authorized by the City Council and TxDOT.

BACKGROUND

On May 5, 2017, the selected top three ranked engineering consultant firms: LNV Engineering, Laredo, TX, Crane Engineering, Laredo, TX, and Dunaway Associates, Asutin, TX were interviewed and evaluated by the following city staff members: John Porter, Environmental Services; Rogelio Rivera, City Engineer; Riazul Mia, Utilities Department; Roberto Murillo, Traffic Engineer; and Osbaldo Guzman, Parks & Leisure Services Department.

Based on evaluation scores, the firms rankings were as follows: LNV Engineering ranked #1; Crane Engineering ranked #2; and Dunaway Associates ranked #3. Bid Tabulation is attached.

As part of this process, Environmental Services, submitted a separate engineering estimate of \$267,586.25 for this same scope of services. TXDOT approved this estimate. LNV proposal is an acceptable amount for this project.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends motion approval.

Fiscal Impact

Fiscal Year: 2017

Budgeted Y/N?: Y

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2017

Budgeted Y/N?: Y

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Attachments

Bid Tabulation

Contract for Services

Total Evaluation Score & Rank

Project: Interviews for Upper Zacate Creek Hike and Bike Trail

Evaluation Ranking

Evaluation	Dunaway Associates	Crane Engineering	LNV Inc
RM	3	1	2
RM2	1	3	2
RR	3	1	2
OG	2	3	1
JP	3	2	1
Total	12	10	8

****Ranked by the lowest score ****

LNV Inc is ranked at #1

Crane Engineering at #2

Dunway Associates at #3

Evaluation Total Score

Evaluation	Dunaway Associates	Crane Engineering	LNV Inc
RM	80	90	86
RM2	95	88	93
RR	71	88	73
OG	95	80	100
JP	93	99	100
Totals Score Points	434	445	452

LNV Inc is ranked at #1

Crane Engineering at #2

Dunway Associates at #3



CONTRACT FOR SERVICES

This contract is made this ____ day of _____, 2017, by and between LNV, Inc. of 6010 McPherson Road, Suite 110, Laredo, Texas 78041 hereinafter referred to as **PROVIDER** and City of Laredo Environmental Services Department of 619 Reynolds Street, Laredo, Texas 78040 hereinafter referred to as **CLIENT**.

PROVIDER hereby agrees to perform the following Engineering services for the planned multi-use pedestrian and bicycle trail along Zacate Creek from University Boulevard to Del Mar Boulevard for **CLIENT**:

SCOPE OF WORK **Engineering and** **Surveying Services**

BASIC SERVICES:

PHASE I: PRELIMINARY DESIGN PHASE

A. Preliminary Design – 30% Submittal

1. Project kick-off meeting/Design Concept Conference with **CLIENT**, TxDOT, and design team to establish project milestones, TxDOT funding agreement procedures, design concept and requirements.
2. Preliminary design review submittal meeting with **CLIENT**, developer, design team and environmental consultant.
3. Project management coordination between design team, developer, environmental consultant.
4. Attendance of project team design review meetings (up to 2).
5. Preparation and submittal of TxDOT Local Government Project Procedures (LGPP) preliminary checklist.
6. Perform one (1) field visit to evaluate general site conditions.
7. Prepare preliminary project layout and trail alignment based on **CLIENT** provided apparent R.O.W. (contingent upon land donation)
8. Develop typical multi-use hike and bike trail typical sections and preliminary grading.
9. Gather information, documentation and data relevant to the project including:
 - a. Coordinate with utility providers to uncover potential conflicts, relocations, and coordinate location of new utility installations.
 - b. Obtain from **CLIENT** relevant construction documents for Bartlett Avenue and proposed developments.
 - c. Obtain from **CLIENT** any relevant traffic studies performed in the area.

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10. Update Design Summary Report.
11. Prepare preliminary design exhibits to support environmental documentation (if required).
12. Prepare preliminary drainage area map
13. Perform traffic studies, perform signal warrants, and prepare preliminary street crossing design alternatives
14. Prepare preliminary Opinion of Probable Construction Cost.
15. Deliverables: Preliminary Project Layouts, Preliminary Typical Sections. Preliminary Drainage Area Map, Traffic Signal Warrants, Preliminary Street Crossing Alternatives, Design Summary Report, Preliminary Opinion of Probable Construction Cost

B. Intermediate Design– 65% Submittal

1. Attendance of project team design review meetings (up to 2).
2. Project management coordination between design team, developer, environmental consultant.
3. Prepare 65% design submittals including construction plans, specifications, contract documents. The design package will include:
 - a. Title Cover Sheet
 - b. Index of Sheets
 - c. General Notes and Legend Sheet
 - d. Quantity Summary Sheet
 - e. Project Layout, Control and Typical Sections
 - f. Trail Plan and Profile Sheets
 - g. Road Closures / Detour Plans (if required)
 - h. Drainage and Grading Layouts
 - i. Signing and Pavement Marking Layouts
 - j. Temporary Traffic Control Plan
 - k. Stormwater Pollution Prevention Plan
 - l. Standard Drawings and Details
4. Updated Opinion of Probable Construction Cost.
5. Design exceptions and waiver letter requests.
6. Respond to City and TxDOT review comments.
7. Preparation and submittal of TxDOT Local Government preliminary submittal items:
 - a. Update Design Summary Report.

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- b. Preparation and submittal of TxDOT Local Government Project Procedures (LGPP) design and utilities review checklists

C. Topographic Surveying

1. Preliminary Topographic Surveying

- a. Conduct an aerial survey of project area of existing features for a length of 9,500 LF by 100-foot wide.
- b. Photogrammetrically collect DTM data and generate contours at a 1' interval. This will include the collection of both mass points (at a 25' grid) and breaklines where there is a distinct and discernable change in the slope of the terrain (pavement edges, drainage features, tops and bottom of banks, culverts, retaining walls, etc.).
- c. Photogrammetrically collect all planimetric detail normally shown at a 1"=50' map scale. This will include, but not be limited to, pavement edges including driveways and sidewalks, curbs, unimproved roads, trails, drainage features, structures (buildings, sheds, etc.) storage tanks, tree outlines, power lines, utility poles, fencelines, signs, hydrants, manholes, etc.
- d. Recover/Establish Horizontal and Vertical Control
- e. Establish Apparent R.O.W.
- f. One Call for the location of visible utility facilities and correlating this information with existing utility records.
- g. Preparation of AutoCAD/Microstation files, surface file (TIN), and existing site features.
- h. Produce high-resolution color digital orthophotos with a 3" (0.25') pixel resolution to a 1"=50' scale standard. The digital aerial photography will be scale-corrected (ortho-rectified) using the triangulated control data and the photogrammetrically-collected DTM data. The individual images will then be merged (mosaicked) for the purpose of creating seamless files and cut into conveniently sized tiles at which time world files are added for geo-referencing. Delivery will be in an uncompressed AutoCAD-compatible TIF format.
- i. All digital mapping and ortho-rectified imagery will be geo-referenced to the same horizontal and vertical datums used for the surveyed ground control --- the Texas State Plane Coordinate System, South Zone, NAD 1983 and NAVD 1988.
- j. Where the ground is clearly visible from the aerial photography, the digital elevation data and digital orthophotos will meet or exceed US National Map Accuracy Standards as well as the more stringent ASPRS Class 1 accuracy standard for a 1"=50' map scale and a 1' contour interval. The latter standard requires that spot elevations and DTM points have an RMSE not to exceed 0.17' (two inches), that the contours interpolated from the DTM have an RMSE not to exceed 0.33' (four inches), and that well-defined planimetric features have an RMSE not to exceed 0.5' (six inches) horizontally. For digital orthophotos this applies to features at ground elevation.

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2. Miscellaneous Surveying

- a. Miscellaneous surveying such as surveying changed topographic conditions due to ongoing development within the project area.

D. Geotechnical Engineering

Geotechnical investigations including laboratory testing and recommendations for proposed hike and bike trail.

PHASE II: FINAL DESIGN PHASE

A. Final Design– 100% Submittal

1. Final design review submittal meeting with **CLIENT**, TxDOT, developer, design team and environmental consultant.
2. Ongoing project coordination between design team, **CLIENT**, developer, and environmental consultant.
3. Attendance of project team final design review meetings (up to 2).
4. Preparation and submittal of TxDOT Local Government Project Procedures (LGPP) final checklist.
5. Prepare 100% design submittals including construction plans, specifications, contract documents. The design package will include:
 - a. Title Cover Sheet
 - b. Index of Sheets
 - c. General Notes and Legend Sheet
 - d. Quantity Summary Sheet
 - e. Project Layout, Control and Typical Sections
 - f. Trail Plan and Profile Sheets
 - g. Cross Sections Sheets
 - h. Signage and Pavement Markings Sheet
 - i. Road Closures / Detour Plans
 - j. Storm Water Pollution Prevention Plan
 - k. Standard Construction Details
 - l. EPIC Sheet

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6. Finalize Opinion of Probable Construction Cost.
7. Respond to City and TxDOT review comments.
8. Preparation and submittal of TxDOT Local Government submittal items (as required):
 - a. Access Jurisdiction Report and traffic analysis.
 - b. Updated Design Summary Report.
 - c. Form 1002 (PS&E) Submission Data.
 - d. TDLR or RAS PS&E for review of pedestrian elements.
 - e. Obtain and submit Right-of-Way Map (*prepared by others or additional service*).
 - f. Obtain all original deeds, easements and/or commendation judgements.
 - g. Obtain title insurance policies for all rights of ways and/or easements acquired.
 - h. Certifications from applicable utilities.
 - i. Preparation and submittal of TxDOT Local Government Project Procedures (LGPP) design and utilities review checklists

PHASE III: BIDDING AND NEGOTIATIONS PHASE

A. Bidding Coordination

1. Assist the City with preparation of bid documents and advertisement.
2. Check for LGPP bid document requirements (bonding, Buy America, etc.).
3. Submit for TxDOT “Letter of Authorization” prior to advertisement and letting.
4. Support the City at the pre-bid meeting.
5. Respond to bidder’s questions for clarifications and issue addenda(s).
6. Evaluate bids received and make recommendations to the City based on apparent low bidder and qualifications.
7. Preparation and submittal of TxDOT Local Government Project Procedures (LGPP) bid document checklist

PHASE IV: CONSTRUCTION PHASE SERVICES

A. Construction Observation, Submittal Reviews and Supporting Services

1. Participate in up to (6) six monthly construction progress meetings.
2. Respond to questions from the contractor, review shop drawings and submittals and support the City as needed during construction based on the requirements in the LNV Contract for Services.

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3. Perform a maximum of 25 site visits during construction (180 days) to visually observe if the construction is in conformance with the Engineer's intent.
4. Prepare Construction Inspection Logs and photo documentation of site visit.
5. Participate in substantial and final construction completion reviews.
6. Check for LGPP Construction Documents requirements
 - i. Preparation and submittal of TxDOT Local Government Project Procedures (LGPP) construction documentation checklist
7. Assist the City with project close-out including final pay estimates.
8. Prepare record drawings based on information provided by the construction contractor and City inspector, if requested.

B. On-Site Construction Monitoring Services

(If Required)

ADDITIONAL SERVICES:

TASK A: R.O.W. Surveying & Mapping; (If Required)

It is LNV's understanding that the R.O.W. surveying, ROW/easement documents, mapping, and submittal to the City for approval will be performed by others.

TASK B: Landscape Architectural Design; (If Required)

1. Schematic design of trail layout and typical section to determine opportunities for providing aesthetic amenities and context-sensitive design into the trail system.
2. Design and detailing of trail and park aesthetic and site fixtures as related to wayfinding and signage, lighting, detailing at roadway intersections, and planting recommendations.
3. Provide support at public meeting to receive stakeholder input and incorporate trail strategies that reflect the needs of the community (if requested).
4. Incorporate landscape design features as an alternate in the bid package.

TASK C: Public Meetings and Stakeholder Input; (Time and Materials)

1. Prepare plan view exhibits and materials.
2. Prepare public notice flyer and related materials to be distributed by the City.
3. Conduct a public meeting and document input.

TASK D: Traffic Engineering Services

It is our understanding that the proposed hike and bike trail may have as many as four (4) roadway crossings along the proposed route. It is also our understanding that the use of pedestrian flashing beacon assemblies may be utilized, specifically the use of High-Intensity Activated crosswalk (HAWK) traffic control systems at major roadway crossings and Rectangular Rapid Flashing Beacon (RRFB) systems at minor crossings.

1. Develop design plans for as many as four pedestrian crossings using the flashing device approved by the City of Laredo and the TxDOT. The pedestrian crossing design plan set will include all required sheets such as general notes, existing conditions, existing utility layout, proposed traffic pedestrian crossing layout, equipment elevations, and all necessary design standards.

TASK E: Subsurface Utility Engineering (SUE) (Allowance)

Allowance for subsurface utility engineering. A proposal and scope of work will be prepared if required.

TASK F: Roadway Intersection Bid Package(s); (If Required)

In the case that the (2) two proposed development roadway intersections are to be constructed by Developer, LNV will separate out the bid package and provide the required intersection design layout sheets to Developer for incorporation into their project.

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1. Separate bid package into two construction document packages.

SCHEDULE:

Provider shall perform said service and acts attendant thereto with a reasonable standard of care. Provider shall not be held to a higher standard of care unless specifically agreed to by the parties and said agreement is spelled out herein as a condition to this contract.

Phase I: Preliminary Design Phase

Preliminary Topographic Survey	20 Days following written NTP from CLIENT
Geotechnical Investigation	30 Days following written NTP from CLIENT
30% Design Review Submittal	23 Days following topographic survey
65% Design Review Submittal	21 Days following 30% Review Meeting

Phase II: Final Design Phase

100% Design Review Submittal	48 Days following 65% Review Meeting
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Phase III: Bidding and Negotiations Phase

Bid Advertisement	35 Days following 100% Review Meeting
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Phase IV: Construction Phase Services

Pre-Construction Meeting	TBD based on time of award
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**Above schedule does not include City, TxDOT and agency review time.*

***A detailed project schedule is included as an attachment.*

PROVIDER is authorized to commence work on the Project upon execution of this **CONTRACT FOR SERVICES**.

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LNV, Inc. proposes to perform the above-listed *Scope of Work* items for the following lump sum fees:

BASIC SERVICES

PHASE I: PRELIMINARY DESIGN PHASE

A. Preliminary Design – 30% Submittal	\$ 20,600
B. Preliminary Design – 65% Submittal	\$ 41,300
C. Topographic and Aerial Surveying	
1. Preliminary Design Survey	\$ 20,500
2. Misc. Surveying	\$ 12,000
D. Geotechnical Engineering	\$ 15,000

PHASE II: FINAL DESIGN PHASE

A. Final Design – 100% Submittal	\$ 56,800
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PHASE III: BIDDING AND NEGOTIATIONS PHASE

A. Bidding Coordination	\$ 8,000
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PHASE IV: CONSTRUCTION PHASE SERVICES

A. Construction Supporting Services	\$ 38,400	
B. On-Site Construction Monitoring Services	\$ TBD	(If Required)

BASIC SERVICES TOTAL: \$ 212,600

ADDITIONAL SERVICES:

TASK A: R.O.W. Surveying & Mapping	\$ TBD	(If Required)
TASK B: Landscape Architectural Design	\$ 12,000	(Allowance)
TASK C: Public Meetings and Stakeholder Input	\$ 6,000	(T&M)
TASK D: Traffic Engineering Services	\$ 28,600	(Allowance)
TASK E: Subsurface Utility Engineering (SUE)	\$ 15,000	(Allowance)
TASK F: Roadway Intersection Bid Package(s)	\$ 6,500	(If Required)

ADDITIONAL SERVICES TOTAL: \$ 68,100

Basic Services fees will be billed in proportion to the percentage of completion of each phase of the work.

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REIMBURSABLES

Reimbursable expenses are in addition to compensation for the Engineer's services and include expenses incurred by the **PROVIDER** and **PROVIDER's** employees and consultants directly related to the Project. Reimbursable expenses would include but are not limited to:

- Fees and Expenses paid for securing approval of Authorities Having Jurisdiction (AHJ) over the Project.
- Plotting, printing and transmission of documents and drawings related to the Project.
- Shipping, delivery and mailing of all reports, drawings, specifications, and other items in connection with the Project.
- Travel Expenses, including but not limited to automobile expenses, mileage, auto rental as necessary for moderate size category, parking and taxi service, including all applicable taxes, and mileage to and from the **PROVIDER's** office.
- Courier services, transmission and reproduction of documents.

There will be no mark up on Reimbursable Expenses incurred by the **PROVIDER**, the **PROVIDER's** employees, and consultants for agency review fees, impact fees, permit fees and platting fees. All other fees incurred by the **PROVIDER** including reproduction, travel, express mail, special deliveries and subcontractor expenses shall include a 10% markup on cost. This is in addition to Professional Services fee described above and will be billed only when an actual expense has been incurred.

Our proposal is based on the following assumptions and exclusions:

- Engineering fees included in this proposal only apply to items specifically listed in this proposal.
- This proposal assumes that the developer/developer's engineer for the proposed Alexander Subdivision will provide the overall mass grading plans and electronic CAD files within two weeks from the date of execution for this proposal.
- Agency review fees, impact fees, and permit fees are not included herein and are to be supplied by **CLIENT** at time of submittals.
- **CLIENT** to provide available topographic maps, franchise and utility block maps, any relevant previous studies around the project area, and any relevant platting and design review submittals related to the proposed Alexander subdivision development.
- Conducting a Traffic Study is not included as part of this proposal and may be provided as an additional service.
- This proposal does not include a fee to prepare easements for drainage, construction, water, sewer, electrical, or gas services.
- Engineering fee assumes no offsite utility, drainage, or street extensions/improvements are required and does not include the preparation of offsite utility easements.
- No structural design is included herein.
- Irrigation design is not included in this proposal.
- Public meetings are not included as a basic service.
- Assistance with contractor's one-year warranty review.
- Any additional services required by the **CLIENT** which may arise and are not outlined above shall be compensated for on an hourly basis or negotiated to a lump sum fee.
- Significant schematic design or land use changes requested by the **CLIENT** during preparation of the detailed design shall be conducted as an Additional Service at an hourly rate.

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Mr. John Porter
Contract for Professional Services
May 17, 2017
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Any additional work not listed in the above Scope of Work will be performed on a time and material basis or negotiated to a lump sum fee.

Invoicing will be submitted on a monthly basis based on percent of completion. *Payments not received within thirty (30) days of the date of invoice will cause interest at the rate of 1.5% per month to accrue on any outstanding balance.*

Provider shall provide at his sole expense any and all equipment, tools and any other thing, including employees, subcontractors, or other such assistance, necessary to the performance by him of the above-described service.

This budget figure will not be exceeded without writing modification of this Agreement.

This writing and LNV's "General Terms and Conditions" constitutes the full agreement of the parties and no oral statements or other writings shall be construed to be a part of this contract, executed by the parties.

We appreciate the opportunity to submit this proposal and look forward to assisting you in the development of this project. If this proposal and agreement meet your approval, please acknowledge by signing this proposal letter and returning a copy to our office via email, fax or US Mail for our records and we will begin work when we have received the executed documents which will serve as our authorization to proceed with the work.

Thank you for your consideration.

Provider:

Dan S. Leyendecker, P.E., President
LNV Inc.

Client:

John Porter, REM, CFM, CPM
Director, Environmental Services

Horacio De Leon
Interim City Manager

Date: _____

Date: _____

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City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Robert Eads, Assistant City Manager

Staff Source: Rogelio Rivera, P.E. City Engineer, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew the existing annual contract FY14-048 to Southern Sanitation, Laredo, Texas, in an amount up to \$73,627.44, to provide trash collection services for large volume containers. These services will be required for various city operations such as the Airport, Bridge System, Parks and Leisure, Public Access, Fleet Management, Traffic, Transit, Municipal Housing, Environmental Engineering, Utilities, and Solid Waste Departments. The contract vendor is also required to provide these containers for special events such as the Household Collection Event. There will be no price increase during this extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the third of five extension periods. There will be no price increase during this extension period. Funding for these services are available in various departmental funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Awarded a one year contract on 4/04/16.

BACKGROUND

The current vendor provides trash collection services for large volume containers. Containers with capacities ranging from 2 to 30 cubic yards are needed for various operations and include weekly or bi-weekly pickups. There will be no price increase during this extension period. This third of five extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Summary

Vendor	Monthly Total	12- Month Total
Southern Sanitation	\$ 6,135.62	\$ 73,627.44

A complete pricing tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2017

Budgeted Y/N?: Yes

Source of Funds:

Account #: 24236105833920

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funds for these services are available from the following line item accounts:

Fiscal Year: 2017

Budgeted Y/N?: Yes

Source of Funds:

Account #: 55340155833920

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2017

Budgeted Y/N?: Yes

Source of Funds:

Account #: 24938405433920

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2017

Budgeted Y/N?: Yes
Source of Funds:
Account #: 10131155533920
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2017
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55942205333920
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2017
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55741205333930
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2017
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55741305333930
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2017
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55741355333930
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2017
Budgeted Y/N?: Yes
Source of Funds:

Account #: 55539205433920

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2017

Budgeted Y/N?: Yes

Source of Funds:

Account #: 10114005133920

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2017

Budgeted Y/N?: Yes

Source of Funds:

Account #: 25126205233920

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2017

Budgeted Y/N?: Yes

Source of Funds:

Account #: 55858305833920

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2017

Budgeted Y/N?: Yes

Source of Funds:

Account #: 51854305833920

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Attachments

FY14-048 Bid Tab

FY14-048 Contract

Department & Location	Pickup Days	Size	Qty.	TRASHCO Laredo, TX 78045		Southern Sanitation Laredo, TX 78040	
				Unit Price	Monthly Cost	Unit Price	Monthly Cost
Parks & Leisure Department							
Santa Fe Park-510 Canones	M,W,F	10 CYD	1 Each	\$ 125.95	\$ 280.25	\$ 206.86	\$ 206.86
Canizalez Park- 2100 Lafayette	M,W,F	10 CYD	1 Each	\$ 125.95	\$ 280.25	\$ 206.86	\$ 206.86
Benavides Complex-600 E.S. Barlett	M,TH	10 CYD	1 Each	\$ 125.95	\$ 205.00	\$ 178.08	\$ 178.08
Del Mar Pool Base 1-700 E. Cherry Hill	M,TH	10 CYD	1 Each	\$ 125.95	\$ 205.00	\$ 178.08	\$ 178.08
McNaboe Park-102 Rancho Viejo	M,W,TH	10 CYD	1 Each	\$ 125.95	\$ 280.25	\$ 178.08	\$ 178.08
Parks Office-2201 Piedra China	M,TH	10 CYD	1 Each	\$ 125.95	\$ 205.00	\$ 178.08	\$ 178.08
Los Dos Laredos Park-River	M,W,TH	10 CYD	1 Each	\$ 125.95	\$ 280.25	\$ 247.00	\$ 247.00
Inner City Park-202 West Plum	W,F	4 CYD	1 Each	\$ 75.75	\$ 120.25	No charge	\$ -
Freddie Benavides Complex-2201 Zacatecas	T,F	8 CYD	1 Each	\$ 105.75	\$ 170.75	\$ 150.00	\$ 150.00
Mercado Square- 500 Flores	M	2 CYD	1 Each	\$ 35.00	\$ 35.00	No charge	\$ -
El Eden Recreation Center 4735 Loma Vista	W	10 CYD	1 Each	\$ 125.95	\$ 120.95	\$ 136.02	\$ 136.02
Haynes Recreation Center 2102 Clark Crossing	T,F	10 CYD	1 Each	\$ 125.95	\$ 205.00	\$ 178.08	\$ 178.08
Tarver Center-2902 Tilden	W,F	4 CYD	1 Each	\$ 75.75	\$ 120.25	\$ 109.25	\$ 109.25
Northeast Hillside Center-320 Wyoming	M,W,F	4 CYD	1 Each	\$ 75.75	\$ 160.25	\$ 146.30	\$ 146.30
Farias Center-1601 Farias	T,F	4 CYD	1 Each	\$ 75.75	\$ 120.25	\$ 109.25	\$ 109.25
D.D. Hachar 1102 Smith	TH	4 CYD	1 Each	\$ 75.75	\$ 70.75	\$ 69.25	\$ 69.25
Northwest Recreation Center 15201 Cerralvo Dr.	T,F	10 CYD	1 Each	\$ 125.95	\$ 205.00	\$ 178.08	\$ 178.08
Cigarroa Recreation Center 2201 Zacatecas	T,F	8 CYD	1 Each	\$ 105.75	\$ 170.75	\$ 150.00	\$ 150.00
Bridge Department							
Bridge System-Bridge#4-11601 FM 1472	TH	4 CYD	2 Each	\$ 151.50	\$ 151.50	\$ 138.50	\$ 138.50
Bridge System- Bridge #2-201 Santa Ursula	W	2 CYD	1 Each	\$ 35.00	\$ 35.00	\$ 35.34	\$ 35.34
Bridge System- Bridge #2-201 Santa Ursula	W	4 CYD	1 Each	\$ 75.75	\$ 70.75	\$ 69.25	\$ 69.25
Bridge System- Colombia Bridge	M	8 CYD	1 Each	\$ 105.75	\$ 105.75	\$ 93.48	\$ 93.48
Bridge System-Bridge #1- Convent/Water	T	8 CYD	1 Each	\$ 105.75	\$ 105.75	\$ 93.48	\$ 93.48
Municipal Housing Department							
M.H. Thomas Flores Apt. 2301 Lafayette	T,TH	8 CYD	2 Each	\$ 211.50	\$ 190.00	\$ 300.01	\$ 300.01
M.H. Thomas Flores Apt. 2302 Lafayette	T,TH	8 CYD	2 Each	\$ 211.50	\$ 190.00	\$ 300.01	\$ 300.01
Municipal Housing Noise Abate.-3209 Plum	T,F	2 CYD	1 Each	\$ 35.00	\$ 70.00	\$ 70.49	\$ 70.49
Municipal Housing Noise Abate.-3116 Elm	T,F	2 CYD	1 Each	\$ 35.00	\$ 70.00	\$ 70.49	\$ 70.49
Municipal Housing Noise Abate.-3220 Frost	M,TH	8 CYD	1 Each	\$ 105.75	\$ 175.75	\$ 150.00	\$ 150.00
Municipal Housing Noise Abate.-3202 Price	M,TH	4 CYD	1 Each	\$ 77.75	\$ 115.25	\$ 70.49	\$ 70.49
Municipal Housing Noise Abate.-3106 Elm	T,F	2 CYD	1 Each	\$ 35.00	\$ 70.00	\$ 70.49	\$ 70.49
Municipal Housing Noise Abate.-3017 San Jose	W	2 CYD	1 Each	\$ 35.00	\$ 35.00	\$ 35.34	\$ 35.34
Municipal Housing Noise Abate.-2420 North Smith	M,TH	4 CYD	1 Each	\$ 77.75	\$ 120.25	\$ 131.38	\$ 131.38
Various Departments							
Metro Inc.- Maintenance Shop-401 Scott	M,TH	8 CYD	1 Each	\$ 105.75	\$ 175.75	\$ 93.48	\$ 93.48
Transit Center 1301 Farragut (W/electric Compactor)	M,W,F,SAT	4 CYD	1 Each	\$ 77.75	\$ 210.00	\$ 694.61	\$ 694.61
Airport- Main Terminal-5210 Bob Bullock	W	8 CYD	1 Each	\$ 105.75	\$ 100.75	\$ 93.48	\$ 93.48
Airport-Main Terminal-5210 Bob Bullock	M,F	10 CYD	1 Each	\$ 125.95	\$ 200.75	\$ 178.08	\$ 178.08
Parking Sta. Maria & Pedregales (Parking Lot)	M,F	10 CYD	1 Each	\$ 125.95	\$ 200.75	\$ 150.00	\$ 150.00
Parking Sta. Maria & Pedregales (Parking Lot)	T	2 CYD	1 Each	\$ 35.00	\$ 35.00	\$ 35.34	\$ 35.34
Fleet Management- 1102 Bob Bullock Loop	M,TH	8 CYD	1 Each	\$ 100.75	\$ 165.75	\$ 209.95	\$ 209.95
Municipal Court- 4610 Maher	M	2 CYD	1 Each	\$ 35.00	\$ 35.00	\$ 35.34	\$ 35.34
Convention & Visitors Bureau- 500 Flores	W	2 CYD	1 Each	\$ 35.00	\$ 35.00	\$ 35.34	\$ 35.34
Utilities- Water Plant Jefferson/Anna	T	8 CYD	1 Each	\$ 105.75	\$ 100.75	\$ 93.48	\$ 93.48
Utilities- Main Office-5816 Daugherty	T,F	10 CYD	1 Each	\$ 125.95	\$ 200.75	\$ 150.00	\$ 150.00
Environmental Engineering-619 Reynolds	T	4 CYD	1 Each	\$ 77.75	\$ 77.75	\$ 69.25	\$ 69.25
Fire Training Facility 26911 Pinto Valle Drive	TH	4 CYD	1 Each	\$ 77.75	\$ 77.75	\$ 69.25	\$ 69.25
Monthly Total					\$ 6,355.95		\$ 6,135.62
Yearly Total					\$ 76,271.40		\$ 73,627.44

Bid Tabulation
FY14-048 Trash Collection Services
March 12, 2014 @ 3:00 PM

Option# Additional Containers					
Fees for Extra Pickups	2 CYD	1 Each	\$	18.00	No charge
Fees for Extra Pickups	4 CYD	1 Each	\$	20.00	No charge
Fees for Extra Pickups	8 CYD	1 Each	\$	20.00	No charge
Fees for Extra Pickups	10 CYD	1 Each	\$	20.00	No charge
Fees for Open Top Roll-Off Containers	30 CYD	1 Each	\$	-	\$ 130.00

03-29-'17 08:36 FROM- LAREDO PURCHASING

956-790-1805

T-464 P0001

F-567



**City of Laredo
Purchasing Division**

RENEWAL NOTICE

March 28, 2017

Mr. Roberto Luis Trevino
Southern Sanitation
220 Guadalupe St.
Laredo, TX 78045

Re: Trash Collection Services
Contract Renewal: FY14-048
Extension III

Dear Mr. Trevino,

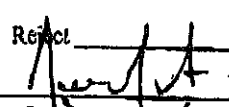
A contract to provide trash collection services for large volume containers was approved by City Council on April 7, 2014. This letter is a formal request by the City of Laredo to extend contract FY14-048 with the same specifications and pricing for an additional one-year period. This is the third of five extension periods.

