

CITY OF LAREDO SPECIAL CITY COUNCIL MEETING

**A-2018-SC-09
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
September 25, 2018
12:00 P.M.**



DISABILITY ACCESS STATEMENT



Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact Jose A. Valdez Jr., City Secretary, at (956) 791-7308 at least two working days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at City Hall, 1100 Victoria Ave.

Out of consideration for all attendees of the City Council meetings, please turn off all cellular phones and pagers, or place on inaudible signal. Thank you for your consideration.

Pursuant to the Texas Penal Code (trespass by holder of license to carry a handgun), a person licensed under Subchapter H, Chapter 411, Government Code (Concealed Handgun Law or Handgun Licensing Law), may not enter into the City Council Chamber while City Council is in session with a concealed or openly-carried handgun.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. MOMENT OF SILENCE

IV. ROLL CALL

Citizen comments

Citizens are required to fill out a witness card and submit it to the City Secretary no later than 12:15 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.

V. INTRODUCTORY ORDINANCES

1. Authorizing the City Manager to accept the dedication of Lot 19A, Block 4 Las Flores Subdivision Phase V, from DNL Investments LTD. for the use of a park, as recommended by the Parks and Leisure Advisory Committee. The conveyance of Lot 19, Block 4, Las Flores Subdivision Phase IV (detention pond) has been accepted through plat.

VI. FINAL READING OF ORDINANCES

2. **2018-O-138** An Ordinance of the City of Laredo, Texas, Amending Chapter 2, Article II, Division 6 (Pay Administration), of the City Code of Ordinances specifically Section 2-87.7(c)(12)(a), by providing for a 2.0% Cost of Living Adjustment (COLA) for pay grades R23 to R30, a 1.5% COLA adjustment for pay grades R31 to R39, and a 1.0% COLA adjustment for pay grades R40 to W45 to the existing wage schedule and to all City employees, with the exception of Interns, Cooperative Education Program employees (CO-OPS), Elected Officials, Temporary Contract Labor employees, and employees subject to any Collective Bargaining Agreement; the adjustment to the existing wage schedule includes an adjustment to the minimum pay to \$11.00 per hour; providing for a repealing clause; providing for a severability clause; and providing for an effective date of October 1, 2018.
3. **2018-O-139** Amending the City of Laredo Leave Ordinance and the Code of Ordinances as follows: Chapter 2, Article II, Division 3 Leave Policy, Sec. 2-58, Sec. 2-59 and Sec. 2-60 by adding one additional Personal Holiday; limiting annual leave accumulation and payout to 176 hours and eliminating sick leave payout for employees hired on or after October 1, 2018, except for employees subject to any Collective Bargaining Agreement; providing for a repealing clause; and providing for a severability clause.
4. **2018-O-140** An ordinance establishing an Employee Retiree Incentive Program for employees who retire between October 1, 2018 through January 31, 2019 with the exception of employees subject to any Collective Bargaining Agreement; providing for a repealing clause, severability clause, and an effective date of October 1, 2018.

VII. RESOLUTIONS

5. **2018-R-136** Authorizing the City Manager to execute a Memorandum of Understanding (MOU) between the Department of Homeland Security (DHS), U.S. Customs and Border Protection (CBP), and the City of Laredo to serve as a guide for future discussions and actions to facilitate the planning and development of the proposed Master Plan for CBP and DHS facilities requirements in Laredo, TX and authorizing the City Manager to submit a conceptual proposal consistent with the MOU to CBP for evaluation.

VIII. MOTIONS

6. Consideration for approval to award an Engineering Services Contract to Data Transfer Solutions, LLC., San Antonio, Texas, for an amount not to exceed \$278,880.00 to create and establish the City of Laredo Pavement Management System. The work shall be completed in one hundred fifty (150) days from notice to proceed, approximately by February 2019. Funding is available in the Capital Improvement Funds.
7. Consideration to award two year service contract FY18-084 to the sole bidder, Cantu Electric, Laredo, Texas in an annual amount up to \$500,000.00 for electrical services necessary for the installation and maintenance of street lights & traffic signal lights for the City of Laredo Traffic Safety Department. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution and subject to future appropriations. This contract has three, 1 year extension periods upon mutual agreement of the parties. All services will be purchased on an as needed basis. Funding is available in respective departmental budget.

IX. EXECUTIVE SESSION

The Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any posted agenda item when authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and/or 551.086 (Economic Development). Following closed session, the open meeting will reconvene at which time action, if any, may be taken.

X. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

A. Request by Council Member Vidal Rodriguez

1. Discussion with possible action to direct the City Manager to possibly replace the current grass at Uni-Trade with hybrid grass or artificial turf and any other matters incident thereto.

B. Request by Council Member Nelly Vielma

1. Discussion with possible action to implement an election cycle spending freeze on Priority District Funds from Council Members and/or Mayor who are running for election or re-election from beginning of fiscal budget, October 1st until the elected official takes office or is re-elected and any matters incident thereto.
(Co-Sponsored by Council Member George Altgelt)

C. Request by Council Member Roberto Balli

1. Discussion with possible action to lease buildings adjacent to Old City Hall to artists and any matters incident thereto.
2. Discussion with possible action to re-purpose the Old Federal Courthouse building on Matamoros and any matters incident thereto.

XI. ADJOURNMENT

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 Friday, September 21, 2018 at 6:30 p.m.

Jose A. Valdez, Jr.
City Secretary

Introductory Ordinances 1.

City Council-Special

Meeting Date: 09/25/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Arturo Garcia, Community Development Director

SUBJECT

Authorizing the City Manager to accept the dedication of Lot 19A, Block 4 Las Flores Subdivision Phase V, from DNL Investments LTD. for the use of a park, as recommended by the Parks and Leisure Advisory Committee. The conveyance of Lot 19, Block 4, Las Flores Subdivision Phase IV (detention pond) has been accepted through plat.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

On July 17, 2018 DNL Investments LTD. presented to the Planning and Zoning committee for final approval of Las Flores Subdivision Phase V.

During the September 13, 2018 Parks and Leisure Board, Parks staff presented to the board the proposed conveyance of Lot 19A and Lot 19 for park land use in the Las Flores subdivision.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the acceptance of Lot 19 and Lot 19A, Block 4, Las Flores Subdivision Phase V.

Recommends approval of Introductory Ordinance as presented.

Fiscal Impact

Fiscal Year:	2019
Budgeted Y/N?:	n/a
Source of Funds:	n/a
Account #:	n/a

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No Financial Impact.

Attachments

Las Flores Plat
Intro Ordinance

INTRODUCTORY ORDINANCE

AUTHORIZING THE CITY MANAGER TO ACCEPT THE DEDICATION OF LOT 19A, BLOCK 4 LAS FLORES SUBDIVISION PHASE V, FROM DNL INVESTMENTS LTD. FOR THE USE OF A PARK, AS RECOMMENDED BY THE PARKS AND LEISURE ADVISORY COMMITTEE. THE CONVEYANCE OF LOT 19, BLOCK 4, LAS FLORES SUBDIVISION PHASE IV (DETENTION POND) HAS BEEN ACCEPTED THROUGH PLAT.

WHEREAS, the City of Laredo wishes to provide recreational areas in the form of neighborhood parks as a function of subdivision and site development in the City of Laredo.

WHEREAS, City Council declared by ordinance that recreational areas in the form of parks are necessary and in the public welfare, and that the only adequate procedure to provide for same is by integrating such a requirement into the procedures for planning and developing property or subdivisions in the City, consisting of new construction on vacant land.