All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. Mr. Jorge Jolly will be the principal contact for this contract and may be contacted at (956) 791-7328. If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,


Miguel A. Pascador
Purchasing Agent

Xc: Purchasing File

Southern Sanitation	
Accept <input checked="" type="checkbox"/>	Reject <input type="checkbox"/>
Authorized Signature: 	
Print Name: <u>Miguel A. Pascador</u>	
Date: <u>03/30/2017</u>	

Enrique Aldape III

From: Minerva Corona
Sent: Friday, April 07, 2017 8:17 AM
To: Purchasing Division
Cc: Enrique Aldape III
Subject: RE: Insurance

Approved.
Mindy

From: Enrique Aldape III
Sent: Thursday, April 06, 2017 4:59 PM
To: Minerva Corona
Subject: FW: Insurance

Good afternoon Mindy

Can you please verify the attached insurance.

Thanks

From: Joey Duarte [<mailto:sales@southernsanitation.com>]
Sent: Thursday, April 06, 2017 4:57 PM
To: Enrique Aldape III
Subject: Re: Insurance

Good afternoon:

Attached are the required certificates of insurance.

Best regards,
Joey Duarte
Southern Sanitation
956-727-7752
956-436-4587 (cell)

On Wed, Apr 5, 2017 at 2:50 PM, Enrique Aldape III <ealdape@ci.laredo.tx.us> wrote:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2016

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	Laredo Commercial Insurance Agency, Inc. 5711 McPherson Rd., Suite 202 Laredo, TX 78041	CONTACT NAME:	Claudia Hinojosa	
		PHONE (A/C, No, Ext):	(956)729-0799	FAX (A/C, No):
		E-MAIL ADDRESS:	chinojosa@laredoins.net	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Great Divide Insurance Company (A+ rated)		25224
INSURED	Southmost Southern Enterprises, Inc. DBA Southern Sanitation P O Box 333 Laredo, TX 78042	INSURER B: Rockhill Insurance Company		28053
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 00000000-888181

REVISION NUMBER: 168

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLP2007265-14	12/08/2016	12/08/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BAP2007266-14	12/08/2016	12/08/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		Y	FF011827-02	12/08/2016	12/08/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Laredo
1102 Bob Bullock Loop
Laredo, TX 78043

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

(CYH)

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Client#: 907513

SOUTHSOU5

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2016

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 USI Insurance Services LLC -CL 7550 IH-10 West, Suite 700 San Antonio, TX 78229 210 366-0671	CONTACT NAME: Gina De La Garza PHONE (A/C, No, Ext): 210 366-0671 FAX (A/C, No): 2105242087 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Retailers Casualty Insurance Co NAIC # 10718 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Southmost Southern Enterprises, Inc. dba Southern Sanitation P. O. Box 333 Laredo, TX 78042	

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	019641980	12/08/2016	12/08/2017	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The workers compensation contains Blanket Waiver of Subrogation

CERTIFICATE HOLDER

CANCELLATION

City of Laredo 1102 Bob Bullock Loop Laredo, TX 78043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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03-29-'17 08:36 FROM- LAREDO PURCHASING

956-790-1805

T-464 P0001

F-567



**City of Laredo
Purchasing Division**

RENEWAL NOTICE

March 28, 2017

Mr. Roberto Luis Trevino
Southern Sanitation
220 Guadalupe St.
Laredo, TX 78045

Re: Trash Collection Services
Contract Renewal: FY14-048
Extension III

Dear Mr. Trevino,

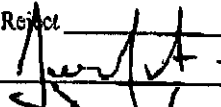
A contract to provide trash collection services for large volume containers was approved by City Council on April 7, 2014. This letter is a formal request by the City of Laredo to extend contract FY14-048 with the same specifications and pricing for an additional one-year period. This is the third of five extension periods.

All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. Mr. Jorge Jolly will be the principal contact for this contract and may be contacted at (956) 791-7328. 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

Southern Sanitation	
Accept <input checked="" type="checkbox"/>	Reject <input type="checkbox"/>
Authorized Signature: 	
Print Name: <u>Miguel A. Pescador</u>	
Date: <u>03/30/2017</u>	



City of Laredo
Purchasing Division
LETTER OF AWARD

April 5, 2016

Mr. Roberto Luis Trevino
Southern Sanitation
220 Guadalupe St.
Laredo, TX 78045

Re: Trash Collection Services – FY14-048
Contract Renewal Extension II
Approved by City Council on April 4, 2016

Dear Mr. Trevino,

This is to inform you that the contract renewal for contract FY14-048 was approved by City Council on April 4, 2016. The term of this contract shall be for a period of one year. This is the second of five extension periods. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. Mr. Jorge Jolly will be the principal contact for this contract and may be contacted at (956) 791-7328.

Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us. If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

)
)

City Council-Regular

Meeting Date: 04/04/2016

Initiated By: Jesus Olivares, City Manager

Staff Source: Rogelio Rivera, P.E. City Engineer, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew the existing annual contract FY14-048 to Southern Sanitation, Laredo, Texas, in an amount up to \$73,627.44, to provide trash collection services for large volume containers. These services will be required for various city operations such as the Airport, Bridge System, Parks and Leisure, Public Access, Fleet Management, Traffic, Transit, Municipal Housing, Environmental Engineering, Utilities, and Solid Waste Departments. The contract vendor is also required to provide these containers for special events such as the Household Collection Event. There will be no price increase during this extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the second of five extension periods. Funding for these services are available in various departmental funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Awarded a one year contract on 4/06/15.

BACKGROUND

The current vendor provides trash collection services for large volume containers. Containers with capacities ranging from 2 to 30 cubic yards are needed for various operations and include weekly or bi-weekly pickups. There will be no price increase during this extension period.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Summary

Vendor	Monthly Total	12- Month Total
Southern Sanitation	\$ 6,135.62	\$ 73,627.44

A complete pricing tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2016
Budgeted Y/N?: Yes
Source of Funds:
Account #: 24236105833920
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funds for these services are available from the following line item accounts:

Fiscal Year: 2016
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55340155833920
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2016
Budgeted Y/N?: Yes
Source of Funds:
Account #: 24938405433920
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2016
Budgeted Y/N?: Yes

Source of Funds:

Account #: 10131155533920

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2016

Budgeted Y/N?: Yes

Source of Funds:

Account #: 55942205333920

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2016

Budgeted Y/N?: Yes

Source of Funds:

Account #: 55741205333930

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2016

Budgeted Y/N?: Yes

Source of Funds:

Account #: 55741305333930

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2016

Budgeted Y/N?: Yes

Source of Funds:

Account #: 55741355333930

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2016

Budgeted Y/N?: Yes

Source of Funds:

Account #: 55539205433920

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2016

Budgeted Y/N?: Yes

Source of Funds:

Account #: 10114005133920

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2016

Budgeted Y/N?: Yes

Source of Funds:

Account #: 25126205233920

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2016

Budgeted Y/N?: Yes

Source of Funds:

Account #: 55858305833920

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2016

Budgeted Y/N?: Yes

Source of Funds:

Account #: 51854305833920

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Attachments

Bid Tab FY14-048

Contract FY14-068 Southern



**City of Laredo
Purchasing Division**

RENEWAL NOTICE

March 15, 2016

Mr. Roberto Luis Trevino
Southern Sanitation
220 Guadalupe St.
Laredo, TX 78045

Re: Trash Collection Services
Contract Renewal: FY14-048
Extension II

Dear Mr. Trevino,

A contract to provide trash collection services for large volume containers was approved by City Council on April 7, 2014. This letter is a formal request by the City of Laredo to extend contract FY14-048 with the same specifications and pricing for an additional one-year period. This is the second of five extension periods.

All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. Mr. Jorge Jolly will be the principal contact for this contract and may be contacted at (956) 791-7328. 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

Southern Sanitation	
Accept <input checked="" type="checkbox"/>	Reject <input type="checkbox"/>
Authorized Signature:	
Print Name:	Joey Duarte
Date:	03/16/2016



**City of Laredo
Purchasing Division**

LETTER OF AWARD

April 7, 2015

Mr. Roberto Luis Trevino
Southern Sanitation
220 Guadalupe St.
Laredo, TX 78045

Re: Trash Collection Services – FY14-048
Contract Renewal Extension I
Approved by City Council on April 6, 2015

Dear Mr. Trevino,

This is to inform you that the contract renewal for contract FY14-048 was approved by City Council on April 6, 2015. The term of this contract shall be for a period of one year. There are three extension periods left on this contract,

All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. Mr. Jorge Jolly will be the principal contact for this contract and may be contacted at (956) 790-7328. If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

A handwritten signature in black ink, appearing to read "Miguel A. Pescador".

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular

Meeting Date: 04/06/2015

Initiated By: Jesus Olivares, Interim City Manager

Staff Source: Rogelio Rivera, P.E. City Engineer, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew the existing annual contract FY14-048 to Southern Sanitation, Laredo, Texas, in an amount up to \$73,627.44, to provide trash collection services for large volume containers. These services will be required for various city operations such as the Airport, Bridge System, Parks and Leisure, Public Access, Fleet Management, Traffic, Transit, Municipal Housing, Environmental Engineering, Utilities, and Solid Waste Departments. The contract vendor is also required to provide these containers for special events such as the Household Collection Event. There will be no price increase during this extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Funding for these services are available in various departmental funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Awarded a one year contract on 4/17/14.

BACKGROUND

The current vendor provides trash collection services for large volume containers. Containers with capacities ranging from 2 to 30 cubic yards are needed for various operations and include weekly or bi-weekly pickups. There will be no price increase during this extension period.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, additional one (1) year 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.

MAR-11-2015 WED 03:25 PM CITY OF LDO PURCHASING

FAX NO. 9567901805

P. 01

**City of Laredo
Purchasing Division****RENEWAL NOTICE**

March 11, 2015

Mr. Roberto Luis Trevino
Southern Sanitation
220 Guadalupe St.
Laredo, TX 78045

Re: Trash Collection Services
Contract Renewal: FY14-048
Extension I

Dear Mr. Trevino,

A contract to provide trash collection services for large volume containers was approved by City Council on April 7, 2014. This letter is a formal request by the City of Laredo to extend contract FY14-048 with the same specifications and pricing for an additional one-year period. This is the first of five extension periods.

All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. Mr. Jorge Jolly will be the principal contact for this contract and may be contacted at (956) 791-7328. If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pascador
Purchasing Agent

Cc: Purchasing File

Southern Sanitation	
Accept <input checked="" type="checkbox"/>	Reject <input type="checkbox"/>
Authorized Signature:	
Print Name: ROBERTO TREVINO	
Date: 3/12/15	



**City of Laredo
Purchasing Division**

RENEWAL NOTICE

March 11, 2015

Mr. Roberto Luis Trevino
Southern Sanitation
220 Guadalupe St.
Laredo, TX 78045

Re: Trash Collection Services
Contract Renewal: FY14-048
Extension I

Dear Mr. Trevino,

A contract to provide trash collection services for large volume containers was approved by City Council on April 7, 2014. This letter is a formal request by the City of Laredo to extend contract FY14-048 with the same specifications and pricing for an additional one-year period. This is the first of five extension periods.

All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. Mr. Jorge Jolly will be the principal contact for this contract and may be contacted at (956) 791-7328. 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

Southern Sanitation	
Accept _____	Reject _____
Authorized Signature: _____	
Print Name: _____	
Date: _____	



**City of Laredo
Purchasing Division**

LETTER OF AWARD

April 8, 2014

Mr. Roberto Luis Trevino
Southern Sanitation
220 Guadalupe St.
Laredo, TX 78045

Re: Trash Collection Services – FY14-048
Approved by City Council on April 7, 2014

Dear Mr. Trevino,

This is to inform you that contract FY14-048 was approved by City Council on April 7, 2014. The term of this contract shall be for a period of one year or twelve months.

All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. Mr. Jorge Jolly will be the principal contact for this contract and may be contacted at (956) 790-7328. If there are any questions regarding this authorization, please feel free to call me at (956) 790-1825.

Sincerely,

A handwritten signature in black ink, appearing to read "M. A. Pescador".

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular

Meeting Date: 04/07/2014

Initiated By: Jesus Olivares, Assistant City Manager

Staff Source: Rogelio Rivera, P.E. City Engineer, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual contract FY14-048 to the low bidder, Southern Sanitation, Laredo, Texas, in an amount up to \$73,627.44, to provide trash collection services for large volume containers. These services will be required for various city operations such as the Airport, Bridge System, Parks and Leisure, Public Access, Fleet Management, Traffic, Transit, Municipal Housing, Environmental Engineering, Utilities, and Solid Waste Departments. The contract vendor is also required to provide these containers for special events such as the Household Collection Event. Funding for these services are available in various departmental funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Formal bids were solicited from franchise vendors for providing trash collection services for large volume containers. Containers with capacities ranging from 2 to 30 cubic yards are needed for various operations and include weekly or bi-weekly pickups.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for five, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Summary

Vendor	Monthly Total	12- Month Total
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Bid Tabulation

FY14-048 Trash Collection Services

March 12, 2014 @ 3:00 PM

Department & Location		Pickup	TRANSCO Laredo, TX 78045		Southern Sanitation Laredo, TX 78040			
Department & Location	Parks & Leisure Department	Days	Size	Qty.	Unit Price	Monthly Cost	Unit Price	Monthly Cost
Santa Fe Park-510 Canones	M,W,F	10 CYD	1 Each	1 Each	\$ 125.95	\$ 280.25	\$ 206.86	\$ 206.86
Canizales Park- 2100 Lafayette	M,W,F	10 CYD	1 Each	1 Each	\$ 125.95	\$ 280.25	\$ 206.86	\$ 206.86
Benavides Complex-600 E.S. Bartlett	M,TH	10 CYD	1 Each	1 Each	\$ 125.95	\$ 205.00	\$ 178.08	\$ 178.08
Del Mar Pool Base 1-700 E. Cherry Hill	M,TH	10 CYD	1 Each	1 Each	\$ 125.95	\$ 205.00	\$ 178.08	\$ 178.08
McNaboe Park-102 Rancho Viejo	M,W,TH	10 CYD	1 Each	1 Each	\$ 125.95	\$ 280.25	\$ 178.08	\$ 178.08
Parks Office-2201 Piedra China	M,TH	10 CYD	1 Each	1 Each	\$ 125.95	\$ 205.00	\$ 178.08	\$ 178.08
Los Dos Laredos Park-River	M,W,TH	10 CYD	1 Each	1 Each	\$ 125.95	\$ 280.25	\$ 247.00	\$ 247.00
Inner City Park-202 West Plum	W,F	4 CYD	1 Each	1 Each	\$ 75.75	\$ 120.25	No charge	\$ -
Freddie Benavides Complex-2201 Zacatecas	T,F	8 CYD	1 Each	1 Each	\$ 105.75	\$ 170.75	No charge	\$ 150.00
Mercado Square- 500 Flores	M	2 CYD	1 Each	1 Each	\$ 35.00	\$ 35.00	No charge	\$ -
El Eden Recreation Center 4735 Loma Vista	W	10 CYD	1 Each	1 Each	\$ 125.95	\$ 120.95	\$ 136.02	\$ 136.02
Haynes Recreation Center 2102 Clark Crossing	T,F	10 CYD	1 Each	1 Each	\$ 125.95	\$ 205.00	\$ 178.08	\$ 178.08
Tarver Center-2902 Tilden	W,F	4 CYD	1 Each	1 Each	\$ 75.75	\$ 120.25	\$ 109.25	\$ 109.25
Northeast Hillside Center-320 Wyoming	M,W,F	4 CYD	1 Each	1 Each	\$ 75.75	\$ 160.25	\$ 146.30	\$ 146.30
Farias Center-1601 Farias	T,F	4 CYD	1 Each	1 Each	\$ 75.75	\$ 120.25	\$ 109.25	\$ 109.25
D.D. Hachar 1102 Smith	TH	4 CYD	1 Each	1 Each	\$ 75.75	\$ 70.75	\$ 69.25	\$ 69.25
Northwest Recreation Center 15201 Cerralvo Dr.	T,F	10 CYD	1 Each	1 Each	\$ 125.95	\$ 205.00	\$ 178.08	\$ 178.08
Ciguana Recreation Center 2201 Zacatecas	T,F	8 CYD	1 Each	1 Each	\$ 105.75	\$ 170.75	\$ 150.00	\$ 150.00
Bridge Department								
Bridge System-Bridge#4-11601 FM 1472	TH	4 CYD	2 Each	\$	\$ 151.50	\$ 151.50	\$ 138.50	\$ 138.50
Bridge System- Bridge #2-201 Santa Ursula	W	2 CYD	1 Each	\$	\$ 35.00	\$ 35.00	\$ 35.34	\$ 35.34
Bridge System- Bridge #2-201 Santa Ursula	W	4 CYD	1 Each	\$	\$ 75.75	\$ 70.75	\$ 69.25	\$ 69.25
Bridge System- Colombia Bridge	M	8 CYD	1 Each	\$	\$ 105.75	\$ 105.75	\$ 93.48	\$ 93.48
Bridge System-Bridge #1- Convent/Water	T	8 CYD	1 Each	\$	\$ 105.75	\$ 105.75	\$ 93.48	\$ 93.48
Municipal Housing Department								
M.H. Thomas Flores Apt. 2301 Lafayette	T,TH	8 CYD	2 Each	\$	\$ 211.50	\$ 190.00	\$ 300.01	\$ 300.01
M.H. Thomas Flores Apt. 2302 Lafayette	T,TH	8 CYD	2 Each	\$	\$ 211.50	\$ 190.00	\$ 300.01	\$ 300.01
Municipal Housing Noise Abate-3209 Plum	T,F	2 CYD	1 Each	\$	\$ 35.00	\$ 70.00	\$ 70.49	\$ 70.49
Municipal Housing Noise Abate-3116 Elm	T,F	2 CYD	1 Each	\$	\$ 35.00	\$ 70.00	\$ 70.49	\$ 70.49
Municipal Housing Noise Abate-3220 Frost	M,TH	8 CYD	1 Each	\$	\$ 105.75	\$ 175.75	\$ 150.00	\$ 150.00
Municipal Housing Noise Abate-3202 Price	M,TH	4 CYD	1 Each	\$	\$ 77.75	\$ 115.25	\$ 70.49	\$ 70.49
Municipal Housing Noise Abate-3106 Elm	T,F	2 CYD	1 Each	\$	\$ 35.00	\$ 70.00	\$ 70.49	\$ 70.49
Municipal Housing Noise Abate-3017 San Jose	W	2 CYD	1 Each	\$	\$ 35.00	\$ 35.00	\$ 35.34	\$ 35.34
Municipal Housing Noise Abate-2420 North Smith	M,TH	4 CYD	1 Each	\$	\$ 77.75	\$ 120.25	\$ 131.38	\$ 131.38
Various Departments								
Metro Inc. - Maintenance Shop-401 Scott	M,TH	8 CYD	1 Each	\$	\$ 105.75	\$ 175.75	\$ 93.48	\$ 93.48
Transit Center 1301 Farragut (W/electric Compactor)	M,W,F,SAT	4 CYD	1 Each	\$	\$ 77.75	\$ 210.00	\$ 694.61	\$ 694.61
Airport- Main Terminal-5210 Bob Bullock	W	8 CYD	1 Each	\$	\$ 105.75	\$ 100.75	\$ 93.48	\$ 93.48
Airport-Main Terminal-5210 Bob Bullock	M,F	10 CYD	1 Each	\$	\$ 125.95	\$ 200.75	\$ 178.08	\$ 178.08
Parking Sta. Maria & Pedregales (Parking Lot)	M,F	10 CYD	1 Each	\$	\$ 125.95	\$ 200.75	\$ 150.00	\$ 150.00
Parking Sta. Maria & Pedregales (Parking Lot)	T	2 CYD	1 Each	\$	\$ 35.00	\$ 35.00	\$ 35.34	\$ 35.34
Fleet Management- 1102 Bob Bullock Loop	M,TH	8 CYD	1 Each	\$	\$ 100.75	\$ 165.75	\$ 209.95	\$ 209.95
Municipal Court- 4610 Maher	M	2 CYD	1 Each	\$	\$ 35.00	\$ 35.00	\$ 35.34	\$ 35.34
Convention & Visitors Bureau- 500 Flores	W	2 CYD	1 Each	\$	\$ 35.00	\$ 35.00	\$ 35.34	\$ 35.34
Utilities- Water Plant Jefferson/Anna	T	8 CYD	1 Each	\$	\$ 105.75	\$ 100.75	\$ 93.48	\$ 93.48
Utilities- Main Office-5816 Daugherty	T,F	10 CYD	1 Each	\$	\$ 125.95	\$ 200.75	\$ 150.00	\$ 150.00
Environmental Engineering-619 Reynolds	T	4 CYD	1 Each	\$	\$ 77.75	\$ 77.75	\$ 69.25	\$ 69.25
Fire Training Facility 26911 Pinto Valle Drive	TH	4 CYD	1 Each	\$	\$ 77.75	\$ 77.75	\$ 69.25	\$ 69.25
Monthly Total					\$ 6,355.95		\$ 6,135.62	
Yearly Total					\$	\$ 76,271.40	\$	\$ 73,627.44

Bid Tabulation

FY14-048 Trash Collection Services

March 12, 2014 @ 3:00 PM

Option# Additional Containers

Fees for Extra Pickups

Fees for Extra Pickups

Fees for Extra Pickups

Fees for Extra Pickups

Fees for Open Top Roll-Off Containers

2 CYD	1 Each	\$	18.00	No charge
4 CYD	1 Each	\$	20.00	No charge
8 CYD	1 Each	\$	20.00	No charge
10 CYD	1 Each	\$	20.00	No charge
30 CYD	1 Each	\$	-	\$ 130.00

**CITY OF LAREDO
PURCHASING DIVISION**



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**TRASH COLLECTION SERVICES
LARGE VOLUME CONTAINERS**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract to provide trash collection services for large volume containers 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 March 11, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on March 12, 2014.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Trash Collection Services – Large Volume Containers
FY14- 048**

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
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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**



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract to provide trash collection services for large volume containers for various City of Laredo Departments. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on March 11, 2014 and all bids received will be opened and read publicly on March 12, 2014 at 3:00 PM.

Bids are to be submitted in a sealed envelope clearly marked:

**BID: Trash Collection Services – Large Volume Containers
FY14-048**

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 19th DAY OF FEBRUARY 2014.


Gustavo Guevara Jr.
City Secretary

**CITY OF LAREDO
PURCHASING DIVISION**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays.
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, P.O. Box 579, Laredo, Texas 78042.
- (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

**CITY OF LAREDO
PURCHASING DIVISION**

- (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.

**CITY OF LAREDO
PURCHASING DIVISION**

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 be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) The contract will be awarded to the lowest responsible bidder (s) based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. **Proof:** The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

**CITY OF LAREDO
PURCHASING DIVISION**

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 insurances.
 - 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.

**CITY OF LAREDO
PURCHASING DIVISION**

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.

**CITY OF LAREDO
PURCHASING DIVISION**

**Formal Invitation for Bids
Trash Collection Services-Large Volume Containers
Various City of Laredo Departments**

- 14.0 Scope of Work**
The City of Laredo is herein soliciting bids for an annual contract to provide trash collection services of large volume containers. These containers will be located at various municipal offices or operations.
- 14.1** All questions for this bid shall be submitted before February 28, 2014 in writing or by email to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: caldape@ci.laredo.tx.us
- 14.2** The successful bidder shall furnish all the equipment and appurtenances to perform the service.
- 15.0 General Conditions**
- 15.1** Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding pickup of containers as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- 15.2** Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
- 15.3** Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- 16.0 Contractor Requirements**
Containers must be quoted in the storage capacities listed in the 26.0 bid price schedule and constructed of durable heavy duty steel in accordance with any and all local, state, and federal standards.
- 16.1** The City of Laredo will not pay installation fees or security deposits for the containers.
- 16.2** Containers must be thoroughly cleaned at least every six months.
- 16.3** Materials scheduled collection times and days must be honored. In the event a scheduled collection time is not honored, the City will receive a credit based upon agreed rates on the final contract.
- 16.4** Vendor must be able to install all containers listed in this bid document.
- 16.5** Once a contract is awarded, both the City and Vendor may terminate said contract with 60 days written notice with or without cause.
- 16.6** Bids will be received on two (2), four (4), six (6), eight (8), ten (10), and thirty (30) cubic yard containers. The 30 cyd containers shall be open top roll-off containers. The number of garbage collections will vary and is dependent on the requirements of the individual department. Refer to bid price schedule 26.0.
- 16.7** Containers shall be in place no later than thirty (30) days after the award by City Council. Location of the containers will be determined by each department requesting containers.

**CITY OF LAREDO
PURCHASING DIVISION**

16.8 Holidays

The following City holidays are to be considered as official holidays for the purpose of scheduling work:

New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
Independence Day (Fourth of July)
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

When a holiday falls on a Saturday, all offices will be closed on Friday. When a holiday falls on Sunday, all offices will be closed on Monday. Contractor shall make collection on the next business day following the holiday when the particular facility is closed for a holiday.

16.9 Bidder shall follow and adhere to all Federal, State, and local laws regarding solid waste hauling and disposal.

16.10 Bidders shall agree to keep area around trash containers clean and litter free.

16.11 The City reserves the right to add or delete from the listing of locations shown on the enclosed bid price schedule during the course of the contract. Quantities, container size, and frequency of collection shown on the bid price schedule are not guaranteed.

17.0 Container Pricing

Pricing submitted must include all fees including but not limited to trash pickups, dump fees, cleaning and delivery of containers to City of Laredo Department locations.

18.0 Insurance Requirements

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

18.1 Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

- 18.5 A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- 18.6 With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
- 18.6.1 The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - 18.6.2 All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - 18.6.3 A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies.
 - 18.6.4 All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 - 18.6.5 All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
 - 18.6.6 All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - 18.6.7 Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - 18.6.8 Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
 - 18.6.9 Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- 18.7 All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
- 18.7.1 Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 - 18.7.2 Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- 18.8 Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- 19.0 **Qualification of Vendor**
The City of Laredo may make such investigations as deemed necessary to determine the qualifications and/or ability of the vendor to perform in accordance with the bid terms and conditions specified herein. The vendor shall furnish to the City all such information as the City may request. The City reserves the right to reject any proposal if the vendor fails to satisfy the City that such vendor is properly qualified to carry out the obligations of the contract.

**CITY OF LAREDO
PURCHASING DIVISION**

20.0 Additional Containers

The City of Laredo may add additional trash containers throughout the contract period. These additions will be mutually negotiated between the parties and will result in an addendum to any signed contract between the parties. Additional containers may be required for special events. Failure to respond to requests for additional containers will result in a \$25.00 per container back charge to the Contractor.

21.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

22.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for five, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

23.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

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

CITY OF LAREDO
PURCHASING DIVISION

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) _____

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

**CITY OF LAREDO
PURCHASING DIVISION**

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.

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business 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: <input type="checkbox"/>			
<i>The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company</i>			

**CITY OF LAREDO
PURCHASING DIVISION**

26.0 Tab B Price Schedule

26.1 Price schedule

Department & Location			Pick up		
Parks & Leisure Department	Qty.	Size	Days	Unit Price	Ext. Price
Santa Fe Park-510 Canones	1 Each	10 CYD	M,W,F	\$	\$
Canizalez Park- 2100 Lafayette	1 Each	10 CYD	M,W,F	\$	\$
Benavides Complex-600 E.S. Barlett	1 Each	10 CYD	M,TH	\$	\$
Del Mar Pool Base 1-700 E. Cherry Hill	1 Each	10 CYD	M,TH	\$	\$
McNaboe Park-102 Rancho Viejo	1 Each	10 CYD	M,W,TH	\$	\$
Parks Office-2201 Piedra China	1 Each	10 CYD	M,TH	\$	\$
Los Dos Laredos Park-River	1 Each	10 CYD	M,W,TH	\$	\$
Inner City Park-202 West Plum	1 Each	4 CYD	W,F	\$	\$
Freddie Benavides Complex-2201 Zacatecas	1 Each	8 CYD	T,F	\$	\$
Mercado Square- 500 Flores	1 Each	2 CYD	M	\$	\$
El Eden Recreation Center 4735 Loma Vista	1 Each	10 CYD	W	\$	\$
Haynes Recreation Center 2102 Clark Crossing	1 Each	10 CYD	T,F	\$	\$
Tarver Center-2902 Tilden	1 Each	4 CYD	W,F	\$	\$
Northeast Hillside Center-320 Wyoming	1 Each	4 CYD	M,W,F	\$	\$
Farias Center-1601 Farias	1 Each	4 CYD	T,F	\$	\$
D.D. Hachar 1102 Smith	1 Each	4 CYD	TH	\$	\$
Northwest Recreation Center 15201 Cerraivo Dr.	1 Each	10 CYD	T,F	\$	\$
Cigarroa Recreation Center 2201 Zacatecas	1 Each	8 CYD	T,F	\$	\$
Bridge Department				\$	\$
Bridge System-Bridge#4-11601 FM 1472	2 Each	4 CYD	TH	\$	\$
Bridge System- Bridge #2-201 Santa Ursula	1 Each	2 CYD	W	\$	\$
Bridge System- Bridge #2-201 Santa Ursula	1 Each	4 CYD	W	\$	\$
Bridge System- Colombia Bridge	1 Each	8 CYD	M	\$	\$
Bridge System-Bridge #1- Convent/Water	1 Each	8 CYD	T	\$	\$
Municipal Housing Department					
M.H. Thomas Flores Apt. 2301 Lafayette	2 Each	8 CYD	T,TH	\$	\$
M.H. Thomas Flores Apt. 2302 Lafayette	2 Each	8 CYD	T,TH	\$	\$
Municipal Housing Noise Abate.-3209 Plum	1 Each	2 CYD	T,F	\$	\$
Municipal Housing Noise Abate.-3116 Elm	1 Each	2 CYD	T,F	\$	\$
Municipal Housing Noise Abate.-3220 Frost	1 Each	8 CYD	M,TH	\$	\$
Municipal Housing Noise Abate.-3202 Price	1 Each	4 CYD	M,TH	\$	\$
Municipal Housing Noise Abate.-3106 Elm	1 Each	2 CYD	T,F	\$	\$
Municipal Housing Noise Abate.-3017 San Jose	1 Each	2 CYD	W	\$	\$
Municipal Housing Noise Abate.-2420 North Smith	1 Each	4 CYD	M,TH	\$	\$
Various Departments					
Metro Inc.- Maintenance Shop-401 Scott	1 Each	8 CYD	M,TH	\$	\$
Transit Center 1301 Farragut (W/electric Compactor)	1 Each	4 CYD	M,W,F,SAT	\$	\$
Airport- Main Terminal-5210 Bob Bullock	1 Each	8 CYD	W	\$	\$
Airport-Main Terminal-5210 Bob Bullock	1 Each	10 CYD	M,F	\$	\$
Parking Sta. Maria & Pedregales (Parking Lot)	1 Each	10 CYD	M,F	\$	\$
Parking Sta. Maria & Pedregales (Parking Lot)	1 Each	2 CYD	T	\$	\$
Fleet Management- 1102 Bob Bullock Loop	1 Each	8 CYD	M,TH	\$	\$

**CITY OF LAREDO
PURCHASING DIVISION**

Municipal Court- 4610 Maher	1 Each	2 CYD	M	\$	\$
Convention & Visitors Bureau- 500 Flores	1 Each	2 CYD	W	\$	\$
Utilities- Water Plant Jefferson/Anna	1 Each	8 CYD	T	\$	\$
Utilities- Main Office-5816 Daugherty	1 Each	10 CYD	T,F	\$	\$
Environmental Engineering-619 Reynolds	1 Each	4 CYD	T	\$	\$
Fire Training Facility 26911 Pinto Valle Drive	1 Each	4 CYD	TH	\$	\$
				Total	\$
Option# Additional Containers			Unit Price		
Fees for Extra Pickups	1 Each	2 CYD	\$		
Fees for Extra Pickups	1 Each	4 CYD	\$		
Fees for Extra Pickups	1 Each	8 CYD	\$		
Fees for Extra Pickups	1 Each	10 CYD	\$		
Fees for Open Top Roll-Off Containers	1 Each	30 CYD	\$		

26.2 List of equipment which will be used to comply with this contract obligation.

26.3 List of references.

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."

**CITY OF LAREDO
PURCHASING DIVISION**

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 Pescador, Purchasing Agent at 956-790-1825

**CITY OF LAREDO
PURCHASING DIVISION**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

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 Code 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 as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

**CITY OF LAREDO
PURCHASING DIVISION**

28.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on March 11, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on March 12, 2014.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Trash Collection Services – Large Volume Containers
FY14-048**

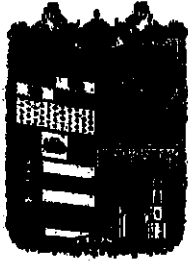
Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:

City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

- 1. Bidder information sheet**
- 2. Signed Bid Price Schedule**
- 3. Conflict of Interest Disclosure**
- 4. Please submit one original signature bid document and two copies**



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**TRASH COLLECTION SERVICES
LARGE VOLUME CONTAINERS**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract to provide trash collection services for large volume containers 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 March 11, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on March 12, 2014.

Bids are to be submitted in a sealed envelope clearly marked:

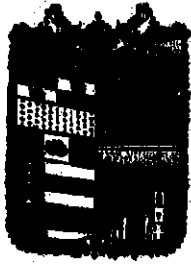
**Bid: Trash Collection Services – Large Volume Containers
FY14- 048**

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.

Please submit one original signature bid document and two copies



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**TRASH COLLECTION SERVICES
LARGE VOLUME CONTAINERS**

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FY14- 048**

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1110 Houston
Laredo, Texas 78040

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Please submit one original signature bid document and two copies



**City of Laredo
Purchasing Division**

Notice to Bidders

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**BID: Trash Collection Services – Large Volume Containers
FY14-048**

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 19th DAY OF FEBRUARY 2014.



Gustavo Guevara Jr.
City Secretary

**CITY OF LAREDO
PURCHASING DIVISION**

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 request 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 investigation, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, P.O. Box 579, Laredo, Texas 78042.
- (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

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- (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.

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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 be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) The contract will be awarded to the lowest responsible bidder (a) based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. **Proof:** The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.
- (e) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

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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.

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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.

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**Formal Invitation for Bids
Trash Collection Services-Large Volume Containers
Various City of Laredo Departments**

14.0 Scope of Work

The City of Laredo is herein soliciting bids for an annual contract to provide trash collection services of large volume containers. These containers will be located at various municipal offices or operations.

- 14.1 All questions for this bid shall be submitted before February 28, 2014 in writing or by email to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: esaldape@ci.laredo.tx.us

- 14.2 The successful bidder shall furnish all the equipment and appurtenances to perform the service.

15.0 General Conditions

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

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding pickup of containers as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

- 15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

- 15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

16.0 Contractor Requirements

Containers must be quoted in the storage capacities listed in the 26.0 bid price schedule and constructed of durable heavy duty steel in accordance with any and all local, state, and federal standards.

- 16.1 The City of Laredo will not pay installation fees or security deposits for the containers.

- 16.2 Containers must be thoroughly cleaned at least every six months.

- 16.3 Materials scheduled collection times and days must be honored. In the event a scheduled collection time is not honored, the City will receive a credit based upon agreed rates on the final contract.

- 16.4 Vendor must be able to install all containers listed in this bid document.

- 16.5 Once a contract is awarded, both the City and Vendor may terminate said contract with 60 days written notice with or without cause.

- 16.6 Bids will be received on two (2), four (4), six (6), eight (8), ten (10), and thirty (30) cubic yard containers. The 30 cyd containers shall be open top roll-off containers. The number of garbage collections will vary and is dependent on the requirements of the individual department. Refer to bid price schedule 26.0.

- 16.7 Containers shall be in place no later than thirty (30) days after the award by City Council. Location of the containers will be determined by each department requesting containers.

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16.8 Holidays

The following City holidays are to be considered as official holidays for the purpose of scheduling work:

New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
Independence Day (Fourth of July)
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

When a holiday falls on a Saturday, all offices will be closed on Friday. When a holiday falls on Sunday, all offices will be closed on Monday. Contractor shall make collection on the next business day following the holiday when the particular facility is closed for a holiday.

- 16.9 Bidder shall follow and adhere to all Federal, State, and local laws regarding solid waste hauling and disposal.**
- 16.10 Bidders shall agree to keep area around trash containers clean and litter free.**
- 16.11 The City reserves the right to add or delete from the listing of locations shown on the enclosed bid price schedule during the course of the contract. Quantities, container size, and frequency of collection shown on the bid price schedule are not guaranteed.**
- 17.0 Container Pricing**
Pricing submitted must include all fees including but not limited to trash pickups, dump fees, cleaning and delivery of containers to City of Laredo Department locations.
- 18.0 Insurance Requirements**
When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.
- 18.1 Commercial General Liability Insurance** at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- 18.2 Workers Compensation Insurance** at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- 18.3 Commercial Automobile Liability Insurance** at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- 18.4 Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.**

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- 18.5 A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- 18.6 With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
- 18.6.1 The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
- 18.6.2 All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- 18.6.3 A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies.
- 18.6.4 All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
- 18.6.5 All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
- 18.6.6 All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- 18.6.7 Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- 18.6.8 Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
- 18.6.9 Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- 18.7 All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
- 18.7.1 Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
- 18.7.2 Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- 18.8 Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- 19.0 **Qualification of Vendor:**
The City of Laredo may make such investigations as deemed necessary to determine the qualifications and/or ability of the vendor to perform in accordance with the bid terms and conditions specified herein. The vendor shall furnish to the City all such information as the City may request. The City reserves the right to reject any proposal if the vendor fails to satisfy the City that such vendor is properly qualified to carry out the obligations of the contract.

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20.0 Additional Containers

The City of Laredo may add additional trash containers throughout the contract period. These additions will be mutually negotiated between the parties and will result in an addendum to any signed contract between the parties. Additional containers may be required for special events. Failure to respond to requests for additional containers will result in a \$25.00 per container back charge to the Contractor.

21.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

22.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for five, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

23.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mposcador@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

24.0 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

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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) Southern Sanitation

Signature
of person authorized to sign bid

Date 03/07/14

Print Name Roberto C. Treviño
of person authorized to sign bid

Title: President

Business Address: 220 Guadalupe St

City, State, Zip Code: Laredo, Texas 78040

Telephone Number: (956) 723-3333

Fax Number: (956) 723-7775 / (956) 791-9505

Contact Person Email Address: sales@southern sanitation.com

Federal Tax ID Number: 74-1055529

Bidders Principal/Corporate Place of Business Address: 220 Guadalupe St, Laredo Tx 78040

Indicated Status of Business:

Corporation ☒ Partnership ☐ Sole Proprietorship ☐ Other: ☐

If other state business status: _____

State how long under its present business name: 40 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

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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~~

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business 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

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26.0 Tab B Price Schedule

26.1 Price schedule

Department & Location			Pick up		
Parks & Leisure Department	Qty.	Size	Days	Unit Price	Ext. Price
Santa Fe Park-510 Canones	1 Each	10 CYD	M,W,F	\$ 206.86	\$ 2,482.32
Canizalez Park- 2100 Lafayette	1 Each	10 CYD	M,W,F	\$ 206.86	\$ 2,482.32
Benavides Complex-600 E.S. Barlett	1 Each	10 CYD	M,TH	\$ 178.08	\$ 2,136.96
Del Mar Pool Base 1-700 E. Cherry Hill	1 Each	10 CYD	M,TH	\$ 178.08	\$ 2,136.96
McNaboe Park-102 Rancho Viejo	1 Each	10 CYD	M,W,TH	\$ 178.08	\$ 2,136.96
Parks Office-2201 Piedra China	1 Each	10 CYD	M,TH	\$ 178.08	\$ 2,136.96
Los Dos Laredos Park-River	1 Each	10 CYD	M,W,TH	\$ 247.00	\$ 2,964.00
Inner City Park-202 West Plum	1 Each	4 CYD	W,F	\$ No charge	\$ No charge
Freddie Benavides Complex-2201 Zacatecas	1 Each	8 CYD	T,F	\$ 150.00	\$ 1,200.00
Mercedo Square- 500 Flores	1 Each	2 CYD	M	\$ No charge	\$ No charge
El Eden Recreation Center 4735 Loma Vista	1 Each	10 CYD	W	\$ 136.02	\$ 1,360.20
Haynes Recreation Center 2102 Clark Crossing	1 Each	10 CYD	T,F	\$ 178.08	\$ 2,136.96
Tarver Center-2902 Tilden	1 Each	4 CYD	W,F	\$ 109.25	\$ 1,311.00
Northeast Hillside Center-320 Wyoming	1 Each	4 CYD	M,W,F	\$ 146.30	\$ 1,755.60
Farias Center-1601 Farias	1 Each	4 CYD	T,F	\$ 109.25	\$ 1,311.00
D.D. Hachar 1102 Smith	1 Each	4 CYD	TH	\$ 69.25	\$ 831.00
Northwest Recreation Center 15201 Carralvo Dr.	1 Each	10 CYD	T,F	\$ 178.08	\$ 2,136.96
Cigarroa Recreation Center 2201 Zacatecas	1 Each	8 CYD	T,F	\$ 150.00	\$ 1,200.00
Bridge Department					
Bridge System-Bridge#4-11601 FM 1472	2 Each	4 CYD	TH	\$ 138.50	\$ 1,662.00
Bridge System- Bridge #2-201 Santa Ursula	1 Each	2 CYD	W	\$ 35.34	\$ 424.08
Bridge System- Bridge #2-201 Santa Ursula	1 Each	4 CYD	W	\$ 69.25	\$ 831.00
Bridge System- Colombia Bridge	1 Each	8 CYD	M	\$ 93.48	\$ 1,121.76
Bridge System-Bridge #1- Convent/Water	1 Each	8 CYD	T	\$ 93.48	\$ 1,121.76
Municipal Housing Department					
M.H. Thomas Flores Apt. 2301 Lafayette	2 Each	8 CYD	T,TH	\$ 300.01	\$ 3,600.12
M.H. Thomas Flores Apt. 2302 Lafayette	2 Each	8 CYD	T,TH	\$ 300.01	\$ 3,600.12
Municipal Housing Noise Abate.-3209 Plum	1 Each	2 CYD	T,F	\$ 20.49	\$ 245.88
Municipal Housing Noise Abate.-3116 Elm	1 Each	2 CYD	T,F	\$ 20.49	\$ 245.88
Municipal Housing Noise Abate.-3220 Frost	1 Each	8 CYD	M,TH	\$ 150.00	\$ 1,800.00
Municipal Housing Noise Abate.-3202 Price	1 Each	4 CYD	M,TH	\$ 20.49	\$ 245.88
Municipal Housing Noise Abate.-3106 Elm	1 Each	2 CYD	T,F	\$ 20.49	\$ 245.88
Municipal Housing Noise Abate.-3017 San Jose	1 Each	2 CYD	W	\$ 35.34	\$ 424.08
Municipal Housing Noise Abate.-2420 North Smith	1 Each	4 CYD	M,TH	\$ 131.38	\$ 1,576.56
Various Departments					
Metro Inc.- Maintenance Shop-401 Scott	1 Each	8 CYD	M,TH	\$ 93.48	\$ 1,121.76
Transit Center 1301 Farragut (W/electric Compactor)	1 Each	4 CYD	M,W,F,SAT	\$ 694.61	\$ 8,335.32
Airport- Main Terminal-5210 Bob Bullock	1 Each	8 CYD	W	\$ 93.48	\$ 1,121.76
Airport-Main Terminal-5210 Bob Bullock	1 Each	10 CYD	M,F	\$ 178.08	\$ 2,136.96
Parking Sta. Maria & Pedregales (Parking Lot)	1 Each	10 CYD	M,F	\$ 150.00	\$ 1,800.00
Parking Sta. Maria & Pedregales (Parking Lot)	1 Each	2 CYD	T	\$ 35.34	\$ 424.08
Fleet Management- 1102 Bob Bullock Loop	1 Each	8 CYD	M,TH	\$ 209.95	\$ 2,519.40

**CITY OF LAREDO
PURCHASING DIVISION**

Municipal Court- 4610 Maher	1 Each	2 CYD	M	\$ 35.34	\$ 424.08
Convention & Visitors Bureau- 500 Flores	1 Each	2 CYD	W	\$ 35.34	\$ 424.08
Utilities- Water Plant Jefferson/Anna	1 Each	8 CYD	T	\$ 93.48	\$ 1,121.76
Utilities- Main Office-3816 Daugherty	1 Each	10 CYD	TF	\$ 130.00	\$ 1,300.00
Environmental Engineering-619 Reynolds	1 Each	4 CYD	T	\$ 69.25	\$ 831.00
Fire Training Facility 26911 Pinto Valle Drive	1 Each	4 CYD	TH	\$ 69.25	\$ 831.00
				\$ 6,136.62	
				(Monthly) Total	\$ 73,627.44 (Yearly)
Option# Additional Containers			Unit Price		
Fees for Extra Pickups	1 Each	2 CYD	\$ No charge	No charge	No charge
Fees for Extra Pickups	1 Each	4 CYD	\$ No charge	No charge	No charge
Fees for Extra Pickups	1 Each	8 CYD	\$ No charge	No charge	No charge
Fees for Extra Pickups	1 Each	10 CYD	\$ No charge	No charge	No charge
Fees for Open Top Roll-Off Containers	1 Each	30 CYD	\$ 130.00	No charge	No charge

per/hour.

26.2 List of equipment which will be used to comply with this contract obligation.

- 2, 4, 6, 8, 10 yd frontload containers
- 30 yd Roll-off Containers / 10-15 yd Roll-off containers
- 1-4 yd frontload compactor
- Frontload and Roll-off trucks
- Service on Saturdays / No service Sundays.

26.3 List of references.

- Arquidegui Oil - 4506 Hwy 359 Laredo, Tx 78043
Carlos Arquidegui (956) 753-4039
- Laredo ISD - 900 E. Lyon St. Laredo, Tx 78040
Alicia de Hoyos (956) 795-3600
- Sandra Salinas Property Management 6202 McPherson Rd Laredo, Tx 78041
Sandra Salinas (956) 712-3030

Company Name: Southern Sanitation

Owner/President Name: Roberto L. Treviño

Company Address: 220 Guadalupe St

City, State, Zip Code: Laredo, Tx 78040

Company Authorized Representative's Signature: Joey Duarte

Company Representative's Name: Joey Duarte

Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

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 Pescador, Purchasing Agent at 956-790-1825

CITY OF LAREDO
PURCHASING DIVISION

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 86th 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 176.008(e).

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 176.008, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.008, 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

☐ 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 Code 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 as 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.

N/A
Signature of person doing business with the governmental entity

03/07/14
Date

**CITY OF LAREDO
PURCHASING DIVISION**

28.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M on March 11, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on March 12, 2014.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Trash Collection Services – Large Volume Containers
FY14-048**

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:

City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

- 1. Bidder information sheet**
- 2. Signed Bid Price Schedule**
- 3. Conflict of Interest Disclosure**
- 4. Please submit one original signature bid document and two copies**

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Robert Eads, Assistant City Manager

Staff Source: Osvaldo Guzman, Parks and Leisure Director

SUBJECT

Authorizing the City Manager to enter into an Agreement with the Laredo Pony Association (LPA) to host/sponsor the 2017 Pony Team World Series Softball Tournament to be held on July 18-July 23, 2017 (allowing for one rain day). LPA will be responsible to cover all the cost of the umpires estimated at \$30,000.00; LPA will be responsible for incidental tournament expenses including meals and refreshments for tournament directors and umpires; the City is responsible for providing the following softball fields: Base Community Sports Complex, Independence Hills Regional Park, M. E. Benavides Sports Complex, Uni-Trade Baseball Stadium (as an alternate, if needed), St. James Community Baseball fields (as an alternate, if needed); Slaughter Park (as an alternate, if needed). In addition to the use of the fields, the City will provide 15 hotel rooms for out of town umpires for an estimated amount not to exceed \$10,000.00 and up to thirty hotel rooms for Directors and PONY Officials for an anticipated amount of \$28,000.00. The City will pay LPA a Tournament Director fee of \$125.00 per team for 100 teams not to exceed \$12,500.00: this includes the cost of all awards and licensing fees for the use of the photographer and the use of all PONY Baseball and Softball marks and/or names for the Tournament. These fees have already been paid by the City. The City additionally paid \$10,000.00 to cover site visit expenses, including lodging, meals and transportation in advance of the agreement to secure that the tournament would be held in Laredo. These expenditures total an estimated \$60,500.00. The City will also provide ATV's or alternative vehicles, parking facilities, police assistance, traffic management, street closures, a visitor oriented mobile application, field maintenance and the opening ceremony facility (Uni-trade Stadium). Funding is available in the CVB Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The purpose of this Agreement is to set forth the scheduling, use limitations, maintenance provisions, compensation provisions and other terms for the Laredo Pony Association to host/sponsor and the City to co-sponsor various aspects of a Girls Softball League Team Fast Pitch World Series Tournament from July 18, 2017 through July 22, 2017.

The Laredo Pony Association desires to hold its Softball League Team Fast Pitch World Series Tournament at various softball fields through out the City of Laredo.

The City recognizes the positive tourism impacts and economic benefits of hosting the Laredo Pony Association tournament and providing fields for tournament play.