WHEREAS, the Developer of Las Flores Subdivision has adhered to the City of Laredo Land Development Code and has proposed to convey Lot 19A, Block 4, Las Flores Subdivision Phase V designated as an unbuildable lot and Lot 19, Block 4, Las Flores Subdivision Phase IV designated as a detention pond for the purposes of developing a Municipal Park.

WHEREAS, the Parks and Leisure Advisory Board met on September 13, 2018 has recommended accepting the conveyance of Lot 19A, Block 4, Las Flores Subdivision Phase V.

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

A. It authorizes the City Manager to accept conveyance of Lot 19 and Lot 19A, Block 4, Las Flores Subdivision Phase V for the purposes of developing a Municipal Park using CDBG funds for the purchase of park improvement and amenities.

B. It further authorizes the City Manager to execute all documents necessary to comply with this Ordinance.

C. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2018.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, Jr.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA LAUREL HALE
CITY ATTORNEY

BY: _____
JUAN B. CABALLERO
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances 2.

City Council-Special

Meeting Date: 09/25/2018

Initiated By: Horacio A. De Leon, City Manager

Staff Source: Monica C. Flores, Human Resources Director; Martin Aleman, Executive Director; Kristina L. Hale, City Attorney

SUBJECT

2018-O-138 An Ordinance of the City of Laredo, Texas, Amending Chapter 2, Article II, Division 6 (Pay Administration), of the City Code of Ordinances specifically Section 2-87.7(c)(12)(a), by providing for a 2.0% Cost of Living Adjustment (COLA) for pay grades R23 to R30, a 1.5% COLA adjustment for pay grades R31 to R39, and a 1.0% COLA adjustment for pay grades R40 to W45 to the existing wage schedule and to all City employees, with the exception of Interns, Cooperative Education Program employees (CO-OPS), Elected Officials, Temporary Contract Labor employees, and employees subject to any Collective Bargaining Agreement; the adjustment to the existing wage schedule includes an adjustment to the minimum pay to \$11.00 per hour; providing for a repealing clause; providing for a severability clause; and providing for an effective date of October 1, 2018.

PREVIOUS COUNCIL ACTION

On the September 4, 2018, City Council by motion, instructed staff to proceed with a recommended 2.0% COLA for pay grades R23 to R30, 1.5% COLA for pay grades R31 to R39, and 1.0% COLA for pay grades R40 to W45 to existing wage schedule and for City employees, and to raise the City of Laredo's minimum wage to \$11.00 per hour for Fiscal Year (FY) 2018-2019.

On September 17, 2018, Council introduced the ordinance.

BACKGROUND

During the September 4, 2018 City Council Meeting, staff recommended to the City Council that the lower pay grades receive a larger COLA adjustment.

Staff recommended providing a 2.0% COLA adjustment for pay grades R23 to R30, a 1.5% COLA adjustment for pay grades R31 to R39, and a 1.0% COLA for pay grades R40 to W45. City Council was also reminded that the \$11.00 per hour minimum wage was already included in the budget presentation.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this ordinance as presented.

Attachments

FY 18-19 Wage Schedule

FY 18-19 COLA & \$11.00 Min. Pay Ordinance

**CITY OF LAREDO
WAGE SCHEDULE
EFFECTIVE 10-01-18**

	Grd	Minimum	Midpoint	Maximum		Grd	Minimum	Midpoint	Maximum
HOURLY	R23	11.00	14.85	18.70	HOURLY	R36	19.12	25.81	32.50
BI-WEEKLY		880.00	1,188.00	1,496.00	BI-WEEKLY		1,529.60	2,064.80	2,600.00
MONTHLY		1,906.67	2,574.00	3,241.33	MONTHLY		3,314.13	4,473.73	5,633.33
ANNUAL		22,880.00	30,888.00	38,896.00	ANNUAL		39,769.60	53,684.80	67,600.00
HOURLY	R24	11.20	15.12	19.04	HOURLY	R37	20.66	27.89	35.12
BI-WEEKLY		896.00	1,209.60	1,523.20	BI-WEEKLY		1,652.80	2,231.20	2,809.60
MONTHLY		1,941.33	2,620.80	3,300.27	MONTHLY		3,581.07	4,834.27	6,087.47
ANNUAL		23,296.00	31,449.60	39,603.20	ANNUAL		42,972.80	58,011.20	73,049.60
HOURLY	R25	11.40	15.39	19.38	HOURLY	R38	22.31	30.12	37.93
BI-WEEKLY		912.00	1,231.20	1,550.40	BI-WEEKLY		1,784.80	2,409.60	3,034.40
MONTHLY		1,976.00	2,667.60	3,359.20	MONTHLY		3,867.07	5,220.80	6,574.53
ANNUAL		23,712.00	32,011.20	40,310.40	ANNUAL		46,404.80	62,649.60	78,894.40
HOURLY	R26	11.60	15.66	19.72	HOURLY	R39	24.10	32.54	40.97
BI-WEEKLY		928.00	1,252.80	1,577.60	BI-WEEKLY		1,928.00	2,603.20	3,277.60
MONTHLY		2,010.67	2,714.40	3,418.13	MONTHLY		4,177.33	5,640.27	7,101.47
ANNUAL		24,128.00	32,572.80	41,017.60	ANNUAL		50,128.00	67,683.20	85,217.60
HOURLY	R27	11.80	15.93	20.06	HOURLY	R40	25.89	34.95	44.01
BI-WEEKLY		944.00	1,274.40	1,604.80	BI-WEEKLY		2,071.20	2,796.00	3,520.80
MONTHLY		2,045.33	2,761.20	3,477.07	MONTHLY		4,487.60	6,058.00	7,628.40
ANNUAL		24,544.00	33,134.40	41,724.80	ANNUAL		53,851.20	72,696.00	91,540.80
HOURLY	R28	12.00	16.20	20.40	HOURLY	R41	27.96	37.75	47.53
BI-WEEKLY		960.00	1,296.00	1,632.00	BI-WEEKLY		2,236.80	3,020.00	3,802.40
MONTHLY		2,080.00	2,808.00	3,536.00	MONTHLY		4,846.40	6,543.33	8,238.53
ANNUAL		24,960.00	33,696.00	42,432.00	ANNUAL		58,156.80	78,520.00	98,862.40
HOURLY	R29	12.20	16.47	20.74	HOURLY	R42	30.20	40.77	51.34
BI-WEEKLY		976.00	1,317.60	1,659.20	BI-WEEKLY		2,416.00	3,261.60	4,107.20
MONTHLY		2,114.67	2,854.80	3,594.93	MONTHLY		5,234.67	7,066.80	8,898.93
ANNUAL		25,376.00	34,257.60	43,139.20	ANNUAL		62,816.00	84,801.60	106,787.20
HOURLY	R30	12.68	17.12	21.56	HOURLY	R43	32.60	44.01	55.42
BI-WEEKLY		1,014.40	1,369.60	1,724.80	BI-WEEKLY		2,608.00	3,520.80	4,433.60
MONTHLY		2,197.87	2,967.47	3,737.07	MONTHLY		5,650.67	7,628.40	9,606.13
ANNUAL		26,374.40	35,609.60	44,844.80	ANNUAL		67,808.00	91,540.80	115,273.60
HOURLY	R31	13.50	18.23	22.95	HOURLY	R44	35.21	47.54	59.86
BI-WEEKLY		1,080.00	1,458.40	1,836.00	BI-WEEKLY		2,816.80	3,803.20	4,788.80
MONTHLY		2,340.00	3,159.87	3,978.00	MONTHLY		6,103.07	8,240.27	10,375.73
ANNUAL		28,080.00	37,918.40	47,736.00	ANNUAL		73,236.80	98,883.20	124,508.80
HOURLY	R32	14.44	19.50	24.55	HOURLY	W44	36.62	49.44	62.25
BI-WEEKLY		1,155.20	1,560.00	1,964.00	BI-WEEKLY		2,929.60	3,955.20	4,980.00
MONTHLY		2,502.93	3,380.00	4,255.33	MONTHLY		6,347.47	8,569.60	10,790.00
ANNUAL		30,035.20	40,560.00	51,064.00	ANNUAL		76,169.60	102,835.20	129,480.00
HOURLY	R33	15.46	20.87	26.28	HOURLY	R45	38.09	51.42	64.75
BI-WEEKLY		1,236.80	1,669.60	2,102.40	BI-WEEKLY		3,047.20	4,113.60	5,180.00
MONTHLY		2,679.73	3,617.47	4,555.20	MONTHLY		6,602.27	8,912.80	11,223.33
ANNUAL		32,156.80	43,409.60	54,662.40	ANNUAL		79,227.20	106,953.60	134,680.00
HOURLY	R34	16.54	22.33	28.12	HOURLY	W45	39.61	53.48	67.34
BI-WEEKLY		1,323.20	1,786.40	2,249.60	BI-WEEKLY		3,168.80	4,278.40	5,387.20
MONTHLY		2,866.93	3,870.53	4,874.13	MONTHLY		6,865.73	9,269.87	11,672.27
ANNUAL		34,403.20	46,446.40	58,489.60	ANNUAL		82,388.80	111,238.40	140,067.20
HOURLY	R35	17.70	23.90	30.09					
BI-WEEKLY		1,416.00	1,912.00	2,407.20					
MONTHLY		3,068.00	4,142.67	5,215.60					
ANNUAL		36,816.00	49,712.00	62,587.20					