This contract is effective upon execution of this agreement and terminates on September 8, 2017.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends approval based on the benefits to the community as a whole.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the Laredo Convention & Visitors Bureau. Other inkind services will be provided by the respective City department as stated in the contract.

Attachments

2017 World Series PONY Agreement

**AGREEMENT BETWEEN CITY OF LAREDO
AND
THE LAREDO PONY ASSOCIATION
FOR
2017 PONY GIRLS LEAGUE TEAM WORLD SERIES
SOFTBALL TOURNAMENT**

This agreement is entered into by and between the City of Laredo, Texas (City), a municipal corporation of the State of Texas, and the Laredo Pony Association (LPA) in support of the 2017 Pony Girls League Team World Series Softball Tournament.

WHEREAS, the Laredo Pony Association desires to hold its Softball League Team Fast Pitch World Series Tournament at various softball fields throughout the City of Laredo; and

WHEREAS, the City recognizes the positive tourism impacts and economic benefits of hosting the LPA tournament and providing fields for tournament play; and

NOW THEREFORE, for in consideration of the mutual covenants, terms and conditions contained in this Agreement, LPA and City agree as follows:

I. STATEMENT OF INTENT

The purpose of this Agreement is to set forth the scheduling, use limitations, maintenance provisions, compensation provisions and other terms for the LPA to host/sponsor and the City to co- sponsor various aspects of a Girls Softball League Team Fast Pitch World Series Tournament from July 18, 2017 through July 23, 2017, (allowance is being provided for one (1) rain day). Said tournament will consist of a Double Elimination Event with Three (3) Pool Games for League Teams for five (5) total games.

II. TERM OF CONTRACT

This contract is effective upon execution of this agreement and terminates on July 31, 2017.

III. OBLIGATIONS OF THE LPA

- A.** LPA will be responsible to cover all costs up to 100 % of all umpire cost estimated at thirty thousand dollars (\$30,000).
- B.** LPA will be responsible for incidental tournament expenses including meals and refreshments for tournament Directors and Umpires, as may be provided during the event.
- C.** LPA is authorized to exclusively sell from the following vendors as required by the National Pony Baseball and Softball Association's agreement, no other vendors are to be allowed to sell the following items:
 - 1. Kona Ice Snow Cones
 - 2. Air Brush by Blain (helmets)
 - 3. Fine Designs Shirts

4. Lone Star Sales of Texas
5. You Oughta Be in Pictures Photography

D. LPA will be responsible for Opening Ceremony costs that include all guest speaker expenses and fireworks.

IV. OBLIGATIONS OF THE CITY

City will provide at no cost to the LPA the following softball fields and amenities in tournament condition as needed from July 18, 2017 through July 23, 2017-providing for one (1) rain day:

- Base Community Sports Complex, 5000 Sandman
- Independence Hills Regional Park, 1102 Merida
- M.E. Benavides Sports Complex, 600 S. Bartlett
- L.I.S.D. Zachary Softball Complex, 3200 Chacota St. (Separate MOU is required between LISD and PONY)
- U.I.S.D. Student Activity Center, 5208 Santa Claudia (Separate MOU is required between UISD and PONY)
- Uni-Trade Baseball Stadium (opening ceremony facility and as an alternate if needed)
- St. James Community Baseball Fields, 400 St. James (as an alternate if needed)
- Slaughter Park, 202 N. Stone Avenue (as an alternate if needed)

- A.** City will provide (15) fifteen hotel/motel rooms for out-of-town umpires for 5 hotel/motel night stays each, checking in on Tuesday, July 18, 2017, and checking out July 23, 2017 (which includes one (1) rain day, if needed) for an estimated amount not to exceed ten thousand dollars (\$10,000). It is understood and agreed by all parties that Umpires will be assigned three (3) umpires to a room, which will ideally consist of two beds and a rollaway.
- B.** City will provide up to thirty (30) hotel rooms for Directors and PONY Officials from Saturday, July 15, 2017 through the night the tournament ends, (anticipated to July 23, 2017 (which includes one (1) rain day, if needed) for an anticipated cost not to exceed thirty-nine thousand dollars (\$28,000).
- C.** City will provide parking facilities, police assistance, traffic management, street closures, field maintenance, facility for opening ceremony, and tournament condition fields-that means depending on the age group that is being played on a certain field, we will make adjustments to the field as per tournament rule specification for that age group at any of the sites.
- D.** City will make available approximately ten (10) ATV's for use by Tournament PONY officials at tournament locations during tournament events.
- E.** City will ensure medical services, as provided by local service providers, will be available as needed to tournament participants.
- F.** City has paid LPA a Tournament Director fee of one hundred-twenty-five dollars (\$125.00) per team participating in the tournament for a maximum total cost not to exceed twelve

thousand five hundred dollars (\$12,500.00) for one hundred (100) teams. This sum includes cost of all awards and licensing fees for the use of the photographer and the use of all PONY baseball and Softball marks and/or names for the Tournament.

- G. City will pay up to ten thousand (\$10,000.00) to cover site visit expenses, including lodging, meals and tournament hosting in advance of this agreement for the purpose of securing that the tournament be held in Laredo. Parties agree and acknowledge that as of the date of this agreement, said fees have been paid by the City.
- H. City of Laredo will require all vendors to meet all applicable requirements including all permits, fees, and health and fire department inspections as required by Code.
- I. City may seek any sponsorship for any event related to the tournament to defray any cost of hosting the event.

V. LIABILITY AND INDEMNIFICATION

- A. **LPA agrees, to the extent permitted by law, to indemnify and save harmless the City and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this Contract and which are caused by or result from error, omission, or negligent act of the LPA or of any person employed by the LPA. The LPA shall also save harmless the City from any and all expense, including, but not limited to, attorney fees which may be incurred by the City in litigation or otherwise resisting said claim or liabilities which may be imposed on the City as a result of such activities by the LPA, its agents, or employees. This indemnity shall not include claims based upon or arising out of the willful misconduct of the City, its officers or employees. Further, this indemnity shall not require payment of a claim by City or its officers or employees as a condition precedent to City's recovery under this provision.**
- B. The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable states, laws, rules, or regulations.

VI. TERMINATION

- A. **Termination for Convenience.** The Parties may terminate this Agreement by mutual written agreement at any time. Either Party has the right to terminate this Agreement for convenience and without cause at any time before the end of the Term upon (30) days written notice to the other Party.
- B. **Termination for Cause.** In the event of default of a Party, the non-defaulting Party has the right to terminate this Agreement for cause if the non-defaulting Party provides the defaulting Party with written notice of such default and the defaulting Party fails to cure such default to the satisfaction of the non-defaulting Party within sixty (30) business days of receipt of such notice. The allegation of default shall not relieve either Party from its respective obligations under this Agreement until this Agreement is actually terminated.

VII. NOTICES

All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when personally delivered or mailed as follows:

For Laredo Pony Association For City of Laredo

Richard Rosas
richard@rotextrucks.com
11802 Sara Road
Laredo, Texas 78045
956-763-1601

Horacio A. De Leon, Jr.
hdeleon@ci.laredo.tx.us
1110 Houston Street
Laredo, Texas 78040
956-791-7302

VIII. MISCELLANEOUS PROVISIONS

- A. No Third Party Beneficiaries.** No term or provision of this Agreement is intended to, shall, it create any rights in any person, firm, corporation, or other entity not a party to this Agreement, and no such person or entity shall have any cause of action under this Agreement.
- B. No Other Relationship.** No term or provision in this Agreement is intended, nor shall it be construed, to create a partnership, joint venture, or agency arrangement between the Parties.
- C. Current Revenues.** Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to appropriate funds to provide aid under this Agreement.
- D. No Waiver of Defenses.** No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained within this Agreement.
- E. Amendment.** This Agreement may not be modified or amended except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.
- F. Governing Law and Venue.** The Parties agree that this Agreement, and all disputes arising under this Agreement, shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Webb County, Texas.
- G. Force Majeure.** Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

- H. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained in this Agreement.
- I. Approval.** This Agreement has been duly and properly approved by each Party's authorized representative and constitutes a binding obligation on each Party.
- J. Assignment.** Neither Party may assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.
- K. Non-Waiver.** A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.
- L. Severability.** The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement which shall be and continue in full force and effect.
- M. Insurance.** During the performance of the Agreement, Pony League agrees to maintain and to provide City with proof upon request of Comprehensive General Liability Insurance with a company licensed by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above, having bodily injury limits of not less than \$100,000.00 per person and \$100,000.00 per occurrence, naming the City of Laredo as additional insured, and insuring against liabilities and claims occurring during the term of this agreement related to the use or occupancy of the facilities.

EXECUTED this _____ day of _____, 2017.

FOR CITY OF LAREDO, TEXAS

By:

Horacio A. De Leon, Jr., Interim City Manager

Attest:

Heberto L. Ramirez, City Secretary

Approved as to Form:

Kristina K. Laurel Hale , Acting City Attorney

FOR LAREDO PONY ASSOCIATION

By:

Richard Rosas,

Title:

Attest:

Printed

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Robert Eads, Assistant City Manager

Staff Source: Roberto Murillo, P.E., PTOE, Traffic Director

SUBJECT

Consideration to authorize the installation of speed humps along Monclova Drive, between Mante Dr. and Poza Rica Dr., under the Special Provision of the Speed Hump Installation Policy, adopted by city ordinance. Project costs are estimated at \$6,000.00 and funding will be made available from the 2014 CO Issue- Discretionary Funding City Council District I.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

On September 20, 2010 the Speed Hump Installation Policy was amended and adopted with the new changes by the City of Laredo. The Policy includes a special provision for installation of speed cushions that include some minimal conditions that are recommended be satisfied before considering installation of speed cushions under the special provision. .

BACKGROUND

The Speed Hump Installation Policy includes criteria for installation and cost sharing between the City and property owners. The Policy also includes a special provision for installation of speed cushions which was also revised to include some minimal conditions that are recommended be satisfied before considering installation of speed cushions under the special provision.

SPECIAL PROVISION FOR INSTALLATION:

Where it is determined that a specific traffic safety hazard exists City Council may request the installation of a speed cushion(s) through this special provision only after a study has been conducted and determined that a speed cushion(s) was not warranted by the minimum guidelines of this policy. City Council will exercise the option to use this special provision provided that the following minimum guidelines are met:

1. Minimum 85th percentile speed of 30 MPH
2. Minimum street length of 700 Ft.
3. Chief of Police and Chief of Fire Department approval
4. Approval by 75% of residents within 300 feet of proposed speed cushion(s) location.

5. Minimum of one Official Accident Report within a one (1) year period prior to date of official speed cushion request.
6. Geometric characteristic of the affected section of street does not create a safety hazard for the motoring public if a speed cushion is installed or creates a drainage issue as recommended by Engineer.

The Policy includes that if the stipulated conditions are not satisfied for installation of speed humps, after a study is conducted ,that the Special Provision may be considered, as may be requested by a Council Member. A study to determine if speed humps were justified was not conducted. The approval from Fire and Police Department is a requirement for consideration on the installation of speed humps under the Special Provision. The Fire Department did not approve installation. The Police Department approved the installation. The installation of speed humps under the Special Provision requires City Council approval. City Council will make the final decision to install the speed humps under this special provision and could require the use of their respective discretionary funds for the cost involved in the installation of the speed hump(s).

The cost for each speed hump is \$ 2,000. A total of three (3) speed humps would be required for a total cost of \$ 6,000 that will require funding from City Council District I Discretionary funding.

The Fire Department and Traffic Department do not recommend the installation of the speed humps on Monclova Ave.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

The Fire and Traffic Department recommends against the installation of speed humps on Monclova Dr. The Police Department recommends approval.

Fiscal Impact	
Fiscal Year:	2017
Budgeted Y/N?:	Y
Source of Funds:	2014 CO
Account #:	468-9853-535-4307
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	
Funding will be made available from the 2014 CO Issue- Discretionary Funding City Council District I in the amount of \$ 6,000.00	

Attachments

Cover Letter

Monclova Aerial

Police Chief Approval

Fire Denial Letter



City of Laredo

Traffic Safety Department

Engineering Section



Special Provision Speed Hump Study At

Monclova Dr
May 2017

Includes:

**Traffic Counts NOT
EVALUATED**

**Signatures NOT
EVALUATED**

**Speed Study NOT
EVALUATED**

**Accident Data NOT
EVALUATED**

Minimum Qualifications for Speed Cushions:

N/A= Not Applicable

Q= Qualifies

N/S=Not Satisfied

N/E=Not Evaluated

Minimum 85 th percentile speed of 30 MPH	N/S
Minimum street length of 700 ft	N/S
Chief of Fire department approval	N/S
Chief of Police department approval	Q
Approval by 75% of residents within proposed speed cushion(s) project location	N/S
Accident report within one year	N/S
Geometric characteristics of the street	Q
Street must not be classified as a Major Collector or an Arterial	Q

Findings:

City council exercised the use of the special provision for the installation of speed humps, no evaluation of the street was done. Approval is needed to install asphalt speed humps.

Staff recommendation:

Staff recommends against the installation of speed humps along Monclova Dr under the special provision.



TRAFFIC SAFETY DEPARTMENT

Monclova Dr

PROPOSED SPEED HUMP



City of Laredo
Traffic Safety Division
Police Department
Speed Humps Installation Approval

May 22, 2017

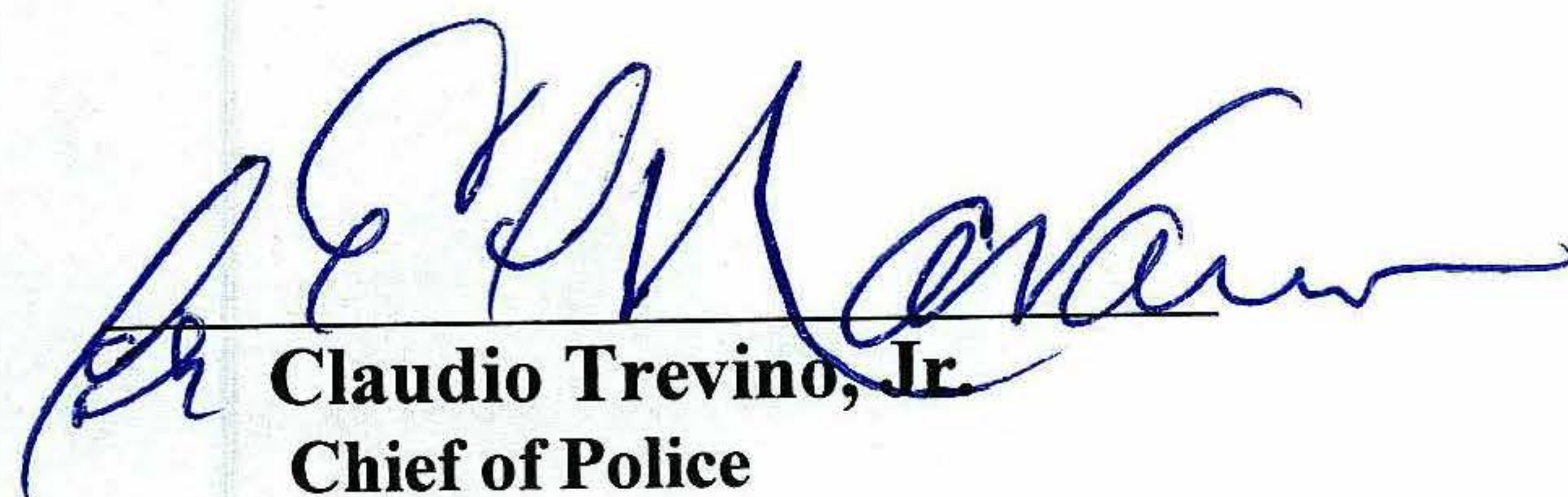
A request for placement of speed humps on the 3500 and 3600 of Monclova Dr. between Poza Rica Dr. and Mante Dr. (see attached) was requested of the Traffic Safety Department. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f. - speed hump should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required. An approval from the Police Department is being requested for the installation of the proposed speed hump on the 3500 and 3600 Monclova Dr. between Poza Rica Dr. and Mante Dr. The approval of this installation is needed to initiate and complete the speed hump installation process

Approve
Installation: ☒

Reasons/Comments:

DOES NOT impede Police Response
ENOUGH to merit denial

Deny
Installation: ☐


Claudio Trevino, Jr.
Chief of Police

Date:

5/23/17



City of Laredo Traffic Safety Division

Fire Department Speed Humps Installation Approval

May 22, 2017

A request for placement of speed humps on the 3500 and 3600 of Monclova Dr. between Poza Rica Dr. and Mante Dr. (see attached) was requested of the Traffic Safety Department. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f. - speed hump should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.** An approval from the Fire Department is being requested for the installation of the proposed speed hump on the 3500 and 3600 Monclova Dr. between Poza Rica Dr. and Mante Dr. The approval of this installation is needed to initiate and complete the speed hump installation process.

Approve
Installation: _____

Reasons/Comments: Installation of speed humps delay the response of emergency vehicle. In addition, further injury may occur to patients with head trauma and/or spinal injuries.

Deny
Installation: × _____

Ramiro R. Elizondo for Chief Landin
Steve Landin
Fire Chief

Date: 05/24/2017

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Robert Eads, Assistant City Manager

Staff Source: Roberto Murillo, P.E., PTOE, Traffic Director

SUBJECT

Consideration to ratify the issuance of an emergency purchase order by the City Manager in the amount of \$68,935.00 to R & A Construction, Laredo, Texas, for labor and materials for emergency roof repairs/replacement at the Public Works Administration building. The emergency roof repairs were needed due to storm damages on February 19, 2017. TML has reimbursed the City of Laredo and funding has been appropriated in the Capital Improvement Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

R & A Construction
15104 Palacio Dr.
Laredo, TX 78045

PREVIOUS COUNCIL ACTION

On April 17, 2017 City Council passed ordinance 2017-O-052 amending the City of Laredo's FY 2016-17 Capital Improvement Fund annual budget by appropriating additional revenues and expenditures in the amount of \$156,327. These funds are a reimbursement from Texas Municipal League insurance for damages caused by the storm in February 2017 at several City of Laredo buildings.

BACKGROUND

Purchasing conducted an emergency bid request for the roof repairs needed at the Public Works Administration Bldg. and received bids from:

R & A Construction,
Romo Contractors, LCC,
Aftermath Roofing Construction Renovation, Inc.,
J. L. J. Construction.

R & A Construction provided the lowest responsible bid.

Description Cost

Temporary Roof Installation \$6,000

Permanent Roof \$55,200

Insulation \$3,000

Ceiling & Coverings \$4,735

Total Cost **\$68,935**

All roof repairs have been completed as of May 3, 2017.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends approval of this Motion.

Fiscal Impact

Fiscal Year: 2017
Budgeted Y/N?: Yes
Source of Funds: Insurance Reimbursement
Account #: 402-4310-533-2010
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the Capital Improvement Fund account number 402-4310-533-2010.

Attachments

Purchase Order



PURCHASE ORDER

CITY OF LAREDO

5512 Thomas Ave
Laredo, TX 78041-3809
Phone: (956) 790-1800 Fax: (956) 790-1805

PAGE:

PO: 279479

DATE: 02/27/17

TO: R & A CONSTRUCTION
15104 PALACIO DR.
LAREDO, TX 78045

SHIP TO: CITY OF LAREDO
TRAFFIC SAFETY
5512 THOMAS AVE
LAREDO, TX 78041

TEL# (956) 334-4411
FAX# (956) 723-9551

INVOICE TO: CITY OF LAREDO
ACCOUNTS PAYABLE
P.O. BOX 210
LAREDO, TX 78042-0210

VENDOR NO.					
69208					
DELIVER BY	SHIP VIA		F.O.B.		TERMS
03/27/17	BEST WAY		FINAL DESTINATION		NET/30
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
MP/RM 337050		JERRY PINA 956-794-1734			
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		SEE BELOW			
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	55200.00	FT	***** * * CHANGE ORDER * ***** ROOF REPAIRS REMOVE DAMAGED STANDING SCRAM ROOFING, THAT WAS BLOWN OFF DUE TO A WIND STORM. ORDER SHEET METAL TO MATCH EXISTING ROOF COLOR. FABRICATE AND INSTALL NEW STANDING SEAM ROOFING ON THE NORTH SIDE OF BUILDING ONLY. INCLUDES ALL FLASHINGS, GUTTERS, AND END NECESSARY TO FINISH THIS INSTALL. (INCLUDES 1 YEAR WARRANTY ON WORKMANSHIP AND 10 YEAR ON MATERIAL)	1.0000	55200.00
2	3000.00	EA	INSULATION REMOVE DAMAGED INSULATION AND REPLACE WITH NEW BATT R-30	1.0000	3000.00
3	4735.00	EA	CEILING & COVERINGS	1.0000	4735.00
4	6000.00	EA	CHANGE ORDER TO P.O. #279479 TO ADD TEMP. ROOF MATERIAL FOR ROOF WAS UNAVAILABLE & TEMPORARY ROOF HAD TO BE INSTALL TO PREVENT FURTHER DAMAGE TO BUILDING ORIGINAL P.O. # 279479 AMOUNT \$62,935.00 ADDITIONAL TEMPORARY ROOF	1.0000	6000.00

This purchase shall be governed, construed, and interpreted by the laws of the state of Texas and the general terms and conditions of the City of Laredo.



PURCHASE ORDER

CITY OF LAREDO

5512 Thomas Ave
Laredo, TX 78041-3809
Phone: (956) 790-1800 Fax: (956) 790-1805

PAGE: 4
PO: 279479
DATE: 02/27/17

TO: R & A CONSTRUCTION
15104 PALACIO DR.
LAREDO, TX 78045

SHIP TO: CITY OF LAREDO
TRAFFIC SAFETY
5512 THOMAS AVE
LAREDO, TX 78041

TEL# (956) 334-4411
FAX# (956) 723-9551

INVOICE TO: CITY OF LAREDO
ACCOUNTS PAYABLE
P.O. BOX 210
LAREDO, TX 78042-0210

VENDOR NO.					
69208					
DELIVER BY	SHIP VIA	F.O.B.		TERMS	
03/27/17	BEST WAY	FINAL DESTINATION		NET/30	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
MP/RM 337050		JERRY PINA 956-794-1734			
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO	REQ. DATE
		SEE BELOW			
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			***** * * * * * ***** \$6,000.00 TOTAL AMOUNT OF AMENDED P. O. \$68,935.00 SUB-TOTAL 68935.00 TOTAL 68935.00 REMARKS: (added to line 4)		
REQ/ACCT	DATE	REQ. BY	PROJECT	AMOUNT	
0000337050	02/22/17	TS/MEME BNDZ/RMTZ		62935.00	
40243105332010					
0000337411	03/02/17	TS/MBENAVIDEZ/NRMZ7952550	17WIND	6000.00	
40243105332010					

This purchase shall be governed, construed, and interpreted by the laws of the state of Texas and the general terms and conditions of the City of Laredo.

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Robert Eads, Assistant City Manager

Staff Source: Roberto Murillo, P.E., PTOE, Traffic Director

SUBJECT

Consideration to ratify the issuance of emergency purchase orders by the City Manager in the amount of \$54,785.00 to Trafficware Group, Inc., Sugar Land, Texas for replacement of traffic signal equipment and signal management software that were damaged by the thunderstorm that occurred on February 19, 2017. Texas Municipal League has reimbursed the City of Laredo and funding has been appropriated in the Capital Improvement Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

Trafficware Group, Inc.
522 Gillingham Blvd.
Sugar Land, TX 77478

PREVIOUS COUNCIL ACTION

On April 17, 2017 City Council passed ordinance 2017-0-052 amending the City of Laredo FY 2016-17 Capital Improvement Fund annual budget by appropriating additional revenues and expenditures in the amount of \$156,327. These funds are a reimbursement from the Texas Municipal League insurance for the damages caused by the storm in February 19, 2017 at several City of Laredo buildings.

BACKGROUND

The storm that occurred in February 19, 2017, damaged existing traffic signal equipment stored inside the traffic safety facilities, located within the Public Works Administration Building, also ruined both the automated traffic management signal (ATMS) and the Streetwise software. Emergency purchase orders were issued to Trafficware Group which is the manufacturer of the traffic signal equipment and ATMS / Streetwise Closed Loop software for the replacement of the damaged goods. An amount \$54,785 is being proposed to be ratified for the emergency incurred purchases.

Description Cost

Replacement of ATMS and Streetwise Signal Software \$26,000

(10) TS2 NTCIP Ethernet Traffic Signal Controllers \$21,000

(9) 580 Signal Malfunction Monitor Units \$7,875

Total Cost \$54,785

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends approval of this motion.

Fiscal Impact

Fiscal Year: 2017

Budgeted Y/N?: Y

Source of Funds: Insurance Reimbursement

Account #:

Change Order: Exceeds 25% Y/N:

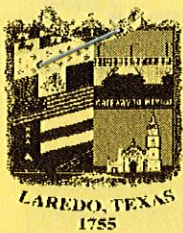
FINANCIAL IMPACT:

Funding is available in account number 402-4310-532-2400 and 402-4310-533-2030.

Attachments

Purchase Orders

This purchase shall be governed, construed, and interpreted by the laws of the state of Texas and the general terms and conditions of the City of Laredo.



PURCHASE ORDER

CITY OF LAREDO

5512 Thomas Ave
Laredo, TX 78041-3809
Phone: (956) 790-1800 Fax: (956) 790-1805

PAGE: 1
PO: 281415
DATE: 04/17/17

TO: TRAFFICWARE GROUP, INC.
522 GILLINGHAM BLVD.
SUGAR LAND, TX 77478

SHIP TO: CITY OF LAREDO
TRAFFIC SAFETY
5512 THOMAS AVE
LAREDO, TX 78041

TEL# (281) 240-7233

INVOICE TO: CITY OF LAREDO
ACCOUNTS PAYABLE
P.O. BOX 210
LAREDO, TX 78042-0210

VENDOR NO.		70987			
DELIVER BY	SHIP VIA	F.O.B.		TERMS	
05/30/17				NET/30	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
		JERRY PINA 956-794-1734		TS/MBENAVIDES/NRMZ7952550	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO	REQ. DATE
		402-4310-533.20-30	17WIND	338932	04/06/17
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	***** * * CONFIRMATION COPY * DO NOT DUPLICATE * ***** VER. 2.0 CITYWIDE SYSTEM REPLACEMENT A) ATMS.NOW VERSION 2.5 OR HIGHER SYSTEM SERVER B) INSTALLATION OF SYSTEM SOFTWARE & CONFIGURATION C) INTEGRATION OF AT LEAST 15 INTERSEC. DATABASE & GRAPHICS W/ONSITE SUPPORT TO CITY STAFF TO DEVELOP BALANCE OF CITYWIDE DATABASE ATTEMP TO RELOAD DATABASE W/DATA RECOVERED BY CITY STAFF. TRAFFICWARE WILL PROVIDE UP TO 1 WK OF ON-SITE OR REMOTE START-UP ASSISTANCE W/SYSTEM & WILL CREATE INTERSECTION GRAPHICS FOR 10 INTERSEC. CITY WILL RECREATE THE BALANCE OF DATABASES & GRAPHICS UNDER SUPERVISION OF TRAFFICWARE STAFF. **CITY WILL FURNISH DELL SERVERS	26000.0000	26000.00
				SUB-TOTAL	26000.00
				TOTAL	26000.00

This purchase shall be governed, construed, and interpreted by the laws of the state of Texas and the general terms and conditions of the City of Laredo.