ORDINANCE NO. 2018-O-138

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 2, ARTICLE II, DIVISION 6 (PAY ADMINISTRATION), OF THE CITY CODE OF ORDINANCE, SPECIFICALLY SECTION 2-87.7(C)(12)(A), BY PROVIDING A 2.0% COST OF LIVING ADJUSTMENT (COLA) FOR PAY GRADES R23 TO R30, A 1.5% COLA ADJUSTMENT FOR PAY GRADES R31 TO R39, AND A 1.0% COLA ADJUSTMENT FOR PAY GRADES R40 TO W45 TO THE EXISTING WAGE SCHEDULE AND TO ALL CITY EMPLOYEES, WITH THE EXCEPTION OF INTERNS, COOPERATIVE EDUCATION PROGRAM EMPLOYEES (CO-OPS), ELECTED OFFICIALS, TEMPORARY CONTRACT LABOR EMPLOYEES, AND EMPLOYEES SUBJECT TO ANY COLLECTIVE BARGAINING AGREEMENT; THE ADJUSTMENT TO THE EXISTING WAGE SCHEDULE INCLUDES AN ADJUSTMENT TO THE MINIMUM PAY TO \$11.00 PER HOUR; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE OF OCTOBER 1, 2018.

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

WHEREAS, the City Council shall amend and determine the salary range for all City of Laredo employees; and

WHEREAS, in order to recognize the contributions of employees, City Council desires to provide a Cost of Living Adjustment (COLA) to the existing wage schedule and for all City employees as follows: 2.0% COLA for pay grades R23 to R30, 1.5% COLA for pay grades R31 to R39, and 1% COLA for pay grades R40 to W45, with the exception of Interns, Cooperative Education Program employees (CO-OPS), Elected Officials, Temporary Contract Labor employees, and Firefighters and Police Officers governed by the terms of a Collective Bargaining Agreement and to include adjustment to the minimum pay to grades R23, R24, R25, R26, R27, R28, and R29 with an effective date of October 1, 2018.

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

Section 1: Chapter 2, Article II, Division 6 (Pay Administration), Section 2-87.7(c)(12)(a) is hereby amended as follows:

(12) Effective October ~~[1, 2017]~~ 1, 2018, the City's wage schedule shall be amended as follows:

a. All rates of pay in all grades in the wage schedule will be increased by a cost-of-living increase based on pay grade: [of two (2) percent] 2.0% increase for pay grades R23 to R30, 1.5% increase for pay grades R31 to R39, and 1.0% increase for pay grades R40 to W45 effective October ~~[1, 2017]~~ 1, 2018 (See Exhibit 1, incorporated herein by reference) and to adjust the minimum pay on grade R23 ~~[-of \$10.00]~~ to \$11.00 per hour, grade R24 ~~[of \$10.10]~~ to

\$11.20 per hour, grade R25 [of \$10.20] to \$11.40 per hour, [and] grade R26 [of \$10.30] to \$11.60 per hour, grade R27 to \$11.80 per hour, grade R28 to \$12.00 per hour, and grade R29 to \$12.20 per hour.

Section 2: These amendments apply to all regular City of Laredo employees with the exception of Interns, Cooperative Education Program employees (CO-OPS), Elected Officials, Temporary Contract Labor employees, and Firefighters and Police Officers governed by the terms of a Collective Bargaining Agreement.

Section 3. The provisions of any ordinance in conflict with this ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

Section 4. Should any section, subsection, clause or phrase of this ordinance be declared unconstitutional or invalid by any court of competent jurisdiction, it is expressly provided that any and all remaining portions of this ordinance shall remain in full for force and effect.

Section 5. This Ordinance shall become effective on October 1, 2018.

PASSED AND APPROVED on this _ day of _ , 2018.

PEDRO I. SAENZ, JR.
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA LAUREL HALE
CITY ATTORNEY

Final Reading of Ordinances 3.

City Council-Special

Meeting Date: 09/25/2018

Initiated By: Horacio A. De Leon, City Manager

Staff Source: Monica C. Flores, Human Resources Director; Martin Aleman, Executive Director; Kristina L. Hale, City Attorney

SUBJECT

2018-O-139 Amending the City of Laredo Leave Ordinance and the Code of Ordinances as follows: Chapter 2, Article II, Division 3 Leave Policy, Sec. 2-58, Sec. 2-59 and Sec. 2-60 by adding one additional Personal Holiday; limiting annual leave accumulation and payout to 176 hours and eliminating sick leave payout for employees hired on or after October 1, 2018, except for employees subject to any Collective Bargaining Agreement; providing for a repealing clause; and providing for a severability clause.

PREVIOUS COUNCIL ACTION

During the Budget Workshop held on August 13, 2018 through August 15, 2018, City Council made a motion to add one additional holiday to the holiday schedule. On August 20, 2018 City Council motion to change the approved holiday from the Friday of spring break to an additional Personal Holiday.

The City Council made a motion at the City of Laredo Council meeting of September 4, 2018 to limit annual leave accumulation to 176 hours for employees hired on or after October 1, 2018. Also, that no sick leave hours will be paid out upon departure or retirement from the City of Laredo.

On September 17, 2018, Council introduced the ordinance.

BACKGROUND

City Council instructed staff to proceed with adding one additional Personal Holiday to the holiday schedule. On September 4, 2018, City Council proposed that the annual leave be modified to limit accrual pay out for employees who leave city employment, retire or upon death. Also, that no sick leave hours will be paid out upon departure or retirement from the City of Laredo.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this ordinance as presented.

Attachments

Leave Ordinance

ORDINANCE NO. 2018-O-139

AMENDING THE CITY OF LAREDO LEAVE ORDINANCE AND THE CODE OF ORDINANCES AS FOLLOWS: CHAPTER 2, ARTICLE II, DIVISION 3 LEAVE POLICY, SEC. 2-58, SEC. 2-59 AND SEC. 2-60 BY ADDING ONE ADDITIONAL PERSONAL HOLIDAY; LIMITING ANNUAL LEAVE ACCUMULATION AND PAYOUT TO 176 HOURS AND ELIMINATING SICK LEAVE PAYOUT FOR EMPLOYEES HIRED ON OR AFTER OCTOBER 1, 2018, EXCEPT FOR EMPLOYEES SUBJECT TO ANY COLLECTIVE BARGAINING AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, due to economic challenges the City Council proposed that the annual and sick leave ordinance be modified to limit accrual pay out for annual and sick leave when employees depart or retire from the City of Laredo; and

WHEREAS, this ordinance also addresses adding one additional Personal Holiday to the holiday schedule.

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

Section 1. The City of Laredo Code of Ordinances, Chapter 2, Article II, Division 3, Leave Policy, is hereby amended as follows:

Sec. 2-58. Holidays.

- (a) Legal holidays for all city employees are as follows:
- (1) New Year's Day (January 1).
 - (2) Martin Luther King Jr. Day (third Monday in January).
 - (3) President's Day (third Monday in February).
 - (4) Friday before Easter Sunday.
 - (5) Memorial/September 11 (Remembrance) Day (last Monday in May).
 - (6) Independence Day (July 4).
 - (7) Labor Day (first Monday in September).
 - (8) Veteran's Day (November 11).
 - (9) Thanksgiving Day (fourth Thursday in November).
 - (10) Friday after Thanksgiving Day (fourth Friday in November).
 - (11) Christmas Eve (December 24).
 - (12) Christmas Day (December 25).

(13) Personal holidays (dates subject to department director approval and after being employed with the City for one year.).

(14) Personal holiday (date subject to department director approval and after being employed with the City for one year).

The department shall insure that each one of their employees take the holiday assigned to them for that fiscal year; the employee shall take the personal holiday before the end of the fiscal year or lose it. If the employee has to work on their designated holiday, they will be allowed to reschedule their holiday as determined by their department director. To ensure operating efficiency of the department, the employee must submit a three (3) day written notice unless a personal hardship does not allow for an advance notification.

(b) As many employees as possible shall be given each holiday off consistent with the maintenance of essential city functions.

(c) Full-time regular employees shall be entitled to paid holidays.

(d) Part-time employees and temporary employees (this includes seasonal, co-operative students, and interns) hired after July 2, 2006, will not be entitled to holidays with pay.

(e) Department director shall ensure that eligible employees working unusual schedules or on shifts receive benefit of the full number of official holidays.

(f) When a holiday falls on a regularly scheduled workday, that day is observed as the holiday. When a holiday falls on a non-workday, the day that is observed as a holiday is determined as follows;

(1) *Normal tour of duty.* For employees whose basic workweek is Monday through Friday, a holiday falling on Sunday is observed on the following Monday, and a holiday falling on Saturday is observed on the preceding Friday.

(2) *Uncommon tour of duty.* For employees whose basic workweek is scheduled on days other than Monday through Friday, the day observed as a holiday is determined as follows:

a. When the employee's regularly scheduled workdays include Sunday, the first non-workday in the administrative workweek is designated as a day in lieu of Sunday. When a holiday falls on the non-workday designated as Sunday, the next regularly scheduled workday is observed as a holiday.

b. When a holiday falls on a non-workday other than the non-workday designated as Sunday the workday immediately preceding the day is observed as a holiday.

(g) An employee on leave of absence without pay status on the holiday or on the scheduled workday immediately preceding or following the holiday shall not receive pay for the holiday.

(h) Employees desiring to observe religious holidays not coinciding with official holidays may be given time off without pay or may be authorized to use accrued annual leave.

Sec. 2-59. Annual leave.

(a) Full-time regular employees earn annual leave as follows:

(1) Zero to ten years of service: Up to ten (10) working days per year, 3.08 A.L.

(2) Ten to fifteen years of service: Up to twelve (12) working days per year, 3.69 A.L.

(3) Over fifteen years of service: Up to fifteen (15) working days per year, 4.62 A.L.

(b) Part-time regular employees hired prior to July 12, 2006 shall accrue annual leave in proportion to time worked. Part-time and temporary employees (this includes seasonal, co-operative students, and interns) hired after July 12, 2006, are not entitled to annual leave.

(c) An employee must be currently employed for a continuous period of six (6) months before any annual leave earned may be used or paid upon termination.

(d) (1) Annual leave shall not accrue for employees paid less than 40 hours in a pay period. Employees paid less than 79 hours but at least 40 hours in a pay period shall accrue one-half of the employee's usual rate of accrual for that pay period.

(2) Annual Leave shall not accrue after 45 working days for Serious Illness pay hours.

(3) Annual Leave shall not accrue after 45 working days for Workers Compensation (injury with pay hours and injury without pay hours) from the date of injury.

(e) The maximum amount of annual leave that an employee may carry over from one year to the next is sixty (60) days [four hundred eighty (480) hours]. Any annual leave to the employee's credit over the sixty (60) days [four hundred eighty (480) hours] maximum will be transferred and added to the employee's sick leave accrual balance at the end of the fiscal leave year.

For employees who are hired on or after October 1, 2018, the maximum amount of annual leave that an employee may carry over from one year to the next is twenty-two (22) days, one hundred seventy-six (176) hours. Any annual leave to the employee's credit over the twenty-two (22) days, one hundred seventy-six (176) hours will be forfeited.

(f) Holidays falling within a scheduled annual leave period shall not be charged as leave.

(g) Employees who leave city employment after a minimum of six (6) months' employment will be paid a lump sum for the annual leave balance to their credit up to a maximum of sixty (60) days [four hundred eighty (480) hours]. If an employee dies, the lump-sum payment made to his/her beneficiary will include payment for all the annual leave to the employee's credit at the time of death.

For employees who are hired on or after October 1, 2018, who leave city employment, retire, or upon death, after a minimum of six (6) months' of employment will be paid a lump sum of the annual leave balance to their credit up to a maximum of twenty-two (22) days, one hundred seventy-six (176) hours.

(h) Annual leave is provided to allow employees time off for vacations/annual leave, personal, and emergency purposes. Except in cases of emergency, annual leave must be requested by the employee in advance. Approving authority for granting scheduled or emergency annual leave rests with the department director. The final determination as to the time and the amount of annual leave granted at any specific time is made by the department director.

(i) Department director shall schedule or approve vacations giving due consideration to the needs of the city and the interests of the employees. Leave schedules should be prepared during the month of January.

(j) Annual leave may be charged in any increments of time and becomes available for use on the pay period following the pay period on which it is earned

(k) City employees transferred, promoted or demoted retain accrued annual leave.

(l) Annual leave shall not be advanced to employees.

(m) Annual leave credits are not transferable between employees.

(n) Employees who have been participants in the Transamerica Retirement System and who were hired prior to July 1, 1980, will not accrue any annual leave from May 22, 1983, to December 31, 1983. For those employees hired after July 1, 1980, the following schedule for not accruing annual leave will be used:

TABLE INSET:

Those Hired	No Leave Accrual
From July 1, 1980, to Sept. 30, 1980	From May 22, 1983, to Dec. 3, 1983
From Oct. 1, 1980, to April 30, 1981	From May 22, 1983, to Nov. 5, 1983
From May 1, 1981, to Oct. 31, 1981	From May 22, 1983, to Oct. 8, 1983
From Nov. 1, 1981, to April 30, 1982	From May 22, 1983, to Sept. 10, 1983
From May 1, 1982, to Oct. 31, 1982	From May 22, 1983, to July 30, 1983
From Nov. 1, 1982, to April 30, 1982	From May 22, 1983, to July 2, 1983

Sec. 2-60. Sick leave.