PURCHASE ORDER

CITY OF LAREDO

5512 Thomas Ave
Laredo, TX 78041-3809
Phone: (956) 790-1800 Fax: (956) 790-1805

PAGE: 1
PO: 281648
DATE: 04/21/17

TO: TRAFFICWARE GROUP, INC.
522 GILLINGHAM BLVD.
SUGAR LAND, TX 77478

SHIP TO: CITY OF LAREDO
TRAFFIC SAFETY
5512 THOMAS AVE
LAREDO, TX 78041

TEL# (281) 240-7233

INVOICE TO: CITY OF LAREDO
ACCOUNTS PAYABLE
P.O. BOX 210
LAREDO, TX 78042-0210

VENDOR NO.					
70987					
DELIVER BY	SHIP VIA	F.O.B.		TERMS	
05/04/17				NET/30	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
		JERRY PINA 956-794-1734		TS/PETE PAREDES 7952550	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO	REQ. DATE
		402-4310-532.24-00	17WIND	338790	04/04/17
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			***** * * CONFIRMATION COPY * DO NOT DUPLICATE * *****		
1	3.00	EA	980 TS-2 TYPE 2 CONTROLLER W/ETHERNET NTCIP VENDOR ITEM NO.- 50099-20300-1	2100.0000	6300.00
2	3.00	EA	MMU 516L VENDOR ITEM NO.- 50155-2500	875.0000	2625.00
SUB-TOTAL					8925.00
TOTAL					8925.00

This purchase shall be governed, construed, and interpreted by the laws of the state of Texas and the general terms and conditions of the City of Laredo.

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Robert Eads, Assistant City Manager

Staff Source: Roberto Murillo, P.E., PTOE, Traffic Director

SUBJECT

Consideration to renew purchase contract FY16-050 to Aluminum Lamps & Patio Furniture, Laredo, Texas for the purchase of an additional one-hundred (100) ornamental sign poles in the amount of \$94,220.00 for the Traffic Safety Department. Funding is available in the 2016 CO funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

Aluminum Lamps and Patio Furniture Inc.
5211 E. Saunders
Laredo, Tx 78041

PREVIOUS COUNCIL ACTION

City Council approved a purchase contract on June 6, 2016 to Aluminum Lamps and Patio Furniture for the purchase of an estimated one hundred (100) sign ornamental poles at a total cost of \$ 94,220. The approved contract included language that City of Laredo reserved the option/right to renew this purchase contract upon mutual agreement with awarded vendor.

BACKGROUND

City Council approved a purchase contract on June 6, 2016 to Aluminum Lamps and Patio Furniture for the purchase of an estimated one hundred (100) sign ornamental poles at a total cost of \$ 94,220. The approved contract included language that City of Laredo reserved the option/right to renew this purchase contract upon mutual agreement with awarded vendor. An additional one hundred (100) sign ornamental poles are proposed to be purchased exercising the option to renew this contract at the same cost of \$ 94, 220. Vendor is in agreement to renew this contract. These ornamental sign poles will be installed within City Council District III. The ornamental traffic poles are for street name and stop signs. Delivery is expected within (30 days or 45 days) after receipt of order.

The City of Laredo reserves the option/right to renew this purchase contract upon mutual agreement with awarded vendor. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

			Aluminum Lamps & Patio Laredo, Texas		Three G Electric Laredo, Texas	
Item	Description	Qty.	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Type1 Sign	6	\$ 820.00	\$ 4,920.00	\$ 1,969.47	\$ 11,816.82

2	Type 11 Stop, street 36"	22	\$ 950.00	\$ 20,900.00	\$ 2,875.79	\$ 63,267.38
3	Type, II Stop ,street 42"	48	\$ 950.00	\$ 45,600.00	\$ 2,775.79	\$ 133,237.92
4	Sype III Stop m plate 30"	18	\$ 950.00	\$ 17,100.00	\$ 2,675.79	\$ 48,164.22
5	Type IVA Stop Signs	6	\$ 950.00	\$ 5,700.00	\$ 2,974.74	\$ 17,848.44
				\$ 94,220.00	\$ 274,334.78	

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Recommend that this purchase contract be awarded.

Fiscal Impact

Fiscal Year: 2017
Bugeted Y/N?: Y
Source of Funds: 2016 CO
Account #: 470-9822-535-4539
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is the 2016 CO Issue. Account 470-9822-535-4539

Attachments

FY 16-050 Contract

Quote

City Council-Regular**Meeting Date:** 06/06/2016**Initiated By:** Jesus Olivares, City Manager**Staff Source:** Roberto Murillo, Traffic Safety Manager, Miguel A. Pescador, Purchasing**SUBJECT**

Consideration to award contract FY16-050 to the low bidder, Aluminum Lamps & Patio Furniture, Laredo, Texas for the purchase of estimated one hundred (100) ornamental sign poles in the amount total amount of \$94,220.00 for the Traffic Safety Department. Funding is available in the 2009 CO funds.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received two (2) bids for the purchase of estimated one hundred (100) ornamental signs poles for the Traffic Safety Department. The purchase of these new poles will replace and upgrade existing weathered traffic poles. The ornamental traffic poles are for street name and stop signs. A recommendation is being presented to City Council that this contract be awarded to the low bidder Aluminum Lamps & Patio Furniture. Delivery is expected within (30 days or 45 days) after receipt of order.

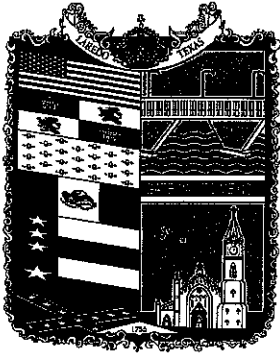
* The City of Laredo reserves the option/right to renew this purchase contract upon mutual agreement with awarded vendor. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Item	Description	Qty.	Aluminum Lamps & Patio Laredo, Texas		Three G Electric Laredo, Texas	
			Unit Cost	Total Cost	Unit Cost	Total Cost
1	Type I Sign	6	\$ 820.00	\$ 4,920.00	\$ 1,969.47	\$ 11,816.82
2	Type II Stop, street 36"	22	\$ 950.00	\$ 20,900.00	\$ 2,875.79	\$ 63,267.38
3	Type, II Stop ,street 42"	48	\$ 950.00	\$ 45,600.00	\$ 2,775.79	\$ 133,237.92
4	Type III Stop m plate 30"	18	\$ 950.00	\$ 17,100.00	\$ 2,675.79	\$ 48,164.22
5	Type IVA Stop Signs	6	\$ 950.00	\$ 5,700.00	\$ 2,974.74	\$ 17,848.44
				\$ 94,220.00		\$ 274,334.78

COMMITTEE RECOMMENDATION

None

Item	Description	Qty.	Aluminum Lamps & Patio		Three G Electric	
			Laredo, Texas	Laredo, Texas	Laredo, Texas	Laredo, Texas
			Unit Cost	Total Cost	Unit Cost	Total Cost
1	Type I Sign	6	\$ 820.00	\$ 4,920.00	\$ 1,969.47	\$ 11,816.82
2	Type II Stop, street 36"	22	\$ 950.00	\$ 20,900.00	\$ 2,875.79	\$ 63,267.38
3	Type, II Stop, street 42"	48	\$ 950.00	\$ 45,600.00	\$ 2,775.79	\$ 133,237.92
4	Type III Stop m plate 30"	18	\$ 950.00	\$ 17,100.00	\$ 2,675.79	\$ 48,164.22
5	Type IVA Stop Signs	6	\$ 950.00	\$ 5,700.00	\$ 2,974.74	\$ 17,848.44
				<u>\$ 94,220.00</u>		\$ 274,334.78



***CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS***

**ORNAMENTAL SIGN POLES
TRAFFIC SAFETY 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, from interested vendors to provide Ornamental Sign Poles to be used in various City of Laredo intersections. The City is requesting bids for the awarding the purchase of an estimated amount of one hundred (100) ornamental sign poles to be used by the Traffic Safety 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 16, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on May 17, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Ornamental Sign Poles – Traffic Safety Department
FY16-050**

Bids are to be mailed:

**City of Laredo – Acting City Secretary
C/O Heberto L. Ramirez
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579**

Hand Delivered:

**City of Laredo – Acting City Secretary
C/O Heberto 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.

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.

**CITY OF LAREDO
PURCHASING DIVISION**

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 be 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

The contract will be awarded to the lowest responsive, responsible bidder based on the evaluation factors listed in the Request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

- * (a) The City of Laredo reserves the option/right to renew this purchase contract upon mutual agreement with awarded vendor. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

All annual contracts shall be bound by the terms of the bid documents.

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.

- (a) 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.
- (b) 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.
- (c) 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".
- (d) 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.
- (e) 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.

**CITY OF LAREDO
PURCHASING DIVISION**

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 required for this contract).

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us.

**Ornamental Sign Poles
Traffic Safety Department**

14.0 Scope of Work

The City of Laredo Traffic Safety Department is currently seeking bids from interested vendors to provide and estimated 100 Ornamental Sign Poles to be used in various City of Laredo intersections. The City is requesting bids for the awarding the purchase of an estimated one hundred (100) ornamental sign poles to be used by the Traffic Safety Department. A **sample picture** of the ornamental pole assembly shall be included with submittal of bid.(Figure I , page 22)

Traffic Safety Department point of contact: Roberto Murillo (956) 795-2550 or email rmurillo@ci.laredo.tx.us

- 14.1 All questions for this bid shall be submitted before May 9, 2016 in writing or by email to:

Miguel A. Pescador, Purchasing Agent
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: mpescador@ci.laredo.tx.us

- 14.2 The successful bidder shall furnish all the equipment and appurtenances to perform the service.

15.0 General Conditions

- 15.1 Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding material / equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- 15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
- 15.3 Unit prices shall be shown and where there is an error in extension of price, **the unit price shall govern.**
- 15.4 The quantities listed on the attached sheets are approximate quantities.
- 15.5 The City of Laredo reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to the City of Laredo.
- 15.6 The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions as stated in this specifications.
- 15.7 If you are considering submitting an ornamental pole assembly design with a section that does not meet specifications as detailed in Section 16.0, you must submit sufficient documentation with your bid package for the Traffic Safety Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration may be cause for rejection.
- 15.8 The City of Laredo reserves the option/right to renew this purchase contract upon mutual agreement with awarded vendor. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

**CITY OF LAREDO
PURCHASING DIVISION**

16.0 GENERAL SPECIFICATIONS FOR ORNAMENTAL SIGN POLE ASSEMBLY

Design:

The complete ornamental sign pole assembly shall be color black of 350-380 copper free cast aluminum alloy and designed to support the pole shaft, pole top, pole base, stop sign and street name sign support brackets (where required), and include anchor bolt assembly and other hardware required for pouring of concrete foundations and mounting of the complete assembly. The design shall also be able to support an "All Way" sign support bracket and a post top luminaire, when required (See Figure 1). No acid welding shall be performed for any welds required. A sample picture of the ornamental pole assembly shall be included with submittal of bid.

Pole:

The pole shall be 5 inch O.D. round fluted and be fabricated from cast aluminum alloys and be of one piece construction with a .125 inch minimal wall thickness. The pole shall have a hand hole (access) located between 12 inches and 18 inches above the base. Hand holes shall have an aluminum reinforcing frame to maintain the structural integrity of the pole. The aluminum hand hole cover shall be fastened by means of stainless steel hardware. Design shall allow to accept a post-top luminaire, and/or "All Way" sign bracket, if required. The length of the complete assembly, including pole, base, and end cap pole shall be able to accommodate all the hardware required of the assembly but shall not exceed 12 feet in length. For complete pole assembly that requires a post-top ornamental luminaire the length shall not exceed 13 feet and 6 inches.

Pole Base Flange:

The pole base shall be of cast aluminum alloys with a diameter of 12 inches to 16 inches and be of one piece construction for a 5 inch O.D round pole. Pole base shall be decorative of architectural design with a minimum height of 14 inches and maximum height of 20 inches. The base/shaft connection shall have a tight tolerance fit before welding. The pole shall be joined to the base with two circumferential welds at the top and bottom of the base. Anchor bolt covers, bolt caps or base covers shall be provided for the appropriate base style. Anchor bolt locations shall be cast within the pole base with a bolt circle of 10 to 14 inches in diameter. Pole base shall have a minimal wall thickness of .250 inches.

Anchor Bolts:

There shall be a minimum of four (4) anchor bolts per ornamental pole with a minimum 5/8 inches in diameter and 18 inches in length of hot dip galvanized steel to secure the complete ornamental sign pole assembly which needs to be included for each ornamental pole. One (1) anchor bolt assembly shall be included for each pole which shall consist of four (4) anchor bolts and two (2) anchor bolt alignment templates. The foundation required for the ornamental poles assembly shall not be required to be greater than 24 inches in diameter and 36 inches in depth.

Pole caps:

Pole cap shall be made from cast aluminum alloy and welded or fastened to the pole top with stainless steel set screws with the Acorn or Pineapple Finial Design to fit the 5 inch O.D. pole. Height of pole cap shall be a minimum of 6 inches. The ornamental pole assembly shall accept a post-top luminaire in place of the pole cap when required.

Finishing:

The complete ornamental sign pole assembly shall be color black. An industrial type DTM wash primer (Sherwin- Williams (B71Y1)) for cast aluminum shall be used prior to applying color black Acrolon 218 HS acrylic polyurethane semi-gloss (B65-650) finish. A black semi-gloss powder coated base finish may also be used as an alternative.

Street Sign Mounting Plate:

The street name sign blade holder shall be color black of a decorative style plate and be ¼ inch thick and fabricated of aluminum and shall hold street name sign blades 9 inches in height and variable lengths, as required (See Figure 2), from 30 inches to 42 inches. It shall also incorporate, within the same mounting plate, a plate that is parabolic in shape, on the center top section of the mounting plate 4 to 6 inches in height and 10 to 12 inches in width, with a flat surface similar to that of the street name sign plate. It shall include a capital letter " H ", white in color, centered horizontally and vertically on this plate with letter design as shown on Figure 1c. The street name sign plate shall be welded to the pole and reinforced with the welding details as shown on Figure 1 b. An S-shaped bracket shall be welded to the bottom of the mounting plate as shown on Figure 1 to provide additional support. The street name sign mounting plate shall be a solid cast aluminum plate with a raised border of ½ inch to 1 inch wide for the top, bottom, and outside edge of the mounting plate that will allow securing street sign blade on both sides of the plate with proper hardware. The raised border details for the inside of the plate are incorporated in the welding details shown on Figure 1a. When required, two (2) street sign mounting plates shall be installed at 90 degrees from each other, one plate over the other at a minimum distance of 2 inches between mounting plates. Furnishing or installing of the street name sign blade is not included in the bid.

Stop Sign Mounting Plate:

A raised border backer black plate of ¼ inch minimum solid cast aluminum and raised border of ½ inch to 1 inch wide shall be welded to the pole to secure a 30" x 30" stop sign. It shall allow the installation of the stop sign on the aluminum plate and shall show a black raised border around the entire perimeter of the sign once installed. Two (2) 3/8" pre-threaded holes with minimum 3/8" depth shall be required on the back plate to secure stop sign to be located 3 inches (center) from the top and bottom of stop sign with a distance of 24 inches between holes and centered vertically along the back plate. The plate shall be located a minimum of 84 inches and maximum 88 inches from the bottom of sign plate to the base of the assembly installed. Furnishing or installing the 30" x 30" stop sign is not included in the bid.

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All Way Sign Plate (If needed):

When required, a raised border backer black plate of ¼ inch minimum solid cast aluminum and raised border of ½ inch to 1 inch wide shall be welded to secure a 6 inch by 18 inch "all way" sign (6 inch height and 18 inch wide). It shall allow the installation of the sign on the aluminum plate and shall show a black raised border around the entire perimeter of the sign once installed. Two (2) 3/8" pre-threaded holes with a minimum 3/8" depth shall be required on the back plate to secure the "All way" sign plate to be located ½ inch (center) from the top and bottom of stop sign with a distance of 5 inches between holes and centered vertically along the back plate. The plate shall be located no more than 1 inch below the bottom of stop sign mounting plate. Furnishing or installing the "All Way" sign is not included in the bid.

17.0: PRICING:

Item	Description	Qty.	Unit Cost	Total Cost
1	Type 1 Sign mounting plate w/ all way mounting plate underneath	6	\$	\$
2	Type 11 Stop sign mounting plate with 42" street name sign & 42" street name sign mounting plates	22	\$	\$
3	Type II, Stop sign mounting plate with 36" street name sign & 36" street name sign mounting plates	48	\$	\$
4	Type III Stop signs mounting plate with 30" street name sign & 30 street sign mounting plates	18	\$	\$
5	Type Iva Stop signs mounting plate with 30" & 30" street name sign mounting plates with all way mounting plate under stop sign.	6	\$	\$
Grand Total			\$	

18.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Unit cost to include delivery within 30-45 days to Traffic Safety Warehouse, 4305 Maher, Bldg. 1308, Laredo, Texas 78041.

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- 18.1 The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted fiscal year, this formal bid becomes null and void.

19.0 Term of Contract

The contract will be awarded to the lowest responsive, responsible bidder based on the evaluation factors listed in the Request for bid document, in accordance to the provisions of the State of Texas - Local Government Code. (a) The City of Laredo reserves the option/right to renew this purchase contract upon mutual agreement with awarded vendor. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

All annual contracts shall bound by the terms of the bid documents.

20.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A- Company Information Questionnaire

Tab B- Signed Price Schedule

Tab C- Conflict of Interest Questionnaire

Tab D – Non-Collusive Affidavit

Tab E - Discretionary Contract Disclosure

**CITY OF LAREDO
PURCHASING DIVISION**

21.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

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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.

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business 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

22.0 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](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.htm).

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

- 1. Mayor**
- 2. Council Members**
- 3. City Manager**
- 4. Members of the Fire Fighters and Police Officers Civil Service Commission.**
- 5. Members of the Planning and Zoning Commission.**
- 6. Members of the Board of Adjustments**
- 7. Members of the Building Standards Board**
- 8. Parks & Leisure Advisory Committee Member,**
- 9. Historic District Land Board Member,**
- 10. Ethics Commission Board Member,**
- 11. The Board of Commissioners of the Laredo Housing Authority**
- 12. The Executive Director of the Laredo Housing Authority**
- 13. Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-790-1825

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☐ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION

23.0 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 or 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.

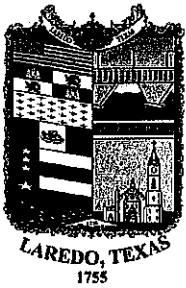
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this _____ day of _____ 20_____.

Notary Public

My commission expires:

24.0 Tab E



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.

*This is a ___ New Submission or ___ Correction or ___ Update to previous submission.

***1. Name of person submitting this disclosure form.**

First: _____ M.I. _____ Last: _____ Suffix: _____

***2. Contract Information.**

a) Contract or project name: _____

b) Originating department: _____

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

- ☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
- ☐ Names of partner, parent, or subsidiary business entities: _____

***5. List any individuals or entities that will be subcontractors on this contract.**

- ☐ Not applicable. No subcontractors will be retained for this contract.
- ☐ Subcontractors may be retained, but have not been selected at the time of this submission.
- ☐ List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

- ☐ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
- ☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract: _____

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***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☐ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ List of contributors:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 90 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☐ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(s) of interest:

***Acknowledgements**

☐ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☐ **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

**CITY OF LAREDO
PURCHASING DIVISION**

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☐ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☐ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: _____ Title: _____

Company Name or DBA: _____ Date: _____

Please fill this form out online, print and completed form and submit with
proposal to originating department. All questions must be answered.

If necessary to mail, sent to:

City of Laredo

P.O. Box 579

Laredo, Texas 78042-0579

**CITY OF LAREDO
PURCHASING DIVISION**

25.0 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 16, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on May 17, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Ornamental Sign Poles – Traffic Safety Department
FY16-050**

Bids are to be mailed: City of Laredo – Acting City Secretary
C/O Heberto Ramirez
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:

City of Laredo – Acting City Secretary
C/O Heberto 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. Please submit one original signature bid document and two copies**

Attachment G

26.0

Form 1295 CERTIFICATE OF INTERESTED PARTIES

**CITY OF LAREDO
PURCHASING DIVISION**

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.

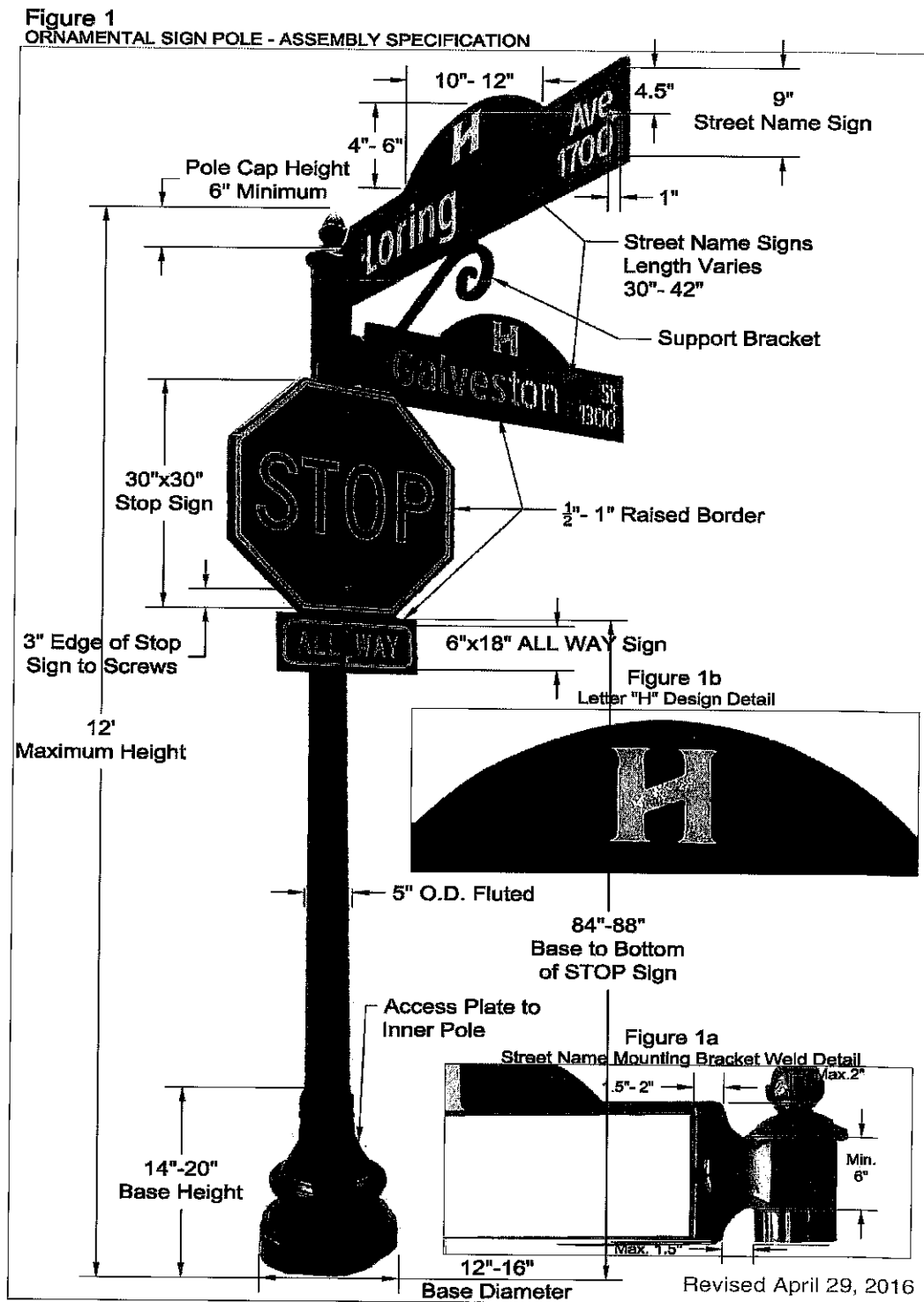
Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

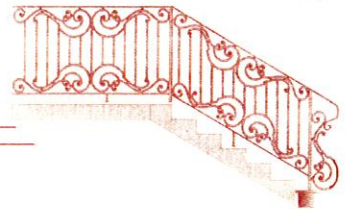
27.0 Figure 1 Attachment





Aluminum Lamps & Patio Furniture, Inc.

www.aluminumlamps.net



CITY OF LAREDO

TRAFFIC SAFETY DEPARTMENT

BY SOLISITUDE OF YOU WE WANT TO INFORM THAT THE ORNAMENTAL SIGN POLE WII BE IN THE AMOUNT OF \$942.20 WITH THE GRAND TOTAL OF \$94,200.20

WITH THE SAME EXPECIFICATION FROM LAST TIME PURCHASE.

FOR ANY QUESTIONS OR COMENTS PLEASE LET US KNOW .

EMILIANO IBARRA .

RECEIVED
MAY 23 2017

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Robert Eads, Assistant City Manager

Staff Source: Riazul I. Mia, P.E., C.F.M.

SUBJECT

Authorizing the City Manager to approve Amendment No. 2 to the Engineering Contract with Dannenbaum Engineering Company - McAllen, L.L.C., of Laredo, Texas, for the El Pico Final Design for 24 inch Water Line from El Pico/Old Mines Road connection to Hachar Loop Northern Boundary Line. The purpose of this amendment is to add 365 calendar days to termination date of Phase 1. There will be no financial impact.