(a) Regular full-time employees earn sick leave at the rate of two (2) hours per pay period, for a total of six and one-half (6 ½) working days a year.

(b) Part-time regular employees hired prior to July 12, 2006 shall accrue sick leave in proportion to time worked. Regular part-time and temporary employees (this includes seasonal, co-operative students, and interns) hired after July 2, 2006 are not entitled to accrue sick leave.

(c) (1) Sick leave shall not accrue for employees paid less than 40 hours in a pay period. Employees paid less than 79 hours but at least 40 hours in a pay period shall accrue one-half of the employee's usual rate of accrual for that pay period.

(2) Sick Leave shall not accrue after 45 working days for Serious Illness pay hours.

(3) Sick Leave shall not accrue after 45 working days for Workers Compensation (Injury with pay hours and Injury without pay hours) from the date of injury.

(d) Accumulation of sick leave credits shall be unlimited.

(e) Sick leave may be charged any increments of time and becomes available for use at the end of the pay period during which it is earned.

(f) Sick leave is a qualified right of the employee and may be used for absences due to his/her and/or immediate family (as defined in this article):

(1) When incapacitated for performance of duties by sickness, off-the-job injury, pregnancy, and confinement,

(2) For medical, dental, or optical examination or treatment,

(3) When a member of the employee's immediate family in the employee's household is afflicted with a contagious disease and requires quarantine of the entire family.

(g) Sick leave for prearranged medical, dental, or optical examination or treatment must be requested in advance of the absence. Sick leave for absence because of illness, injury, or other circumstances of incapacity which are not known in advance must be requested as soon as possible after the beginning of the absence, normally within the first four (4) hours of the workday.

(h) Sick leave of more than three (3) consecutive workdays must be supported by a medical certificate. If the employee is not attended by a physician, the employee must certify as to the nature of the incapacity and such certification may be accepted or denied by the department director.

(i) A medical certificate to cover sick leave absences of less than three (3) consecutive workdays may be required if the department director had reason to believe the employee is abusing the use of the sick leave. The department director may request and obtain verification of the circumstances surrounding any use of sick leave.

(j) Employees shall be paid for accrued sick leave upon separation from city employment upon death, retirement under a city retirement program or under Social Security in which case accrued time up to ninety (90) days [seven hundred twenty (720) hours] will be paid.

Employees who are hired on or after October 1, 2018, who leave city employment, retire, or upon death, shall not be paid for any accrued sick leave.

(k) Sick leave credits are transferable between employees unless otherwise stated in a collective bargaining agreement.

(l) Employees who have been participants in the Transamerica Retirement System and who were hired prior to July 1, 1980, will not accrue any sick leave from May 22, 1983, to December 31, 1983. For those employees hired after July 1, 1980, the same schedule provided under subsection 2-59(m) of this chapter applies.

(m) A serious illness program was established by crediting one (1) hour per pay period per employee to an account against which employees will be allowed to charge days used under the following conditions:

(1) The employee has completed six (6) months' service.

(2) The employee has been sick for five (5) consecutive working days and is under a

doctor's care.

(3) The request is approved by the department director and the Human Resources director. A second doctor's opinion may be requested by the department director or the Human Resources Director, at the employee's expense.

(4) Maximum days payable from the serious illness program for any one (1) employee on a cumulative basis is one (1) day for each full month of employment.

(5) Failure to provide regular medical reports to the Employee Health Nurse and failure to comply with all medical recommendations or appointments will immediately terminate the use of the serious illness program.

(6) The serious illness program has been created for serious illness. This program is not mandatory and employees who are not otherwise prevented by the terms of a collective bargaining agreement may participate at their election.

An illness which requires daily or continuing treatment, as certified by a health care provider, that necessitates required convalescence and/or treatment for an illness, off the job injury, surgery, impairment, or physical/mental condition that meets any of the following medical conditions:

(a) Involves in-patient care in a hospital, hospice or residential medical care facility. including any period of incapacity or any subsequent treatment in connection with such in-patient care for a period of more than five (5) consecutive working days.

(b) Continuing treatment by a health care provider (e.g. licensed physician, chiropractor, family nurse practitioner and psychiatrist) that consists of a period of incapacity for more than five (5) consecutive working days that also involves treatment at least once by a health care provided which results in a regimen of continuing treatment that is of incapacitating nature involving inability to perform all the physical job requirements needed to perform the full work capacity.

(c) Surgery which is followed by a period of recovery requiring the employee to remain bedridden.

(d) Periods of incapacity related to pregnancy and childbirth with regard to which the following rules apply:

(1) The maximum number of days which may be used for normal deliveries is fifteen (15) working days.

(2) Cases involving surgical procedures entitle the employee to twenty (20) working days.

(3) When the attending physician certifies that the patient must remain in bed or lose the baby and /or endanger the mother's health, the condition qualifies for the serious illness program. Provided the employee is eligible time-wise, up to sixty (60) days may be approved from the serious illness program for those employees who have been diagnosed by the doctor as requiring absolute bed rest.

(e) Severe chronic conditions - episodic incapacity (e.g. incapacitating diabetes, epilepsy, etc); long-term incapacitating conditions (e.g. Alzheimer's, cancer, heart related disease, kidney/renal failure, liver/hepatic failure, cerebral vascular disease); psychological events (e.g. schizophrenia, bi-polar disorder, clinical depression, anxiety disorder, obsessive compulsive disorder, alcoholism, etc.) or multiple treatments for chemotherapy and dialysis.

(f) In the event that the employee is injured or becomes ill due to involvement in any type of criminal activity, except for minor traffic offenses, the employee will not qualify for this benefit.

(n) Sick leave buy-back; Employees may select one of the following options:

(1) The city may elect to purchase six (6) days of unused sick leave days from employees who may elect to sell such sick leave days and who have accumulated at least sixty (60) days [four hundred eighty (480) hours] of sick leave prior to October 1 of that current fiscal year. Only city employees who participate in an approved deferred-compensation plan shall be eligible to sell unused sick leave days, not to exceed six (6) days, at face value. All monies paid by the city for any unused sick leave purchased under this policy shall be deposited directly to the employee's account in such deferred compensation plan no later than the first pay day in December of each fiscal year.

(2) The city may elect to purchase six (6) days of unused sick leave days at a rate of two days of unused sick leave in exchange for one paid day not to exceed three (3) paid days, from any employee who has accumulated at least sixty (60) days [four hundred eighty (480) hours] of sick

leave prior to October 1 of that current fiscal year. The city shall issue these checks no later than the first pay day in December of each fiscal year.

Secs. 2-64--2-70. Reserved.

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

Section 3. If any provisions, section, subsection, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid or for any reason unenforceable, the validity of the remaining portion of this ordinance or its application to the persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Laredo in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionally, void, or invalidity, and all provisions are declared severable for that purpose.

Section 4. This Ordinance shall become effective on October 1, 2018.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
DATE OF _____, 2018.**

**PEDRO I. SAENZ, JR.,
MAYOR**

ATTESTED:

**JOSE A. VALDEZ, JR.
CITY SECRETARY**

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

City Council-Special

Meeting Date: 09/25/2018

Initiated By: Horacio A. De Leon, City Manager

Staff Source: Monica C. Flores, Human Resources Director; Martin Aleman, Executive Director; Kristina L. Hale, City Attorney

SUBJECT

2018-O-140 An ordinance establishing an Employee Retiree Incentive Program for employees who retire between October 1, 2018 through January 31, 2019 with the exception of employees subject to any Collective Bargaining Agreement; providing for a repealing clause, severability clause, and an effective date of October 1, 2018.