PREVIOUS COUNCIL ACTION

On November 17, 2014 City Council approved award a contract to DannenbaumMcAllen for the 24" Water Line from El Pico/Old Mines Road connection to Hachar Loop Northern Boundary Line. On April 18, 2016, City Council approved Amendment No 1

BACKGROUND

Phase I - Engineering Contract Fee for Preliminary Engineering Design of El Pico 24 Inch Waterline from El Pico/Old Mines Road Connection to Hachar Tract Northern Boundary Line

Basic Services:

1. Preliminary Engineering For 24 Inch Water Line \$137,572.50

Special Services:

1. Develop Ultimate Schematic thru Hachar Tract to allow waterline to be constructed inside Hachar Loop R.O.W. requiring the development of roadway schematics as per TxDOT. Detail survey of Hachar Loop to be provided by entity representing the Hachar Trust \$361,056.60
2. Develop environmental document thru Hachar Tract to allow Hachar Loop R.O.W. to be approved by TxDOT \$300,057.65
3. Preliminary Hydrology/Flood Analysis of creek crossings on the Hachar Trust \$167,244.61
4. Large Water Transmission Line Alignment Study \$50,131.92

ENGINEERING CONTRACT FEE **\$1,016,063.28**. Contract time for Phase I is 450 calendar days

AMENDMENT No. 1 is to add 365 calendar days.

AMENDMENT No. 2 is to add 365 calendar days.

	AMOUNT	CONTRACT TIME
Original Contract	\$1,016,063.28	450 Calendar Days
Amendment No. 1	\$0.00	365 Calendar Days
Amendment No. 2	\$0.00	365 Calendar Days
TOTAL	\$1,016,063.28	1,180 Calendar Days

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approve Motion

Fiscal Impact

Fiscal Year: 2017
Budgeted Y/N?: Y
Source of Funds: 2011-Water Revenue Bonds
Account #: 557-4193-538-0351
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No financial impact.

Fiscal Year: 2017
Budgeted Y/N?: Y
Source of Funds: 2013 Water Revenue Bond
Account #: 557-4195-538-0351
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No financial impact.

Attachments

Amendment No 2

DANNENBAUM ENGINEERING COMPANY – McALLEN, LLC

LAREDO OFFICE:

8610 McPHERSON, SUITE 130 LAREDO, TEXAS 78040 (956)712-9817

May 9, 2017

City of Laredo
Utilities Department
5816 Daugherty
Laredo, Texas 78041

**Attn: Riazul I. Mia, P.E., CFM,
Utilities Director**

Subj: Partially Executed Amendment No. 2 for Professional Services Contract

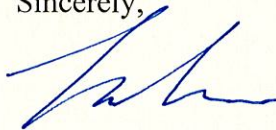
**Re: El Pico Final Design for 24 Inch Water Line from El Pico / Old Mines Road
Connection to Hachar Loop Northern Boundary Line**

Dear Mr. Mia,

Enclosed please find Two (2) Original Partially-Executed Amendment No. 2 to the Contract for Professional Services for the above referenced project. Extending termination date for Professional Services Contract.

Respectfully, we request your review and approval. Upon approval please execute both originals in blue ink and return both originals to our office.

Sincerely,



Louis H. Jones, Jr., P.E.
President

Cc: Anthony Garza, Environmental Specialist-DEC

Recommended for Approval:



Riazul Mia, P.E.



AMENDMENT NO. 2 FOR PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF WEBB

CITY OF LAREDO

**City of Laredo
Water Utilities Department
El Pico Final Design for 24 Inch Water Line
From El Pico/Old Mines Road Connection to Hachar Loop Northern Boundary Line**

Pursuant to **IX – Changes of Scope of Services** this Amendment No. 2 to the Contract dated December 10, 2014 between the City of Laredo and Dannenbaum Engineering Company – McAllen, LLC for the El Pico Final Design for 24 Inch Water Line From El Pico/Old Mines Road Connection to Hachar Loop Northern Boundary Line hereinafter referred to as the “Contract” made and entered in Laredo, Webb County, Texas, between the City of Laredo, a Municipal Corporation in the State of Texas, hereinafter termed “City”, and

Dannenbaum Engineering Company – McAllen, LLC
8610 McPherson, Suite 130
Laredo, Texas 78040
(956) 712-9817 Office
(956) 712-9857 Fax

Engineer(s) duly licensed, and practicing under the laws of the State of Texas, hereinafter termed “Consultant,” Amendment No. 2 to the Contract being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council and by said Consultant for engineering services hereinafter set forth in connection with the above designated project for the City of Laredo.

Amendment No. 2 to the Contract is made pursuant to the terms and conditions of Section IV of the Contract made by and between the City of Laredo (the “City”) and Dannenbaum Engineering Company – McAllen, LLC (the “Consultant”)

IV. Period of Performance. Attachment B, Production Schedule in the Contract is amended to add 365 calendar days to termination date of Phase I.

Contract Amendment No. 1 approved by City Council on April 18, 2016 extended the contract to April 17, 2017.

This Amendment to the Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Contract not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, the City of Laredo has lawfully caused those presents to be executed by the hand of the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Secretary, and this Consultant to be effective as of the _____ day of _____, 2017.

DANNENBAUM ENGINEERING COMPANY – MCALLEN, LLC

BY:  _____ Date: 5/17/17
Louis H. Jones Jr., P.E., President

CITY OF LAREDO, TEXAS

BY: _____ Date: _____
Horacio De Leon Jr., Acting City Manager

ATTEST:

BY: _____ Date: _____

PRINTED NAME: _____
City Secretary

ATTACHMENT "B"

El Pico Preliminary / Final Design 24 Inch Water Line From El Pico/Old Mines Road Connection to Hachar Loop Northern Boundary Line

REVISÉD PHASE I - PRODUCTION SCHEDULE*

*Includes references to Reuthinger Segment due to TxDOT mandate that a single Schematic Design and Environmental Document with Logical Termini from FM 1472 to I35 be submitted - City of Laredo is overall Project Sponsor

Date:
May 9,
2017

[illegible]

City Council-Regular**Meeting Date:** 06/05/2017**Initiated By:** Robert Eads, Assistant City Manager**Staff Source:** Riazul I. Mia, P.E., CFM, Utilities Director**SUBJECT**

Authorizing City Manager to execute the construction contract to the lowest bidder Altus Construction, LLC., Laredo, Texas, in the amount of \$2,007,920.86, for the Water Lines Replacement Project for Lane Street from Stone Avenue to Smith Avenue. Construction time is one hundred and twenty (120) working days for final completion. Funding is available in the 2016 Water Revenue Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Bids for the Water Lines Replacement Project for Lane Street from Stone Avenue to Smith Avenue were received in Laredo, Texas on April 20, 2017 and were opened on April 21, 2017. The bid results were as follows:

Bidder	Go Underground, LLC.	Altus Construction, LLC.	SAL Construction Mgmt	M.D. Merrett Inc.
Base Bid	\$2,203,590.00	\$2,007,920.86	\$2,379,255.00	\$2,064,673.60
Deduct Alternate	\$265,000.00	\$166,619.00	\$242,500.00	\$192,000.00
Add Alternate	\$85,000.00	\$21,506.00	\$170,000.00	\$18,000.00

Figures are not itemized in this table.

The Deduct Alternate is to remove the services installation in the event the bids were substantially higher than Engineer's estimate. The Add Alternate is to add preparation for services in the event Deduct Alternate was chosen. The Base bid is within Engineer's estimate range, so Deduct Alternate and Add Alternate will not be considered, only the Base bid. Staff recommends to award the contract to Altus Construction, LLC. per base bid, without any alternates, to an amount of \$2,007,920.86.

COMMITTEE RECOMMENDATION

Finance and Operations Committee

STAFF RECOMMENDATION

To approve this motion.

Fiscal Impact

Fiscal Year: 2017
Budgeted Y/N?: Y
Source of Funds: 2016 Water Revenue Bond
Account #: 557-4183-538.04-21
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is available in the 2016 Water Revenue Bond Account No.
557-4183-538.04-21

Attachments

Lane WL Replacement Engineer's Recommendation Letter
Lane WL Replacement Bid Tabulation
Pre-Bid Signing Sheet

MEJIA ENGINEERING COMPANY

Carlos V. Mejia, P.E.

1202 Houston Street, Suite 200
Laredo, Texas 78040
(956) 725-5057
cvm@mejiaengineering.com

May 12, 2017

Mr. Riazul Mia, P.E., Director
City of Laredo Utilities Dept.
5816 Daugherty Ave.
Laredo, TX 78044

RE: Waterlines Replacement for Lane Street from Stone Ave. to Smith Ave.
Laredo, TX

Dear Mr. Mia:

After reviewing the four bids submitted for the subject project on April 20, 2017, I recommend that Altus Construction, LLC, be awarded the contract in the amount of the BASE BID of two million seven thousand nine hundred twenty dollars and eighty-six cents (\$2,007,920.86) since they are the lowest bidder and have performed similar work for the City of Laredo recently. Please note that the Utilities Department has decided NOT TO ACCEPT the Deductive and Additive Alternatives.

The four bidders and their base bids are as follows:

Company Name	Amount Bid
1. GO Underground, LLC	\$ 2,203,590.00
2. Altus Construction, LLC	\$ 2,007,920.86
3. SAL Construction Mgmt.	\$ 2,379,255.00
4. M.D. Merrett, Inc.	\$ 2,064,673.60

Also, attached is the Bid Tabulation for all four bidders previously submitted to you.

If you have any questions, please call me on my cell at (956) 763-1471.

Sincerely,



Carlos V. Mejia, P.E.
President

CVM/jm

enclosures

CITY OF LAREDO WATERLINE REPLACEMENT PROJECT FOR LANE STREET FROM STONE AVE. TO SMITH AVE.
BID TABULATION PREPARED BY MEJIA ENGINEERING COMPANY

APRIL 27,2017

ITEM No.	NAME OF PAY ITEM	Unit	Unit	GO Underground, LLC		Altus Construction, LLC		SAL Construction Mgmt		M.D. Merrett Inc.		MEJIA ENGINEERING	
		Quantity		UNIT BID	AMOUNT BID	UNIT BID	AMOUNT BID	UNIT BID	AMOUNT BID	UNIT BID	AMOUNT BID	COST ESTIMATE	COST ESTIMATE
1	8" PVC WATERLINE	6,400	LF.	\$ 80.10	\$ 512,640.00	\$ 31.67	\$ 202,688.00	\$ 105.25	\$ 673,600.00	\$ 54.45	\$ 348,480.00	\$ 320,000.00	\$ 320,000.00
2	8" Water Gate valve	44	EA.	\$ 750.00	\$ 33,000.00	\$ 2,943.68	\$ 129,521.92	\$ 1,860.00	\$ 81,840.00	\$ 2,500.00	\$ 110,000.00	\$ 88,000.00	\$ 88,000.00
3	8" X 8" M.J. CROSS	8	EA.	\$ 4,200.00	\$ 33,600.00	\$ 1,876.79	\$ 15,014.32	\$ 1,375.00	\$ 11,000.00	\$ 1,600.00	\$ 12,800.00	\$ 28,000.00	\$ 28,000.00
4	8" X 8" X 8" M.J. TEE	7	EA.	\$ 2,400.00	\$ 16,800.00	\$ 1,343.81	\$ 9,406.67	\$ 1,150.00	\$ 8,050.00	\$ 1,200.00	\$ 8,400.00	\$ 14,000.00	\$ 14,000.00
5	8" X 8" X 6" M.J. TEE	27	EA.	\$ 2,400.00	\$ 64,800.00	\$ 1,212.61	\$ 32,740.47	\$ 1,095.00	\$ 29,565.00	\$ 1,200.00	\$ 32,400.00	\$ 40,500.00	\$ 40,500.00
6	8" M.J. ELBOW	10	EA.	\$ 1,450.00	\$ 14,500.00	\$ 1,273.73	\$ 12,737.30	\$ 955.00	\$ 9,550.00	\$ 800.00	\$ 8,000.00	\$ 16,000.00	\$ 16,000.00
7	6" M.J. ELBOW	24	EA.	\$ 1,200.00	\$ 28,800.00	\$ 996.61	\$ 23,918.64	\$ 875.00	\$ 21,000.00	\$ 750.00	\$ 18,000.00		\$ 18,000.00
8	8" X 6" M.J. REDUCER	23	EA.	\$ 1,250.00	\$ 28,750.00	\$ 730.66	\$ 16,805.18	\$ 890.00	\$ 20,470.00	\$ 750.00	\$ 17,250.00	\$ 36,400.00	\$ 36,400.00
9	8" PLUG	21	EA.	\$ 1,050.00	\$ 22,050.00	\$ 853.74	\$ 17,928.54	\$ 755.00	\$ 15,855.00	\$ 750.00	\$ 15,750.00	\$ 25,200.00	\$ 25,200.00
10	12" PVC WATERLINE	150	LF.	\$ 65.00	\$ 9,750.00	\$ 50.34	\$ 7,551.00	\$ 115.00	\$ 17,250.00	\$ 76.00	\$ 11,400.00	\$ 10,500.00	\$ 10,500.00
11	12" GATE VALVE	4	EA.	\$ 1,800.00	\$ 7,200.00	\$ 5,095.40	\$ 20,381.60	\$ 6,200.00	\$ 24,800.00	\$ 4,500.00	\$ 18,000.00	\$ 16,000.00	\$ 16,000.00
12	12" X 8" M.J. CROSS	2	EA.	\$ 5,450.00	\$ 10,900.00	\$ 2,456.05	\$ 4,912.10	\$ 1,490.00	\$ 2,980.00	\$ 3,000.00	\$ 6,000.00	\$ 8,000.00	\$ 8,000.00
13	12" X 12" X 12" M.J. TEE	4	EA.	\$ 4,400.00	\$ 17,600.00	\$ 2,484.29	\$ 9,937.16	\$ 1,800.00	\$ 7,200.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
14	12" M.J. ELBOW	4	EA.	\$ 1,600.00	\$ 6,400.00	\$ 2,543.73	\$ 10,174.92	\$ 1,500.00	\$ 6,000.00	\$ 2,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
15	12" PLUG	4	EA.	\$ 650.00	\$ 2,600.00	\$ 1,504.17	\$ 6,016.68	\$ 1,035.00	\$ 4,140.00	\$ 1,000.00	\$ 4,000.00	\$ 25,200.00	\$ 25,200.00
16	FIRE HYDRANT	17	EA.	\$ 6,000.00	\$ 102,000.00	\$ 8,569.56	\$ 145,682.52	\$ 7,275.00	\$ 123,675.00	\$ 6,800.00	\$ 115,600.00	\$ 144,000.00	\$ 144,000.00
17	3/4", 1", 1-1/2", 2" WATERLINE SERVICE (HORIZONTAL DRILLING)	2000	LF.	\$ 90.00	\$ 180,000.00	\$ 33.93	\$ 67,860.00	\$ 85.00	\$ 170,000.00	\$ 36.00	\$ 72,000.00		\$ 72,000.00
18	3/4", 1", 1-1/2", 2" WATERLINE SERVICE (OPEN CUT TRENCH)	100	EA.	\$ 850.00	\$ 85,000.00	\$ 987.59	\$ 98,759.00	\$ 725.00	\$ 72,500.00	\$ 1,200.00	\$ 120,000.00	\$ 260,000.00	\$ 260,000.00
19	6" X 8" WET CONNECTION	17	EA.	\$ 4,000.00	\$ 68,000.00	\$ 1,033.98	\$ 17,577.66	\$ 10,700.00	\$ 181,900.00	\$ 3,500.00	\$ 59,500.00	\$ 105,800.00	\$ 105,800.00
20	12" X 8" WET CONNECTION	4	EA.	\$ 4,000.00	\$ 16,000.00	\$ 1,595.34	\$ 6,381.36	\$ 11,750.00	\$ 47,000.00	\$ 3,800.00	\$ 15,200.00	\$ 32,800.00	\$ 32,800.00
21	6" PLUG	22	EA.	\$ 300.00	\$ 6,600.00	\$ 652.85	\$ 14,362.70	\$ 775.00	\$ 17,050.00	\$ 1,500.00	\$ 33,000.00	\$ 14,300.00	\$ 14,300.00
22	REMOVAL EX. FIRE HYDRANT	9	EA.	\$ 1,200.00	\$ 10,800.00	\$ 226.20	\$ 2,035.80	\$ 800.00	\$ 7,200.00	\$ 2,500.00	\$ 22,500.00	\$ 10,800.00	\$ 10,800.00
23	1" AIR RELEASE VALVE	2	EA.	\$ 3,050.00	\$ 6,100.00	\$ 3,259.28	\$ 6,518.56	\$ 5,550.00	\$ 11,100.00	\$ 2,800.00	\$ 5,600.00	\$ 8,000.00	\$ 8,000.00
24	REFLECTORIZED PAVEMENT MARKINGS	17	EA.	\$ 350.00	\$ 5,950.00	\$ 38.37	\$ 652.29	\$ 40.00	\$ 680.00	\$ 120.00	\$ 2,040.00	\$ 1,275.00	\$ 1,275.00
25	STEEL ENCASEMENT 8" PIPE	160	LF.	\$ 130.00	\$ 20,800.00	\$ 159.55	\$ 25,528.00	\$ 130.00	\$ 20,800.00	\$ 260.00	\$ 41,600.00	\$ 64,000.00	\$ 64,000.00
26	STEEL ENCASEMENT 12" PIPE	160	LF.	\$ 145.00	\$ 23,200.00	\$ 243.24	\$ 38,918.40	\$ 160.00	\$ 25,600.00	\$ 280.00	\$ 44,800.00		\$ 44,800.00
27	6" PVC SHORT SEWER SERVICE CONNECTION	20	EA.	\$ 3,200.00	\$ 64,000.00	\$ 1,451.31	\$ 29,026.20	\$ 1,425.00	\$ 28,500.00	\$ 900.00	\$ 18,000.00		\$ 18,000.00
28	6" PVC LONG SEWER SERVICE CONNECTION	20	EA.	\$ 3,950.00	\$ 79,000.00	\$ 1,821.94	\$ 36,438.80	\$ 1,950.00	\$ 39,000.00	\$ 1,400.00	\$ 28,000.00	\$ 34,000.00	\$ 34,000.00
29	CONCRETE SEAL FOR EX. SANITARY SEWER	240	LF.	\$ 25.00	\$ 6,000.00	\$ 52.36	\$ 12,566.40	\$ 50.00	\$ 12,000.00	\$ 148.14	\$ 35,553.60	\$ 32,000.00	\$ 32,000.00
30	2" ASPHALT PVMNT. REMOVAL & DISPOSAL	4,400	S.Y.	\$ 6.00	\$ 26,400.00	\$ 9.19	\$ 40,436.00	\$ 4.00	\$ 17,600.00	\$ 13.50	\$ 59,400.00	\$ 52,800.00	\$ 52,800.00
31	12" THICK COMP. FLEXIBLE BASE	4,400	S.Y.	\$ 21.00	\$ 92,400.00	\$ 29.86	\$ 131,384.00	\$ 34.00	\$ 149,600.00	\$ 17.00	\$ 74,800.00	\$ 52,800.00	\$ 52,800.00
32	2" THICK ASPHALT	4,400	S.Y.	\$ 25.25	\$ 111,100.00	\$ 33.55	\$ 147,620.00	\$ 20.50	\$ 90,200.00	\$ 34.00	\$ 149,600.00	\$ 79,200.00	\$ 79,200.00
33	CONC. DRIVEWAY/CONC. SIDEWALK REMOVAL & DISPOSAL	1,000	S.Y.	\$ 10.50	\$ 10,500.00	\$ 13.79	\$ 13,790.00	\$ 12.00	\$ 12,000.00	\$ 54.00	\$ 54,000.00	\$ 10,000.00	\$ 10,000.00
34	CURB AND GUTTER REPLACEMENT	600	S.Y.	\$ 16.00	\$ 9,600.00	\$ 31.67	\$ 19,002.00	\$ 24.00	\$ 14,400.00	\$ 25.00	\$ 15,000.00	\$ 9,000.00	\$ 9,000.00
35	6" THICK REINFORCED CONC. DRIVEWAY	500	S.Y.	\$ 68.00	\$ 34,000.00	\$ 203.58	\$ 101,790.00	\$ 48.50	\$ 24,250.00	\$ 135.00	\$ 67,500.00	\$ 20,000.00	\$ 20,000.00
36	4" THICK REINFORCED SIDEWALK	500	S.Y.	\$ 58.00	\$ 29,000.00	\$ 132.33	\$ 66,165.00	\$ 46.50	\$ 23,250.00	\$ 72.00	\$ 36,000.00	\$ 14,000.00	\$ 14,000.00
37	TRAFFIC CONTROL AND REGULATION	1	L.S.	\$ 22,500.00	\$ 22,500.00	\$ 106,315.87	\$ 106,315.87	\$ 75,000.00	\$ 75,000.00	\$ 62,000.00	\$ 62,000.00	\$ 20,000.00	\$ 20,000.00
38	INLET PROTECTION	8	EA.	\$ 450.00	\$ 3,600.00	\$ 723.85	\$ 5,790.80	\$ 1,050.00	\$ 8,400.00	\$ 1,500.00	\$ 12,000.00	\$ 5,600.00	\$ 5,600.00
39	SHEETING AND BRACING	6550	LF.	\$ 3.00	\$ 19,650.00	\$ 13.92	\$ 91,176.00	\$ 5.00	\$ 32,750.00	\$ 10.00	\$ 65,500.00	\$ 15,000.00	\$ 15,000.00
40	MOBILIZATION	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 50,000.00	\$ 50,000.00	\$ 39,000.00	\$ 39,000.00	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00
41	Debris Removal and Disposal	100	C.Y.	\$ 120.00	\$ 12,000.00	\$ 124.09	\$ 12,409.00	\$ 25.00	\$ 2,500.00	\$ 100.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
42	CONTINGENCY ALLOWANCE	1	L.S.	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 150,000.00	\$ 150,000.00
	Total Base Bid				\$2,203,590.00		\$2,007,920.86		\$2,379,255.00		\$2,064,673.60	\$ 1,823,175.00	\$ 1,975,975.00

DEDUCT ALTERNATIVE											
Description		Unit	Unit	GO Underground LLC		Altus Construction, LLC		SAL Construction Mgmt		M.D. Merrett Inc.	
		Quantity		UNIT BID	AMOUNT BID	UNIT BID	AMOUNT BID	UNIT BID	AMOUNT BID	UNIT BID	AMOUNT BID
17	3/4", 1", 1-1/2", 2" WATERLINE SERVICE (HORIZONTAL DRILLING)	2,000	LF.	\$ 90.00	\$ 180,000.00	\$ 33.93	\$ 67,860.00	\$ 85.00	\$ 170,000.00	\$ 36.00	\$ 72,000.00
18	3/4", 1", 1-1/2", 2" WATERLINE SERVICE (OPEN CUT TRENCH)	100	EA.	\$ 850.00	\$ 85,000.00	\$ 987.59	\$ 98,759.00	\$ 725.00	\$ 72,500.00	\$ 1,200.00	\$ 120,000.00
TOTAL DEDUCT ALTERNATIVE					\$265,000.00		\$166,619.00		\$242,500.00		\$192,000.00
ADD ALTERNATIVE											
Description		Unit	Unit	GO Underground LLC		Altus Construction, LLC		SAL Construction Mgmt		M.D. Merrett Inc.	
		Quantity		UNIT BID	AMOUNT BID	UNIT BID	AMOUNT BID	UNIT BID	AMOUNT BID	UNIT BID	AMOUNT BID
1	WATERLINE SADDLE AND CORPORATE STOP	100	EA.	\$ 850.00	\$ 85,000.00	\$ 215.06	\$ 21,506.00	\$ 1,700.00	\$ 170,000.00	\$180.00	\$18,000.00
TOTAL ADD ALTERNATIVE					\$85,000.00		\$21,506.00		\$170,000.00		\$18,000.00



UTILITIES DEPARTMENT
Engineering Division
3/30/2017

Water Lines Replacement Project for Lane Street from Stone Avenue to Smith Ave



NAME	Company Name	Phone	Email
Marica Bevera	HD Mervett Inc	956 7449114	monab73@gmail.com
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JUJO HERNANDEZ	ALCE CO LLC	(956)620-9929	alce.construction@yahoo.com
Edgar De Anda	City of Laredo	(956)645-4750	edeanda@ci.laredo.tx.us
Carlos V. Mejia	Mejia Eng. Co	956-725-5057	carvaj@mejiaengineering.com



3/30/2017

Water Lines Replacement Project for Lane Street from Stone Avenue to Smith Ave

[illegible]

City Council-Regular**Meeting Date:** 06/05/2017**Initiated By:** Robert Eads, Assistant City Manager**Staff Source:** Riazul I. Mia, P.E., CFM, Utilities Director**SUBJECT**

Authorizing City Manager to execute the construction contract to the lowest bidder J.S. Haren Company, from Athens, Tennessee, in the amount of \$1,340,000.00, for the Unitec Wastewater Treatment Plant Improvement. Construction time is one hundred and eighty (180) working days for final completion. Funding is available in the 2011 Sewer Revenue Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Bids for the Unitec Wastewater Treatment Plant Improvement were received in Laredo, Texas on April 27, 2017 and were opened on April 28, 2017. The bid results were as follows:

Bidders	Altus Construction, LLC.	Azar Services, LLC.	Pepper Lawson Waterworks, LLC	J.S. Haren Company
Base Bid	\$1,822,251.36	\$1,437,120.00	\$2,179,500.00	\$1,242,000.00
Add Alternate #1	\$88,871.18	\$8,350.00	\$33,000.00	\$53,000.00
Add Alternate #2	\$54,675.00	\$43,600.00	\$33,500.00	\$45,000.00
Base Bid + Add Alts. 1 & 2	\$1,965,797.54	\$1,489,070.00	\$2,246,000.00	\$1,340,000.0

Figures are not itemized in this table.

The Additive Alternate No.1 is to install a 12" pipeline and manhole for the event that the existing pipeline cannot serve due to subsurface site conditions. The Additive Alternate No.2 is to include Variable Frequency Drives (VFDs) and inverter rated motors for the proposed air blowers system to facilitate operational flexibility for process control and energy savings. The Base Bid with addition of Additive Alternates 1 & 2 presents the best value option for this project. Staff recommends to award the contract to J.S. Haren Company per base bid with added alternates 1 & 2, to an amount of \$1,340,000.00.