PREVIOUS COUNCIL ACTION

During the Council meeting of September 4, 2018, City Council made a motion to offer a 35% annual base salary lump sum payment to employees who would qualify for the Retirement Incentive Program.

On September 17, 2018, Council introduced the ordinance.

BACKGROUND

During the City Council meeting of May 7, 2018, City Council asked staff to bring options on a Retirement Incentive Program.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this ordinance as presented.

Attachments

Retirement Incentive Program Ordinance

ORDINANCE NO. 2018-O-140

ESTABLISHING AN EMPLOYEE RETIREE INCENTIVE PROGRAM FOR EMPLOYEES WHO RETIRE BETWEEN OCTOBER 1, 2018 THROUGH JANUARY 31, 2019 WITH THE EXCEPTION OF EMPLOYEES SUBJECT TO ANY COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR A REPEALING CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE OF OCTOBER 1, 2018.

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

WHEREAS, the City of Laredo finds it necessary to establish a Retirement Incentive Program for employees who retire between October 1, 2018 through January 31, 2019.

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

Section 1. The City Council hereby authorizes the City Manager, as necessary, to identify and grant an Employee Retiree Incentive Program to employees who retire between October 1, 2018 through January 31, 2019; and who with a combination of actual City of Laredo years of service and age is equal to or greater than 75 and who are eligible to retire under the Texas Municipal Retirement System (TMRS) except for employees subject to any Collective Bargaining Agreement; and to provide for an effective date of October 1, 2018.

Section 2. The City of Laredo will pay 35% of qualifying employee's annual base salary in a one-time lump sum payment, only upon retirement, and for this Retirement Incentive Program only, with the stipulation that the employee not be allowed to work for the City of Laredo for five (5) years after the retirement date.

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

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

Section 5. This Ordinance shall become effective October 1, 2018.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
_____ DAY OF _____ 2018.**

**PETE SAENZ
MAYOR**

ATTESTED:

**JOSE A. VALDEZ, JR.
CITY SECRETARY**

APPROVED AS TO FORM:

**KRISTINA LAUREL HALE
CITY ATTORNEY**

City Council-Special

Meeting Date: 09/25/2018

Initiated By: Horacio A. De Leon, City Manager

Staff Source: Mario I. Maldonado Jr., Executive Director of Transportation

SUBJECT

2018-R-136 Authorizing the City Manager to execute a Memorandum of Understanding (MOU) between the Department of Homeland Security (DHS), U.S. Customs and Border Protection (CBP), and the City of Laredo to serve as a guide for future discussions and actions to facilitate the planning and development of the proposed Master Plan for CBP and DHS facilities requirements in Laredo, TX and authorizing the City Manager to submit a conceptual proposal consistent with the MOU to CBP for evaluation.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The intent of the MOU is to foster collaboration between the Participants for the planning and development of the proposed project. The Participants intend to work together collaboratively and also in coordination with other government agencies to continue discussing the development and implementation of the forthcoming proposal planning and development activities in connection with the proposed project. Toward that end, the Participants intend to evaluate the viability and feasibility of the proposed project, considering relevant factors such as:

- Any proposed solution must be able to be completed in separate and usable phases as resources become available
- Proposed solutions must be in the delineated area(s) in Laredo as established by operational constraints provided by the federal government; all requirements do not need to be collocated
- Proposed solutions must accommodate all parking requirements for government and personal vehicles
- Solutions must have the ability to:
 - o Support site access needs, traffic impacts, security requirements, and amenities necessary to support the DHS workforce

- o Align to CBP and DHS design standards, the principles of low impact development and sustainable buildings, and resiliency needs

· City may assist in the planning of the proposed project by drafting a conceptual proposal and submitting such proposal to CBP for evaluation.

After execution of MOU, City of Laredo will have to sign DHS/CBP Non-Disclosure Agreement (NDA). CBP intends to provide information to the City regarding its requirements for real property, facilities, and other infrastructure as it relates to the design and construction of the proposed project and to explore and continue to discuss with the City the overall feasibility of the proposed project from an operational and budgetary standpoint.

This MOU represents the intent of the Participants at this point in time and is expressed at a time when adequate information regarding the final scope or available funding for the proposed project is not known. In the event that proposal planning and development results in a viable project, the Participants intend to negotiate subsequent agreements setting forth the Participants' respective roles and responsibilities.

The Participants acknowledge that neither this MOU nor any course of conduct by any Party subsequent to the effective date of this MOU will constitute an obligation or commitment of any Party to enter into an agreement or give rise to any obligation to enter upon or consummate the Proposed Project.

COMMITTEE RECOMMENDATION

Airport Advisory Board regular scheduled meeting on September 12, 2018, did not have a quorum.

STAFF RECOMMENDATION

Approval of this Resolution.

	Fiscal Impact
Fiscal Year:	2018-2019
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A
FINANCIAL IMPACT:	
	N/A

Attachments

RESOLUTION NO. 2018-R-136

AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE DEPARTMENT OF HOMELAND SECURITY (DHS), U.S. CUSTOMS AND BORDER PROTECTION (CBP), AND THE CITY OF LAREDO TO SERVE AS A GUIDE FOR FUTURE DISCUSSIONS AND ACTIONS TO FACILITATE THE PLANNING AND DEVELOPMENT OF THE PROPOSED MASTER PLAN FOR CBP AND DHS FACILITIES REQUIREMENTS IN LAREDO, TX.

WHEREAS, the Airport Director recommends that the City Council approves a Memorandum of Understanding (MOU) between the Department of Homeland Security (DHS), U.S. Customs and Border Protection (CBP), and the City of Laredo to serve as a guide for future discussions and actions to facilitate the planning and development of the proposed Master Plan for CBP and DHS facilities requirements in Laredo, TX.

WHEREAS, the Airport Advisory Board finds that said MOU between the Department of Homeland Security (DHS), U.S. Customs and Border Protection (CBP), and the City of Laredo to serve as a guide for future discussions and actions to facilitate the planning and development of the proposed Master Plan for CBP and DHS facilities requirements in Laredo, TX is in the best interest of the Airport and recommends that the City Council approve it; and

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Director and of the Airport Advisory Board agrees with same.

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

Section 1: The City Manager be hereby authorized to execute a Memorandum of Understanding (MOU) between the Department of Homeland Security (DHS), U.S. Customs and Border Protection (CBP), and the City of Laredo to serve as a guide for future discussions and actions to facilitate the planning and development of the proposed Master Plan for CBP and DHS facilities requirements in Laredo, TX.

Section 2: The Resolution shall become effective upon passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS THE ____ DAY OF _____, 2018.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
KRISTINA L. HALE
CITY ATTORNEY

City Council-Special

Meeting Date: 09/25/2018

Initiated By: Horacio A. De Leon, City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer

SUBJECT

Consideration for approval to award an Engineering Services Contract to Data Transfer Solutions, LLC., San Antonio, Texas, for an amount not to exceed \$278,880.00 to create and establish the City of Laredo Pavement Management System. The work shall be completed in one hundred fifty (150) days from notice to proceed, approximately by February 2019. Funding is available in the Capital Improvement Funds.

PREVIOUS COUNCIL ACTION

On June 18, 2018, City Council approved the selection of consultant Data Transfer Solutions, LLC., San Antonio, Texas, for the City of Laredo Pavement Management System; and authorization to negotiate a professional services contract.