COMMITTEE RECOMMENDATION

Finance and Operation Committee

STAFF RECOMMENDATION

To approve this motion

Fiscal Impact

Fiscal Year: 2017
Budgeted Y/N?: Y
Source of Funds: 2011 Sewer Revenue Bond
Account #: 559-4285-538-0396
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is available in the 2011 Sewer Revenue Bond Account No.
559-4285-538-0396

Attachments

Engineer's Recommendation Letter and Tabulation
Pre-bid Meeting Signing Sheet
Pre-bid Meeting #2 Signing Sheet



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May 15, 2017

Mr. Riazul I Mia, P.E., C.F.M.
Utilities Director
City of Laredo
5816 Daugherty Ave.
Laredo, TX 78041



Re: City of Laredo, Unitec Wastewater Treatment Plant Improvements
TCEQ Permit No. WQ0010681-005
Construction Contract Award Recommendation

Dear Mr. Mia:

On Friday, April 28, 2017, four bids were received and opened for the above referenced project. All four bidders have successfully submitted the required documents and confirm their competence to perform the work. The bids are summarized below:

Description	Contractors			
	Altus	Azar	Pepper Lawson	J.S. Haren
Base Bid	\$ 1,822,251.36	\$ 1,437,120.00	\$ 2,179,500.00	\$ 1,242,000.00
Additive Alternate No. 1	\$ 88,871.18	\$ 8,350.00	\$ 33,000.00	\$ 53,000.00
Additive Alternate No. 2	\$ 54,675.00	\$ 43,600.00	\$ 33,500.00	\$ 45,000.00
Base Bid + Add. Alts. 1&2	\$ 1,965,797.54	\$ 1,489,070.00	\$ 2,246,000.00	\$ 1,340,000.00

Base Bid:

Construction of a proposed chlorine contact chamber and associated piping; a proposed RAS pump pad, pumps, pipes and controls; a proposed blower pad, blowers, controls and air lines; proposed new electrical service, motor control panel rack, foundation pad, and associated equipment wiring, proposed electrical service and equipment pad, and area lighting; proposed various site piping; all civil site work and grading including proposed access roads associated with proposed construction and miscellaneous required improvements and changes to the existing plant.

Additive Alternate No. 1: Install 12" pipeline and manhole for the eventuality that the existing pipeline cannot serve due to subsurface site conditions. This alternative may not be necessary. It should be awarded, but if not needed, the money will not be spent.

Additive Alternate No. 2: Include Variable Frequency Drives (VFDs) and inverter rated motors for the proposed air blower system to facilitate operational flexibility for process control and energy savings.



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Attached to this letter is the Unitec Bids Detailed Tabulation that includes more complete descriptions of each segment of the project and the pricing of each provided by each of the four contractors as well as the LNV Preliminary Opinion of Probable Cost.

The apparent low bidder based on the Total Base Bid as well as including the two Additive Alternates is J. S. Heran in the total amount of \$1,340,000.00. LNV has made telephone calls to several employees of the City of Corpus Christi, Texas, that have been or are currently involved with four separate Corpus Christi projects with J. S. Heran, as well as the engineers familiar with those projects. In each case, these persons found the performance of J. S. Heran to be satisfactory. LNV also contacted employees and engineers involved with J. S. Heran projects in Del Rio, Texas, and Seguin, Texas, and Big Lake, Texas. Each contact, with the exception of an inspector with the City of Del Rio, confirmed satisfactory performance.

LNV is not responsible for the Contractor's performance. LNV has done due diligence to confirm J.S. Heran resume and past performance and has no reason to believe that J.S. Heran will not successfully complete this project.

Based on the information submitted by the four bidders, on LNV's inquiries regarding J. S. Heran, and upon evaluating the funding and priority for the need of the project, LNV recommends that the City of Laredo award the following to J.S. Heran:

- Base Bid in the amount of \$1,242,000
- Additive Alternate No. 1 in the amount of \$53,000
- Additive Alternate No. 2 in the amount of \$45,000

If you have any questions or need additional information, please contact me at (361) 883-1984.

Sincerely,
LNV, Inc.
TBPE Firm No. F-366

A handwritten signature in blue ink, reading 'Dan S. Leyendecker, P.E.'.

Dan S. Leyendecker, P.E.
Project Manager
LNV Engineering, Inc.

Enclosure

DSL/rwe



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**CITY OF LAREDO
UTILITIES DEPARTMENT
DETAIL BID SCHEDULE COMPARISON**

**PROJECT: Unitec Wastewater Treatment Plant Improvements
BASE BID**

Item No.	Description of Item	LVN-POPC	Altus	Azar	Pepper Lawson	J.S. Haren
			#1	#2	#3	#4
1	Mobilization, Bonds, Storm Water Pollution Prevention Plan (SWPPP) and Compliance with National Pollutant Discharge Elimination System (NPDES) Permit; complete, in place, ready to use for the lump sum of:	\$70,000.00	\$71,437.29	\$91,000.00	\$50,000.00	\$55,000.00
2	Miscellaneous site civil work including clearing, grubbing, demolition, disposal; installation of 6" thick crushed concrete or limestone base plant access roads; remove and replace approximately 72 square feet (SF) of sidewalk at both ends of the existing chlorine contact chamber, install approximately 60 LF of 12" PVC pipe bypass around the existing chlorine contact chamber with valves, tees, and tie-into existing 12" line; demolition of existing drying beds and lift station and backfill to original contours; complete, in place, ready to use for the lump sum of:	\$107,000.00	\$137,063.02	\$126,770.00	\$480,000.00	\$45,000.00



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Item No.	Description of Item	LNV-POPC	Altus	Azar	Pepper Lawson	J.S. Haren
3	Trench Excavation and Safety Protection per OSHA and State Regulations including all ties into existing pipelines; complete, in place, ready to use for the lump sum of:	\$25,000.00	\$89,444.25	\$23,100.00	\$5,000.00	\$500.00
4	Subsurface Utility Excavation (SUE) by hydro-excavation and site investigation of existing conditions including report; complete, in place, ready to use for the lump sum of:	\$8,000.00	\$44,496.00	\$25,000.00	\$39,000.00	\$1000.00
5	Tie into existing 6" RAS line near clarifier, including excavation, installation of 6' diameter FRP manhole, trench safety, 2 ea. 6" eccentric plug valves, fittings, 6" cleanout; remove and replace approximately 15 LF of retaining wall and 75 SF of sidewalk; all work complete, in place, ready to use for the lump sum of:	\$35,000.00	\$51,262.77	\$58,700.00	\$65,000.00	\$48,000.00
6	Approximately 175 linear feet of 6" SDR 26 PVC RAS suction pipeline, 4 ea. long sweep elbows, 2 ea. 6" eccentric plug valves below grade at RAS pump station, including suction header, valve boxes with concrete collars, risers, fittings to RAS pumps; all work complete, in place, ready to use, for the lump sum of:	\$42,000.00	\$60,695.28	\$34,500.00	\$90,000.00	\$12,000.00



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Item No.	Description of Item	LNV-POPC	Altus	Azar	Pepper Lawson	J.S. Haren
7	New RAS Pump Station including concrete pad foundation, subgrade preparation, all electrical controls, VFDs, starters, 6 ea. 4" eccentric plug valves, DI discharge header, fittings, painting and 2 ea. 3-HP pump assemblies; all work complete, in-place, ready to use for the lump sum of:	\$121,000.00	\$151,747.88	\$124,700.00	\$145,000.00	\$80,000.00
8	Approximately 140 linear feet of 4" RAS discharge line, SDR 26 PVC below ground pipeline, 2 ea. 4" eccentric plug valves, two Class 52 DI risers above ground, approximately 20 LF of DI pipe & fittings to discharge into the aeration basin and digester with hot dipped galvanized pipe supports and stainless steel drill-in anchors; approximately 340 linear feet of 2" Sch 80 PVC non-potable water line tie-in at plant water station with 2" ball valve including concrete removal and replacement, and at new chlorine contact chamber place three hose stations with hose racks and hose bibs; approximately 235 linear feet of 1-1/2" Sch 80 chlorine feed line, tie-into existing chlorine feed station with ball valve; all work complete and ready to use for the lump sum of:	\$93,000.00	\$92,720.39	\$69,500.00	\$50,000.00	\$30,000.00
9	New blower system including concrete pad foundation, subgrade preparation, 2 ea. 60 HP blowers, all electrical, controls, soft starter, 4 ea. butterfly valves, 2 ea. check valves,	\$307,000.00	\$306,874.43	\$229,400.00	\$370,500.00	\$255,000.00



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Item No.	Description of Item	LNV-POPC	Altus	Azar	Pepper Lawson	J.S. Haren
	fittings, with 316 stainless steel discharge header piping with pressure gage; all work complete, in-place, ready to use for the lump sum of:					
10	Approximately 30 LF of 10" and 110 LF of 6" 316 SS Sch 10 welded air line, to connect blowers to aeration basin, including 3 ea. FCAs, fittings, welded flange tie-ins to existing header; all work complete, in place, ready to use for the lump sum of:	\$62,000.00	\$95,519.36	\$38,600.00	\$85,000.00	\$50,000.00
11	New concrete chlorine contact chamber including 3 ea. 4' diameter manholes with ring, cover, concrete collar, concrete junction box, 4 ea. gates, 2 ea. 6' drains, approximately 50 LF of 6" SDR 21 pipe, 3 ea. broad crested 361 SS weirs, one 316 SS V-notch weir, Hot Dip Galvanized (HDG) grating, handrails, tie-in to existing 12" HDPE existing outfall for approximately 50 L.F. 12" PVC inlet piping, approximately 35 LF of 15" interconnecting piping (5 pieces), approximately 30 L.F. 15" PVC effluent discharge piping, tie-in to existing 12" HDPE existing outfall, 15" stub out, and fittings, approximately 280 SF new 4" concrete flatwork at new chlorine contact chamber and three hose bib stations, 2 sets of concrete steps; all work complete, in place, ready to use for the lump sum of:	\$329,000.00	\$440,765.69	\$239,850.00	\$450,000.00	\$280,500.00



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Item No.	Description of Item	LNV-POPC	Altus	Azar	Pepper Lawson	J.S. Haren
12	New electrical Primary service to be coordinated with the Utility provider with all required utility fees paid by contractor, pad for generator (generator not in contract) and service entrance equipment with metering, spare feed conduit, automatic transfer switch, distribution disconnects, wire, pull boxes, with all required appurtenances, two area lights at chlorine contact chamber with weather-proof GFI receptacles and spare conduit for future flow meter, conduit, equipment pad and rack- mounted motor control panels, grounding systems, all conduit and conductors to motors and controls, two area lights at the proposed blower/RAS pump pad, weatherproof GFI receptacles, demolition of specific existing blowers and other electrical equipment as indicated in the construction documents; all work complete, in place, ready to use for the lump sum of:	\$390,000.00	\$180,225.00	\$276,000.00	\$250,000.00	\$285,000.00
13	Utility Allowance. This allowance is to be used at the Owner's discretion for unanticipated adjustment of a utility or unknown structure, which warrants the use of the Allowance. Should use of the Allowance become necessary, the Owner will provide written authorization at a cost negotiated between the Owner and the Contractor and based on the contractor's actual cost.	100,000.00	\$100,000	\$100,000.00	\$100,000.00	\$100,000.00



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Item No.	Description of Item	LNV-POPC	Altus	Azar	Pepper Lawson	J.S. Haren
	No work is to be performed under this Item without written authorization from the Owner. Work performed without written authorization will not be paid. There is no guarantee that any of these funds will be used. If approved, an authorization shall be measured by complete and functioning adjustment of utilities or other unanticipated work. Payment shall be made for work complete, in place, and ready to use.					
	TOTAL BASE BID AMOUNT (Bid Items No. 1-13)	\$1,689,000.00	\$1,822,251.36	\$1,437,120.00	\$2,179,500.00	\$1,242,000.00

Alternate Bid Items

Alt# 1	<p>Alternate Bid Item #1:</p> <p>Delete: Part of base bid item #11 consisting of the proposed 50 L.F. inlet tie-in 12" PVC SDR 26 shown on plans, sheet C-6;</p> <p>Add: Approximately 187 linear feet of 12" PVC gravity line, including tie-into 12" HDPE outfall line near existing chlorine basin with 4' diameter FRP manhole including ring, cover with concrete collar, line to extend to the new chlorine contact chamber manhole as shown in section</p>	\$32,400.00	\$88,871.18	\$8,350.00	\$33,000.00	\$53,000.00
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Item No.	Description of Item	LNV-POPC	Altus	Azar	Pepper Lawson	J.S. Haren
	"A" on sheet C7; all work complete, in place, ready to use for the lump sum of:					
Alt# 2	Alternate Bid Item #2: (Variable Frequency Drives (VFDs) and inverter rated blower motors.) Delete: SECTION 40 00 00 (L) POSITIVE DISPLACEMENT BLOWERS PART 2, PRODUCTS, Section 6, CONTROL PANEL, Soft Starters, Items B and C. Add: Item D, VFDs, controls and inverter rated motors; all work complete, in place, ready to use for the lump sum of:	\$15,000.00	\$54,675.00	\$43,600.00	\$33,500.00	\$45,000.00
	TOTAL ALTERNATES BID AMOUNT (Bid Alt #1 & 2)	\$47,400.00	\$143,546.18	\$51,950.00	\$66,500.00	\$98,000.00
	Sum of Base Bid and Alternate Bids	\$1,7636,400	\$1,965,797.54	\$1,489,070.00	\$2,246,000.00	\$1,340,000.00



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Excel sheet verifies math.

POPC	Altus	Azar	Pepper Lawson	J.S. Haren
\$ 70,000.00	\$ 71,437.29	\$ 91,000.00	\$ 50,000.00	\$ 55,000.00
\$ 107,000.00	\$ 137,063.02	\$ 126,770.00	\$ 480,000.00	\$ 45,000.00
\$ 25,000.00	\$ 89,444.25	\$ 23,100.00	\$ 5,000.00	\$ 500.00
\$ 8,000.00	\$ 44,496.00	\$ 25,000.00	\$ 39,000.00	\$ 1,000.00
\$ 35,000.00	\$ 51,262.77	\$ 58,700.00	\$ 65,000.00	\$ 48,000.00
\$ 42,000.00	\$ 60,695.28	\$ 34,500.00	\$ 90,000.00	\$ 12,000.00
\$ 121,000.00	\$ 151,747.88	\$ 124,700.00	\$ 145,000.00	\$ 80,000.00
\$ 93,000.00	\$ 92,720.39	\$ 69,500.00	\$ 50,000.00	\$ 30,000.00
\$ 307,000.00	\$ 306,874.43	\$ 229,400.00	\$ 370,500.00	\$ 255,000.00
\$ 62,000.00	\$ 95,519.36	\$ 38,600.00	\$ 85,000.00	\$ 50,000.00
\$ 329,000.00	\$ 440,765.69	\$ 239,850.00	\$ 450,000.00	\$ 280,500.00
\$ 390,000.00	\$ 180,225.00	\$ 276,000.00	\$ 250,000.00	\$ 285,000.00
\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
\$ 1,689,000.00	\$ 1,822,251.36	\$ 1,437,120.00	\$ 2,179,500.00	\$ 1,242,000.00
\$ 32,400.00	\$ 88,871.18	\$ 8,350.00	\$ 33,000.00	\$ 53,000.00
\$ 15,000.00	\$ 54,675.00	\$ 43,600.00	\$ 33,500.00	\$ 45,000.00
\$ 47,400.00	\$ 143,546.18	\$ 51,950.00	\$ 66,500.00	\$ 98,000.00
\$ 1,736,400.00	\$ 1,965,797.54	\$ 1,489,070.00	\$ 2,246,000.00	\$ 1,340,000.00



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Mandatory Pre-Bid Meeting Unitec WWTP Improvements

Wednesday, March 22, 2017
10:00 AM

City of Laredo Utilities Department
5816 Daugherty
Laredo, Texas 78041

SIGN IN SHEET

NAME	REPRESENTING	PHONE # AND EMAIL ADDRESS
ENRIQUE VALDEZ	LNV	956.462-5511 evldez@lnvinc.com
Dan Leyendecker	LNV	361.8831984 DanL@LNvinc.com
Jorge A. Vera	Altus	956-744-8372 JVERA@ALTUS.Construction
Michael Rodgers	COL Utilities	956-721-2000 mrodgers@ci.laredo.tx.us
Jose E. Chavarria	Col. Utilities	956-721-2022 jchavarria@ci.laredo.tx.us
Blazquez MIA	Col. Utilities	956-721-2400 ymire@ci.laredo.tx.us
Joyce Morales	J.S. Haren	403 745 5000 bidding@jsharen.com
Jill Simpson	ACP	(210) 831-5771 Jill@acpartners.org
Mike Wolkert	Mobive-Cere	210-998-9056 ANOHLFAHRT@US-CONCRETE.COM
Dalt Ramos	Azer Services	956.266.4439 DEMOS@AZER.STX.RA.COM
Mike Morales	Mid-Beards Tech	956 744-1217 Mike@MB1Tx.com



Mandatory Pre-Bid Meeting Unitec WWTP Improvements

Wednesday, March 22, 2017

10:00 AM

**City of Laredo Utilities Department
5816 Daugherty
Laredo, Texas 78041**

SIGN IN SHEET

[illegible]



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EV

Mandatory Pre-Bid Meeting **Unitec WWTP Improvements**

Wednesday, April 19, 2017
10:00 AM

City of Laredo Utilities Department
5816 Daugherty
Laredo, Texas 78041

SIGN IN SHEET

NAME	REPRESENTING	PHONE # AND EMAIL ADDRESS
Mike Merrett	M.D. Merrett	480-5750915 / M.D. Merrett Inc.
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Mike Rodgers	C.O.L. Utilities	956-721-2000 / mrogers@ci.laredo.tx.us
JD VINES	PLW	817-470-7299 / jvines@pepperlawson.com
RIA ZUL MIA	COL - Utilities	956-721-2000 / mia@ci.laredo.tx.us
William Lim	COL - Utilities	956-721-2000 / SLIM@ci.laredo.tx.us
Edgar De Anda	COL - Utilities	956-645-4750 / edeanda@ci.laredo.tx.us
JENNIFER VADEZ	LNV	evaldez@lnvinc.com 956-462-5511
José Chavarria	COL - Utilities	956-516-8588 / schavarria@ci.laredo.tx.us
Gloria Perez Sacavedra	COL - Utilities	956-721-2000 / gsacavedra@ci.laredo.tx.us
JD VINES	PEPPER LAWSON	713-521-0174 / JAVIER@AKSBIDS@pepperlawson.com

Lower Case

Jtrejo@lnvinc.com
reuson@lnvinc.com

Conferenced - Jose Trejo
Richard Eason

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Robert Eads, Assistant City Manager

Staff Source: Riazul I. Mia, P.E., C.F.M. Utilities Director

SUBJECT

Accepting the Galveston Street Waterline Replacement project and authorizing final change order # 3, in the amount of \$100,000.00 and releasing the final payment in the amount of \$206,382.39 which includes retainage in the amount of \$106,382.39, to ALTUS Construction, LLC, Laredo, Texas. The final contract amount is \$2,227,647.75 and the contract time is two hundred twelve (212) working days. The change order is due to the final quantities of horizontal drilling, rock clause, extra work for a existing waterline break and service installation. Funding is available in the 2015 Waterworks Revenue Bond.

PREVIOUS COUNCIL ACTION

The contract was awarded to ALTUS construction in January 19, 2016 in the amount of \$2,127,647.75. Change Order #1 a decrease of \$4019.24 was signed on July 21, 2016 and change order # 2 was signed on October 12, 2016 to increase the contract time by additional 50 days.

BACKGROUND

The contract was awarded to ALTUS construction in January 19, 2016 in the amount of \$2,127,647.75. Change Order #1 a decrease of \$4019.24 was signed on July 21, 2016 and change order # 2 was signed on October 12, 2016 to increase the contract time by additional 50 days.

The completed project includes 5615 LF of 8" PVC pipe, 420 LF of 12" PVC pipe and 1620 LF of 16" PVC pipe, 131 single water service and 3 dual service connections, 23 new fire Hydrant and paved street from Cedar to Milmo street.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of motion

Fiscal Impact

Fiscal Year:

2016

Budgeted Y/N?: Y
Source of Funds: 2015 Waterworks Revenue B
Account #: 557-4197-538-0359
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the 2015 Water Revenue Bond.

Attachments

Change-order-2

Change-Order-1

Change-Order-3

Warranty

Construction Change Order

Project: City of Laredo - Galveston Street Waterline Replacement

Contractor: ALTUS Construction LLC
Hector Salgado
1019 Mier Street
Laredo, Texas 78040

C. O. No.: 2

Date: October 4, 2016

You are hereby requested to comply with the following changes from the contract plans and specifications. This document shall become an Amendment to the contract and all provisions of the contract shall apply hereto.

Item #	Description	Estimated Quantity	Unit	Unit Price	Decrease in Contract Price	Increase in Contract Price
Deduct:						
1	Mobilization and Bonding	0.46	LS	\$ (199,862.38)	\$ (91,936.69)	
10	Ductile Iron Mechanical Joint Fittings	5.20	TON	\$ (1,998.62)	\$ (10,392.82)	
13	12" Tie in	1.00	EA	\$ (3,164.48)	\$ (3,164.48)	
15	14" Tie in	1.00	EA	\$ (3,331.03)	\$ (3,331.03)	
18	14" Butterfly Valves	1.00	EA	\$ (2,664.83)	\$ (2,664.83)	
20	12" Gate Valves w/ Concrete Collar	3.00	EA	\$ (2,081.89)	\$ (6,245.67)	
23	16" Steel Casing	20.00	LF	\$ (124.91)	\$ (2,498.20)	
26	Flowable Backfill Allowance	8.00	CY	\$ (74.94)	\$ (599.52)	
27	Rock Clause	318.08	LF	\$ (166.55)	\$ (52,976.22)	
29	Concrete Encasement	20.00	LF	\$ (199.86)	\$ (3,997.20)	
Add:						
8	8" Gate Valves w/ Concrete Collar	1.00	EA	\$ 1,665.51		\$ 1,665.51
11	8" Tie in	2.00	EA	\$ 2,165.17		\$ 4,330.34
12	6" Tie in	2.00	EA	\$ 2,498.27		\$ 4,996.54
16	16" C-905 DR 18 PVC Water Main (Restrained)	1.00	LF	\$ 86.60		\$ 86.60
17	16" Butterfly Valves	1.00	EA	\$ 2,997.93		\$ 2,997.93
21	Single Water Service (3/4")	8.00	EA	\$ 1,832.07		\$ 14,656.56
22	Dual Water Service (1")	3.00	EA	\$ 1,978.60		\$ 5,935.80
24	Trench Excavation Protection	41.00	LF	\$ 23.31		\$ 955.71
28	Horizontal Directional Drilling	1,000.07	LF	\$ 126.90		\$ 126,908.45
32	2" Water Service	7	EA	\$ 2,181.89		\$ 15,273.23
					Total Decrease	Total Increase
					\$ (177,806.67)	\$ 177,806.67
					Net Increase	\$(0.00)

JUSTIFICATION:

Balancing of material quantities necessary to support current construction procedures to minimize disruption to existing customers along project route. Addition of 50 working days to contract time for Field Change #1 - Construction Plan update, review, and approval and approved rain days in May and June.

Contract Price Including Previous Change Orders:	\$2,127,647.75	Contract Time Including Previous Change Orders:	150 Working Days
Net Increase Resulting from this Change Order:	\$(0.00)	Net Increase Resulting from this Change Order:	50 Days
Current Contract Price Including this Change Order:	\$2,127,647.75	Current Contract Time Including this Change Order:	200 Working Days

Recommended By:

Accepted By:

Edward D. Garza, P.E., CFM
Crane Engineering Corp.

Date: 10/4/16

Jorge Vera
ALTUS Construction LLC

Date: 10/4/16

Approved By:

Approved By:

Riazul Mia, P.E., CFM
Utilities Director

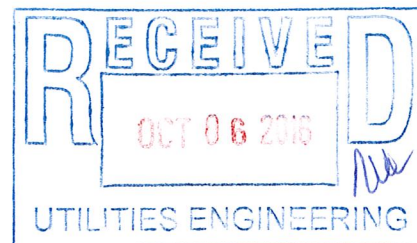
Date: 10/7/16

Date: 11/22/16

Accepted By:

Jesus Olivares
City Manager

Date: 10/12/16





CITY OF LAREDO

ENGINEERING DEPARTMENT

7-22-16
E-mailed +
mailed on 7/22/16
FILE

July 22, 2016

TRANSMITTAL LETTER

PROJECT: Galveston Street Waterline Replacement

**To: ALTUS Construction, LLC.
1019 Mier Street
Laredo, Texas 78040
E-Mail: hsalgado@altus.construction**

WE TRANSMIT:

☒ (x) herewith ☐ () under separate cover

FOR YOUR:


☒ (x) information and action

THE FOLLOWING:

☐ () City Council Excerpt

COPIES	DATE	DESCRIPTION
1	07/22/16	Approved change order no. 1 a decrease of \$4,019.24. You may therefore proceed with the work per change order no. 1 (copy attached).

Note: Should you have any questions, please call. Thank you.


Rogelio Rivera, P.E.,
City Engineer

Xc: One copy to Gabriel Martinez, P.E., Asst. City Engineer
One copy to Crane Engineering Corporation
One copy to Jose Magana, Finance Dept.
One copy to Riazul I. Mia, P.E., Utilities Director
One copy to City Secretary's Office
One original to the Engineering Dept. Files
One copy to Rogelio F. Maldonado, Sr. Construction Inspector

Construction Change Order



Project City of Laredo - Galveston Street Waterline Replacement
 Contractor ALTUS Construction LLC
 Hector Salgado
 1019 Mier Street
 Laredo, Texas 78040

C. O. No. 1
 Date June 23, 2016

You are hereby requested to comply with the following changes from the contract plans and specifications. This document shall become an Amendment to the contract and all provisions of the contract shall apply hereto.

Item #	Description	Estimated Quantity	Unit	Unit Price	Decrease in Contract Price	Increase in Contract Price
Deduct:						
7	8" C-900 DR 14 PVC Water Main (Restrained W/Stainless Steel Bolts Nuts, and Rod)	2.265	LF	\$ (46.63)	\$ (105,616.95)	
Add:						
31 (New)	8" C-900 DR 14 PVC Water Main	2.265	LF	\$ 40.62		\$ 92,004.30
32 (New)	2" Water Service	4	EA	\$ 2,181.89		\$ 8,727.56
33 (New)	Brass Fittings for Air Release Valves	1	LS	\$ 865.85		\$ 865.85
					Total Decrease	Total Increase
					\$ (105,616.95)	\$ 101,597.71
					Net Decrease	\$ (4,019.24)

JUSTIFICATION:

1) City of Laredo has requested a reevaluation of joint restraint design and pipe backfill material after discussion at pre-construction conference. 2) Existing 2" water services identified with new 2" service to be installed replacing existing.

Contract Price Including Previous Change Orders	\$2,131,656.99	Contract Time Including Previous Change Orders	150 Working Days
Net Decrease Resulting from this Change Order	\$ (4,019.24)	Net Increase Resulting from this Change Order	0 Days
Current Contract Price Including this Change Order	\$2,127,647.75	Current Contract Time Including this Change Order	150 Working Days

Recommended By

Edward D. Garza, P.E., CFM
 Crane Engineering Corp.

Date 6/23/16

Accepted By

Hector Salgado
 ALTUS Construction LLC

Date 6/23/2016

Approved By

Razul Mia, P.E., CFM
 Utilities Director

Date 7/19/16

Approved by:

Jesus M. Olivares,
 City Manager

7/21/16

ATTEST:

City Secretary

Date:

7/21/16

Funding is available in the 2015 Water Revenue Bond.
 Account No. 557-4197-538-0359.



Construction Change Order

Project: City of Laredo - Galveston Street Waterline Replacement

Contractor: ALTUS Construction LLC
Hector Salgado
1019 Mier Street
Laredo, Texas 78040

C. O. No.: 3 (Final)

Date: April 12, 2017

You are hereby requested to comply with the following changes from the contract plans and specifications. This document shall become an Amendment to the contract and all provisions of the contract shall apply hereto.

Item #	Description	Estimated Quantity	Unit	Unit Price	Decrease in Contract Price	Increase in Contract Price
Deduct:						
4A (New)	Remove/Reinstall Speed Humps	1.00	LS	\$ (16,655.20)	\$ (16,655.20)	
19	12" C-900 DR 14 PVC Water Main (Restrained W/Stainless Steel Bolts, Nuts, and Rod)	25.00	LF	\$ (63.28)	\$ (1,582.00)	
21	Single Water Service (3/4")	131.00	EA	\$ (1,832.07)	\$ (240,001.17)	
24	Trench Excavation Protection	300.00	LF	\$ (23.31)	\$ (6,993.00)	
36 (New)	Material On Hand Credit	1.00	LS	\$ (8,574.56)	\$ (8,574.56)	
Add:						
8	8" Gate Valves w/ Concrete Collar	3.00	EA	\$ 1,665.51		\$ 4,996.53
10	Ductile Iron Mechanical Joint Fittings	1.41	TON	\$ 1,998.62		\$ 2,818.05
12	6" Tie in	1.00	EA	\$ 2,498.27		\$ 2,498.27
22	Dual Water Service (1")	3.00	EA	\$ 1,978.60		\$ 5,935.80
26	Flowable Backfill	13.00	CY	\$ 74.94		\$ 974.22
28	Horizontal Directional Drilling	804.93	LF	\$ 126.90		\$ 102,145.62
32	2" Water Service	1	EA	\$ 2,181.89		\$ 2,181.89
34 (New)	New Fire Hydrant 8" Tie In	2	EA	\$ 1,665.51		\$ 3,331.02
35 (New)	Rock Clause - Debris	1	LS	\$ 75,000.00		\$ 75,000.00
37 (New)	Extra Work / Water Service	1	LS	\$ 120,000.00		\$ 120,000.00
38 (New)	Extra Work / Waterline Break	1	LS	\$ 53,924.53		\$ 53,924.53
					Total Decrease	Total Increase
					\$ (273,805.93)	\$ 373,805.93
					Net Increase	\$100,000.00

JUSTIFICATION:

Balancing of material quantities to reconcile actual placed items as confirmed by City. Item #4A to be deducted as per correspondence from Construction Status Meeting #6 during which Public Works director John Orfila directed contractor not to reinstall speed humps. Addition of August, September, November rain days to contract time.

Contract Price Including Previous Change Orders:	\$2,127,647.75	Contract Time Including Previous Change Orders:	200 Working Days
Net Increase Resulting from this Change Order:	\$100,000.00	Net Increase Resulting from this Change Order:	12 Days
Current Contract Price Including this Change Order:	\$2,227,647.75	Current Contract Time Including this Change Order:	212 Working Days

Recommended By:

Date: _____
Edward D. Garza, P.E., CFM
Crane Engineering Corp.

Accepted By:

Date: 5/08/2017
Hector Salgado
ALTUS Construction LLC

Approved By:

Date: _____
Riazul Mia, P.E., CFM
Utilities Director

Approved By:

Date: _____
Rogelio Rivera, P.E., RPLS
City Engineer

Accepted By:


Date: _____
Jesus Olivares
City Manager

**SECTION C-10
WARRANTY STATEMENT FORM****Project Information:****Galveston Street Waterline Replacement**Project Site 1: #700 - #2400 GALVESTON
Project Site 2: #2400 - #2800 GALVESTON
Project Site 3: #2800 - #3100 GALVESTON
Location: _____Cost: \$ 2,227,647.75Start Date: MARCH 21st, 2016

Contract/P.O. #: _____

Council Acceptance: JANUARY 19th, 2016Completion Date: JANUARY 17th, 2017**Contractor/Sub-Contractor/Vendor Information:**Name: ALTUS CONSTRUCTION, LLC7610 N. STEMMONS FWY STE 325
Address: DALLAS, TX 75247Contact #: 469-575-6090Email: hsalgado@altus.construction**Warranty Information:**Coverage Type (Detail): WORKMANSHIP AND MATERIALSRequired Maintenance (Detail): N/AManuals Received (if applicable): N/A Expiration Date: N/ACopies Provided To: N/A**Warranty Statement:**

We are the GENERAL contractor for the above indicated project.
We guarantee our workmanship, equipment, and materials to be free of defects for a
period of 1 YEAR from the completion date.

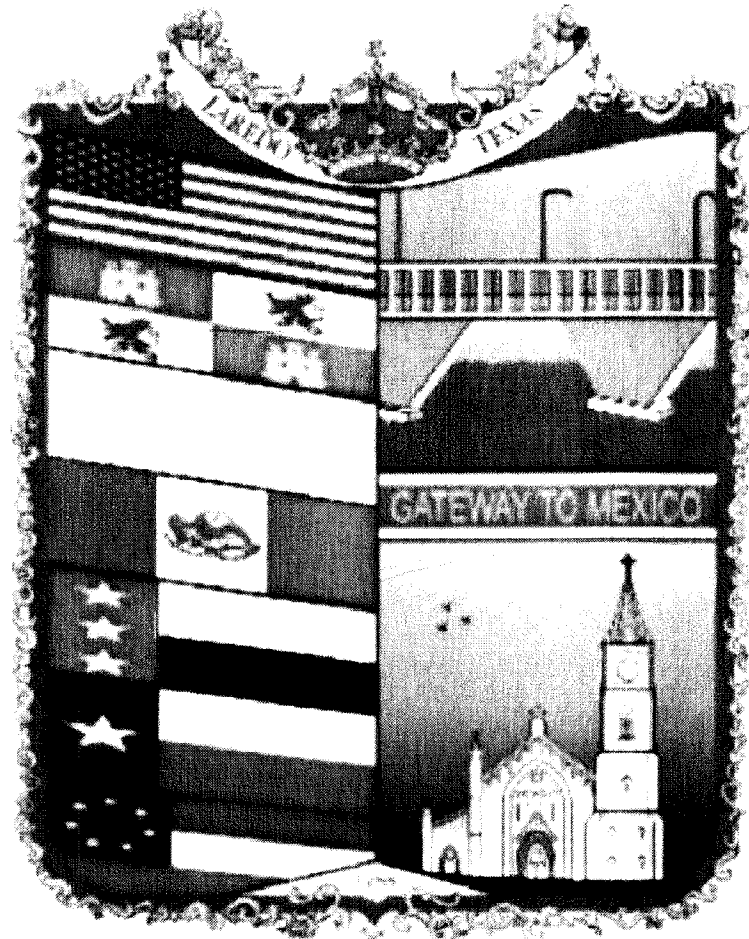
Signature: Date: JANUARY 19th, 2017**For Warranty Management Office Only:**

Entered into Warranty Tracker? _____ Entered by: _____

Date Entered: _____ Warrant Management Account # _____



CITY OF LAREDO
WATER LINE REPLACEMENT ALONG
GALVESTON STREET



- RUDY GONZALEZ, JR.

COUNCIL MEMBER
DISTRICT I
- ESTEBAN RANGEL

COUNCIL MEMBER
DISTRICT II
- ALEJANDRO "ALEX" PEREZ, JR.

COUNCIL MEMBER
DISTRICT III
- JUAN NARVAEZ

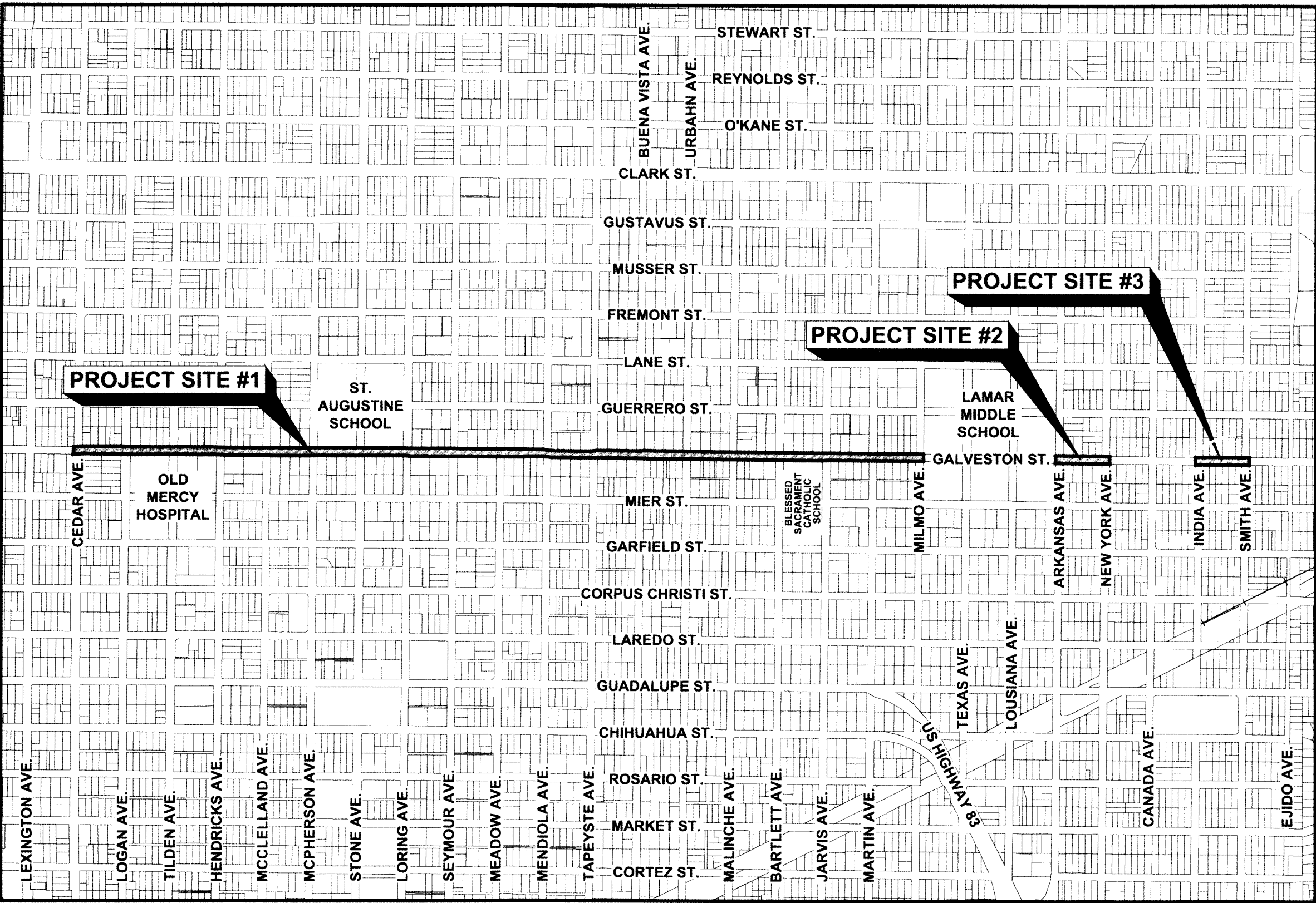
MAYOR PRO-TEM
DISTRICT IV
- ROQUE VELA, JR.

COUNCIL MEMBER
DISTRICT V
- CHARLIE SAN MIGUEL

COUNCIL MEMBER
DISTRICT VI
- GEORGE ALGELT, ESQ.

COUNCIL MEMBER
DISTRICT VII
- ROBERTO BALLI, ESQ.

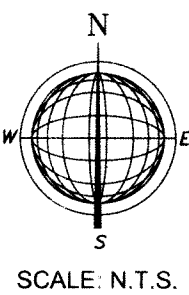
COUNCIL MEMBER
DISTRICT VIII



HONORABLE PETE SAENZ, ESQ.
MAYOR
CITY OF LAREDO

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GALVESTON STREET-HENDRICKS TO STONE	8
GALVESTON STREET-STONE TO MEADOW	9
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GENERAL NOTES



11x17 SHEETS ARE
NOT TO SCALE

No.	Revision/Issue	Date
-----	----------------	------

FIRM NAME AND ADDRESS
CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE
LAREDO, TX 79401
FIRM REGISTRATION NO. F-3353
SHEET # 956-712-2196



PROJECT NAME AND ADDRESS
Water Line Replacement along Galveston Street

Sheet Title
TITLE PAGE- LOCATION MAP & TABLE OF CONTENTS

Date 11/3/2015	Sheet 1
Scale As Noted	

APPROVED CITY OF LAREDO

JESUS OLIVARES, CITY MANAGER

11-6-15
DATE

RIAZUL MIA, P.E., CFM
UTILITIES DIRECTOR

11/6/15
DATE

ROGELIO RIVERA, P.E., R.P.L.S.
CITY ENGINEER

11/6/15
DATE

City Council-Regular**Meeting Date:** 06/05/2017**Initiated By:** Robert Eads, Assistant City Manager**Staff Source:** Riazul I. Mia, P.E., CFM, Utilities Director**SUBJECT**

Authorizing City Manager to execute the construction contract to the lowest bidder BioAir Solutions, LLC., Voorhess, New Jersey in the amount of \$88,250.00, for the McPherson Lift Station Project Utilities Department - Odor Control. Contract time is ninety (90) working days for final completion. Funding is available in the 2011 Sewer Revenue Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Bids for the McPherson Lift Station Utilities Department - Odor Control were received in Laredo, Texas on May 17, 2017 and were opened on May 18, 2017. The bid results were as follows:

Bidder	Zertuche Construction and Management Services, LLC	BioAir Solutions, LLC
Base Bid	\$126,000.00	\$88,250.00
Alternate	\$0	\$0
Bid Total	\$126,000.00	\$88,250.00

Figures are not itemized in this table.

Staff recommends to award the contract to lowest responsible bidder BioAir Solutions, LLC. per base bid, without any alternates, to an amount of \$88,250.00.

COMMITTEE RECOMMENDATION

Finance and Operations Committee

STAFF RECOMMENDATION

To approve this Motion

Fiscal Impact

Fiscal Year: 2017
Budgeted Y/N?: Y
Source of Funds: 2011 Sewer Revenue Bond
Account #: 559-4285-538-0363
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is available in the 2011 Sewer Revenue Bond Account No.
559-4285-538-0363

Attachments

Engineers Recommendation Letter
Bid Tabulation



CITY OF LAREDO
WATER UTILITIES
ENGINEERING DIVISION

5816 Daugherty
Laredo, Texas 78041

Tel. (956) 721-2000
Fax (956) 721-2001



MEMORANDUM

TO: Riazul I. Mia, P.E. – Director Utilities

FROM: Edgar E. De Anda, P.E. – Electrical Engineer II

DATE: May 22, 2017

SUBJECT: Bid Review and Recommendation for Award
- MCPHERSON LIFT STATION PROJECT (ODOR CONTROL)

The project was advertised in local newspaper on May 1, 2017 and May 8, 2017, and listed in the City of Laredo website. A non-mandatory pre-bid meeting was held on May 5, 2017 at the McPherson Lift Station, located at 7607 Green Meadows Laredo, Texas 78040. Bid closed on May 17, 2017 and opened publicly on May 18, 2017.

There were two (2) bidders that submitted bids for the project. Bidder No. 1, Zertuche Construction & Management Services, LLC, submitted base bid of \$126,000.00 with no alternate items. Bidder No. 2, BioAir Solutions, LLC, submitted base bid of \$88,250.00 with no alternate items. Please refer to the attached Bid Tabulation for details.

Base on the price difference for the same proposed equipment, I would recommend to award the contract to low, responsive, and responsible bidder BioAir Solutions, LLC., with the base bid without any alternate items to amounting to \$88,250.00, and a completion period of 90 working days.

Thank you.

A handwritten signature in blue ink that reads "E. De Anda". Below the signature, the date "5-22-17" is written in blue ink.

Edgar E. De Anda, P.E. M.S.E.E.



City of Laredo
Utilities Department
5816 Daugherty Avenue
Laredo, TX 78041
(956) 721-2000



MCPHERSON LIFT STATION PROJECT UTILITIES DEPARTMENT

						DATE:	5/18/2017
Bid Item No.	Work Description	Unit	Unit Qty	Zertuche Construction & Management Services, LLC.		BioAir Solutions, LLC.	
				Unit Price	Total Cost of Item	Unit Price	Total Cost of Item
A1	McPherson Lift Station Project	EA	1	\$126,000.00	\$126,000.00	\$88,250.00	\$88,250.00
Total A1					\$126,000.00		\$88,250.00
Alternate Bid Items:							
B1	NONE			\$0.00	\$0.00	\$0.00	\$0.00
Total Alternate Bid Items					\$0.00		\$0.00
TOTAL BASE BID					\$126,000.00		\$88,250.00
BASE BID WITH DEDUCTIVE ALTERNATE					\$126,000.00		\$88,250.00

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Cynthia Collazo, Deputy City Manager

SUBJECT

Presentation by the Laredo Development Foundation regarding the economic development activities including events, prospects and any other matters incident thereto, with possible action.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Horacio De Leon, Interim City Manager

Initiated By: Horacio De Leon, Interim City Manager

Staff Source: Rosario C. Cabello, Finance Director

SUBJECT

Status report on the proceeds from the sale of the Civic Center in the amount of \$15,951,737.00 and its financial reporting as requested by City Council on May 22, 2017.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

The Civic Center, an asset of the City of Laredo, was sold to Laredo Independent School District in the amount of \$15,951,737 in FY 2013. The proceeds from the sales were distributed as follows:

\$ 3,600,000.00 - General Fund (one time transfer for the Parks Budget)

\$12,351,737.00 - Capital Improvement Fund (appropriated in a restricted reserve account)

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Horacio De Leon, Interim City Manager

Initiated By: Horacio De Leon, Assistant City Manager

Staff Source: Monica C. Flores, Human Resources Director; Linda Teniente, Acting Risk Manager

SUBJECT

Status report by Texas Municipal League Intergovernmental Risk Pool (TMLIRP) on the mechanical evaluation conducted by HAAG Engineering Co., on the factors causing issues with two raw water intake pumps located at El Pico Water Treatment Plant.

PREVIOUS COUNCIL ACTION

At the May 1, 2017 Council meeting, a motion was made directing staff to present the findings of the final forensic engineering report with determination as to the failure, what needs to be done to repair, and cost to repair it.

BACKGROUND

On November 30, 2016 City of Laredo filed a claim with TMLIRP regarding the repairs of two raw water intake pumps.

On February 22, 2017 HAAG Engineering visited El Pico Water Treatment Plant.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Horacio De Leon, Interim City Manager

Staff Source: Veronica Urbano Baeza, Internal Auditor

SUBJECT

Presentation by Internal Audit on the summary results and recommendations of unannounced cash and inventory audits conducted from October 2016 through March 2017.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

During the April 11, 2017 City Council Meeting, City Council requested that an agenda item be placed on the first Council meeting of the month wherein the Internal Auditor reports to Council any findings and statuses of audits that have been commissioned or issues that the Auditor perceives should be brought to Council attention.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

None.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

City Council-Regular

Meeting Date: 06/05/2017

Staff Source: Kristina L. Hale, Acting City Attorney

SUBJECT

Discussion with possible action on the potential impact of rescinding Dannenbaum Engineering from consideration of the Traffic Signal Synchronization Study contract award in light of TxDOT's procurement process for professional services required for local governments seeking federal reimbursement pursuant to 23 CFR 172, and restarting the procurement process, and any matter related thereto.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Horacio De Leon, Interim City Manager

Staff Source: Kristina L. Hale, Acting City Attorney

SUBJECT

Request for Executive Session pursuant to Texas Government Code Section 551.071(1)(A) to consult with City Attorney on contemplated litigation in light of the findings that were submitted by the Texas Municipal League Intergovernmental Risk Pool regarding the issues with the two water intake pumps located at El Pico Water Treatment Plant, and with a return to open session for possible action.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

None.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

None.

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Robert Eads, Assistant City Manager

Initiated By: Claudia San Miguel

Staff Source: Claudia, San Miguel, LTMI General Manager

SUBJECT

Consideration to approve free bus rides on all Metro Routes on Saturday, June 17, 2017, in conjunction with the twelfth Annual American Public Transportation Association's National "Dump the Pump" Day.

PREVIOUS COUNCIL ACTION

On June 3, 2013, motion was approved to promote Dump the Pump Day on June 20, 2013 in addition to the free fares for all Metro Routes.

BACKGROUND

Once again, on June 15, 2017, public transportation agencies from coast to coast will join together to ask the public to park their cars to take advantage of public transportation. The day is dedicated to raise community awareness whereas public transportation has the ability to save people money, promote walk-ability, and to reduce the harmful greenhouse gases emitted into our environment.

By waving fares on Saturday June 17, 2017 City Council encourages residents from all districts to try transit free-of charge along with family and friends. This experience will help entire families to become familiar with the local transit system, identify the most convenient bus stop for their day to day transportation needs to work, school, or leisure.

DUMP THE PUMP DAY also promote a multi-modal transportation system that includes pedestrians, bike riders and transit users . El Metro plans to promote the event through planned activities at the Transit Center to show appreciation to its customers and employees alike. Mayor Pete Saenz, will issue a proclamation declaring June 17, 2017, as DUMP THE PUMP DAY in Laredo.

On June 20, 2013, public transportation agencies from coast to coast joined together to ask the public to park their cars and ride public transportation. The day is dedicated to raising awareness that public transportation helps improve the environment and conserve fuel.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

To further promote Transit, Staff recommends approval of this motion.

Fiscal Impact

Fiscal Year: 2017

Budgeted Y/N?: N/A

Source of Funds: N/A

Account #: N/A

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

No financial impact.

Attachments

PROCLAMATION

DUMP THE PUMP MEDIA

A PROCLAMATION ESTABLISHING
12th ANNUAL NATIONAL DUMP THE PUMP DAY
IN EL METRO TRANSIT CENTER
ON JUNE 17, 2017

WHEREAS June 15, 2017 marks the 12th annual National Dump the Pump Day as a day that encourages people to ride public transportation, as public transit powers community growth by driving economic development and revitalizing neighborhoods;

WHEREAS for every \$1 invested in public transportation generates approximately \$4 in economic returns;

WHEREAS public transportation is a \$66 billion industry that puts people to work – directly employing more than 400,000 people and creating hundreds of thousands of private-sector jobs

WHEREAS 87 percent of trips directly impact the economy;

WHEREAS people who ride public transportation can save, on average, more than \$9,751 per year, based on today's gas prices, the cost of owning a car and the average unreserved parking rate;

WHEREAS U.S. public transportation use saves 4.2 billion gallons of annually;

WHEREAS public transportation use in 498 urban areas in the United States saved 865 million hours annually in travel time and 450 million gallons of fuel; and without public transportation, annual congestion costs would have risen by nearly \$21 billion from \$121 to \$142 billion;

THEREFORE, BE IT RESOLVED THAT I, (THE OFFICIAL'S TITLE) OF City of Laredo proclaim June 17, 2017 as NATIONAL DUMP THE PUMP DAY in Laredo, Webb, Texas and that El Metro Transit will join with public transportation agencies across the country and participate in the 12th annual National Dump the Pump Day to encourage people to ride public transportation on June 17, 2017;

ALSO BE IT RESOLVED THAT LAREDO, WEBB declares that by using public transportation people save money, help the environment and improve America's quality of life;

ALSO BE IT RESOLVED THAT where public transportation goes, communities grow and prosper.

PASSED AND ADOPTED THIS 15th. DAY OF June, 2017.
Pete Saenz Mayor, City of Laredo



MEDIA ADVISORY FOR PARTICIPANTS
To Be Issued Before June 15, 2017 – 12th Annual National Dump the Pump Day

TWELTH ANNUAL NATIONAL DUMP THE PUMP DAY TO BE HELD ON JUNE 17TH
Dump the Pump. Ride Public Transit.

(LAREDO, TEXAS) With the continued fluctuation of gas prices, El Metro Transit announced today that it will join with other public transportation systems nationwide to participate in the 12th Annual National Dump the Pump Day on Saturday, June 17, 2017. The slogan of this year's National Dump the Pump Day is "*Dump the Pump. Ride Public Transit.*"

Sponsored by the American Public Transportation Association (APTA), the 2017 National Dump the Pump Day is a day that encourages people to ride public transportation and to take them where they need to go, instead of driving a car. Started in June 2006 when gas prices were \$3 per gallon, this national day emphasizes that public transportation is a convenient travel option that also helps people save money. According to the April APTA [Transit Savings Report](#), individuals in a two-person household can save an average of more than \$9,823 annually by downsizing to one car.

Additionally, public transportation is a cornerstone of local economies in urban, suburban, and rural communities. In fact, a public transportation helps to make a community economically prosperous and competitive. Every \$1 invested in public transportation generates approximately \$4 in economic returns, powering community growth and revitalization.

WHAT: 12th Annual National Dump the Pump Day Proclamation by Mayor Saenz, Council Members & Guests.

WHERE: at El Metro Transit and transit agencies nationwide

WHEN: Thursday, June 15, 2017

City Council-Regular

Meeting Date: 06/05/2017

Initiated By: Cynthia Collazo, Deputy City Manager

Initiated By: Arturo Garcia, CD Director

Staff Source: Arturo Garcia, CD Director

SUBJECT

Election of the following Officers to replace vacancies on the Laredo Public Facility Corporation (LPFC): President (Vacant), Vice-President (Vacant), Horacio De Leon as Executive Director, and Heberto L. Ramirez as Secretary for the LPFC.

PREVIOUS COUNCIL ACTION

On January 19, 2016, the Laredo Public Facility Corporation appointed Doanh "Zone" T. Nguyen as the Secretary for the corporation.

BACKGROUND

The following is the current slate of Officers of the Laredo Public Facility Corporation:

President: Vacant

Vice-President: Vacant

Executive Director: Vacant

Secretary: Vacant

Treasurer: Rosario Cabello

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

That these positions be filled.

Fiscal Impact

Fiscal Year: 2017

Budgeted Y/N?: n/a

Source of Funds: n/a

Account #: n/a

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No Financial Impact.