BACKGROUND

Scope of services include, but are not limited to:

Provide professional services to develop a fully functioning Pavement Management System (PMS) for the City's road network. This will include conducting verification of the existing road inventory and performing pavement distress surveys for approximately 680 miles of roads within the City. Evaluate and recommend an appropriate PMS software program and implement the software as part of this project. The City will purchase and furnish the selected software.

Fee breakdown is as follows:

Task	Description	Units	Unit Cost	Total
1	Centerline review, route planning and mobilization	1	\$5,000.00	\$5,000.00
2a	Mobile image data collection of pavement and ROW imaging (units = centerline miles)	763	\$120.00	\$91,560.00
2b	Pavement condition index per the ASTM D6433 including width (units = centerline miles)	763	\$140.00	\$106,820.00
3	MicroPaver software, database development, import and training	1	\$38,000.00	\$38,000.00
4	Pavement condition final report	1	\$10,000.00	\$10,000.00
5	Videologger	1	\$20,000.00	\$20,000.00

6	Field validation (up to one on-site trip for not more than 12 hours)	1	\$7,500.00	\$7,500.00
	Based on 763 Centerline Miles			
Total Fee				\$278,880.00

The work is to be completed in one hundred fifty (150) days from notice to proceed, approximately by February 2019.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year: 2018
Budgeted Y/N?: Yes
Source of Funds: Capital Improvement Fund
Account #: 402-4310-533-5526
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the Capital Improvements Funds, Consultant Fee account number 402-4310-533-5526.

Attachments

Proposal submitted by Data Transfer Solutions, LLC.

City of Laredo, TX
Pavement Management System
Pavement Data Collection and Pavement Management System

Task 1 - Project Setup

1.1 *Project Initiation*

Upon notice to proceed the CONSULTANT will arrange a kick-off meeting to confirm the project requirements and scheduling. The kick-off meeting will include proposed key personnel and the OWNER's project members. During the meeting, CONSULTANT will present the proposed Project Approach, which includes project equipment, software, methodology, schedules and deliverables. The proposed approach will be finalized based on the OWNER requirements and decisions during the meeting. CONSULTANT will request that the OWNER provide any existing database including previous inventory of street conditions, road centerlines, Geographic Information System (GIS) layers and aerial imagery for project use. Project communication protocol, documentation, accounting methodologies, data format and standards will be confirmed during the meeting.

1.2 *GIS Centerline/Data Import and Data Preparation*

CONSULTANT will use the existing centerline data provided by the OWNER and create a pavement database based on the OWNER's centerline layer. Each road segment record in the centerline layer will have a corresponding record in the pavement database. The OWNER represents that the City of Laredo centerline contains approximately 680 centerline miles of roadway.

The OWNER will provide a copy of the existing pavement databases. The CONSULTANT will import the existing pavement management related data, such as pavement width, pavement type, etc. to a database and prepare for data collection.

CONSULTANT will communicate with the OWNER to gather required information to define all of the distress types. Based on this information, a Pavement Condition Index (PCI) rating manual will be created to identify and define each distress type and its severity and extent (based on the ASTM-D6433 testing methodology for roads and parking lots).

CONSULTANT will provide the OWNER with a GPS "breadcrumb" file of data collection routes and image locations containing X,Y,Z in Texas State Plane Coordinates.

1.3 *Project Management*

CONSULTANT will provide project management for the duration of the project, including coordinating and attending meetings via web meetings or in person with OWNER, data research

and collection efforts as required, preparing weekly progress reports and schedule updates.

Task 1 Deliverables:

- Meeting minutes, Project Implementation Plan and project schedule.
- Pavement distress rating manual.
- Weekly progress reports and schedule updates.

Task 2 - Pavement Data and Image Capture

The CONSULTANT will collect roadway data and images for 680 centerline miles of the OWNER's roadway using its fleet of Mobile Asset Collection (MAC) data collection vehicles.

2.1 *System Setup, Mobilization and Pilot Project*

CONSULTANT will set up the data collection system and pavement management system so that all GIS and database system data are integrated and properly configured.

CONSULTANT will mobilize one or more Mobile Asset Collection (MAC) Laser Road Imaging Systems (LRIS) vehicles to OWNER site.

CONSULTANT will work with the OWNER to set up a pilot project area so initial sample data can be collected and verified. CONSULTANT will collect data on the pilot project area and review the result with the OWNER and acquire approval for full size project implementation.

2.2 *Field Data and Image Capture*

The DTS team consists of a driver and operator (CONSULTANT) who will systematically drive the MAC LRIS vehicle on the road segment listings provided by the OWNER. The CONSULTANT will collect pavement data with two-way roads receiving two passes and one-way roads receiving a single pass per lane. CONSULTANT proposes to use its MAC LRIS vehicle line scan camera with laser illumination and four right-of-way cameras to capture pavement and ROW images to be used during the pavement rating process. Unpaved roads will not be surveyed.



A DTS Mobile Asset Collection (MAC) Vehicle

The DTS Mobile Asset Collection vehicle is equipped with:

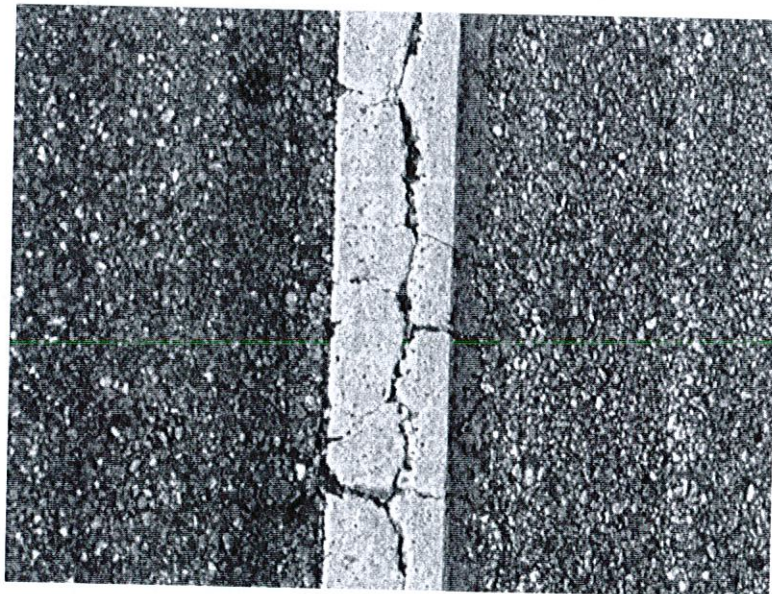
- **High-resolution right-of-way digital cameras** – Allied Vision Prosilica GX1920C GigE, frame rate of 15 images per second and 1936 x 1456 color resolution
- **Laser Road Imaging System (LRIS) pavement imaging system** – collects high-definition pavement images used to extract distress type severity and extent measurements. 4096 pixel/line, 28,000 lines/sec, 1mm resolution
- **ApplanixPOS220V inertial measuring unit (IMU)** – centimeter-level positioning of MAC van during collection
- **DMI equipment** – distance measuring instrument used for system integration
- **GPS equipment** – used for mapping level positioning of the vehicle, heading information and positional tagging of images. 2 positional units, 1 differential unit
- **Servers** – on board servers for storing data, processing images and storing profiler, GPS, DMI and IMU data
- **Surface (road) profiler** – used for precise pavement ride and rut measurement

The MAC system collects pavement and right-of-way images, IMU, DMI and profiler data concurrently. The CONSULTANT'S MAC LRIS vehicles will also collect imagery for other ROW assets not a part of the current project such as signs, signals, guardrail, manholes, light poles, hydrants, sidewalks, and ramps, etc. The CONSULTANT will collect pavement condition data on 680 centerline miles.

2.3 *Pavement Surface Imaging Rating*

CONSULTANT MAC LRIS vehicle pavement imaging sensors are oriented from nadir (straight-down) to achieve the best perspective, laser-illuminated to ensure uniform image contrast and GIS-integrated to provide geospatial distress vectors (points, lines and polygons) that can be loaded and verified using GIS.

- CONSULTANT will utilize a downward-facing, progressive line scan camera that provides high-resolution images (1mm pixel, 4,000 pixels wide, and ~12 feet width) of the pavement surface to clearly detect and quantify distresses.
- pavement surface imaging (JPEG format) will span the data collection lane from left lane stripe to right lane stripe, and will provide continuous pavement coverage
- image resolution will be such that all visual cracking distresses can be accurately identified and quantified
- images will have a minimum horizontal resolution of 4,000 pixels or better
- images will be synchronized with OWNER'S centerline file
- DTS will collect longitudinal profile and roughness data (IRI) to provide a ride condition index for each segment



Pavement Image Captured with the 4K Laser Road Imaging System

2.4 Pavement Condition Evaluation

With the pavement image collection started, CONSULTANT will begin processing pavement images. This allows CONSULTANT to begin the pavement distress rating process concurrent with the image collection.

Once pavement images and distress mapping processing is complete for each collection day, CONSULTANT'S experienced pavement evaluators will review each street segment's images for a complete and thorough evaluation of the existing pavement condition per the ASTM D6433 pavement distress rating process including the following distresses: alligator cracking, longitudinal cracking, transverse cracking, raveling, flushing and patching. The EarthShaper software allows distress vectors to be viewed and edited through this workflow. The CONSULTANT has designed the EarthShaper asset data extraction software by optimizing the performance of visualization/QC of the roadway condition and inventory data.



Pavement Condition Evaluation within EarthShaper™ software

IRI (International Roughness Index) will be collected using profiler equipment that meets ASTM standards. CONSULTANT utilizes a surface profiling system manufactured by

International Cybernetics Corporation (ICC) for evaluating the smoothness of pavement.

Task 2 Deliverables:

- CONSULTANT will provide right-of-way imagery for segments collected in a JPEG format.
- CONSULTANT will provide downward-facing pavement imagery for segments collected.
- CONSULTANT shall provide a GIS file geodatabase of distresses containing the Type, Severity and Extent of distresses along the road segment as defined by the ASTM D6433 sampling methodology along with sample locations.
- CONSULTANT will provide measurement of pavement width to the nearest foot

Task 3-MicroPAVER Implementation

CONSULTANT will work with the OWNER on developing a Pavement Management System utilizing and setting up PAVER v.7.0.9 subscription. CONSULTANT will work with the OWNER on life cycle modeling, maintenance and rehabilitation family updates, budget scenarios, and reports. Understanding the budget constraints that municipalities face, this project will consider those constraints (OWNER specific) and demonstrate how the PAVER™ system and its various reporting options can assist in addressing these financial issues. This will be done by creating an efficiently sectioned database and providing updated condition data according to the ASTM D6433 standard, building OWNER specific pavement lifecycle models and cost tables, and generating various multi-year scenarios that will provide the OWNER with the ability to determine their best course of action. Actionable items within the work plans can direct the efforts of the OWNER and provide the data necessary to calculate the penalty costs of deferring maintenance associated with each scenario.

Task 3 Deliverables:

- OWNER will provide the CONSULTANT with a GIS shapefile with street segmentation
- OWNER will populate required fields for PAVER database
- CONSULTANT will assist OWNER in building PAVER database
- CONSULTANT will load collected pavement condition data into PAVER system
- CONSULTANT will provide data quality control, lifecycle modeling, prediction modeling, maintenance and rehabilitation family updates, budget scenarios, and reports
- CONSULTANT will provide training for up to two days on PAVER including training on both inspection and program administration

Task 4 - Pavement Final Report

Once the Pavement Condition Index (PCI) has been calculated, CONSULTANT will provide the OWNER a 5-year pavement rehab/resurfacing/repair programs based on the OWNER's pavement condition evaluation.

CONSULTANT will deliver a Final Pavement Condition Index Report and pavement preservation plan for the project including:

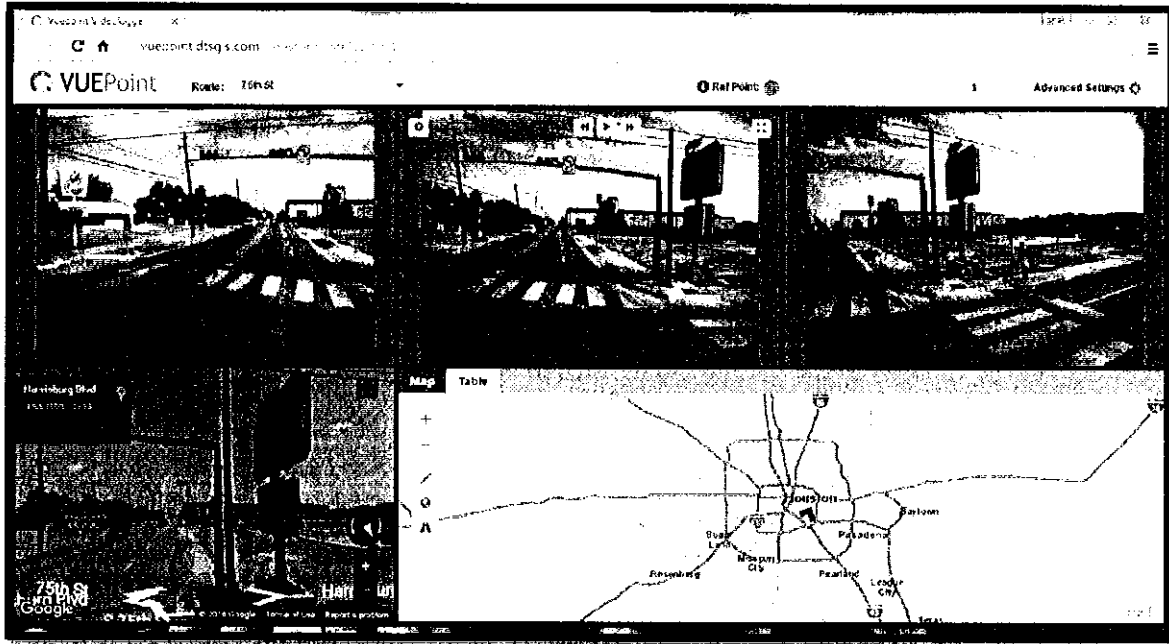
- Executive Summary
- Project methodology and pavement data
- Street segment PCI
- Annual pavement maintenance program with recommendations for improvement, repair and treatment types and development of unit cost estimates
- Budget deferral analysis with goals and priorities and guidelines for selecting treatments with ranking criteria
- Exhibits showing PCI and street segment length, lanes and pavement type

Task 4 Deliverables:

- CONSULTANT will deliver a Final Pavement Condition Index Report.

Task 5- VUEPoint Videologger

VUEPoint is CONSULTANTS GIS web-based videolog and pavement viewing application that ingests data collected by our fleet of MAC vehicles. VUEPoint allows for multiple camera views and other features including query routes, and see roadway and right-of-way images on a route and playing the video after selecting a starting point on a road.



Sample Image of a Videologger DTS Built for City of Houston

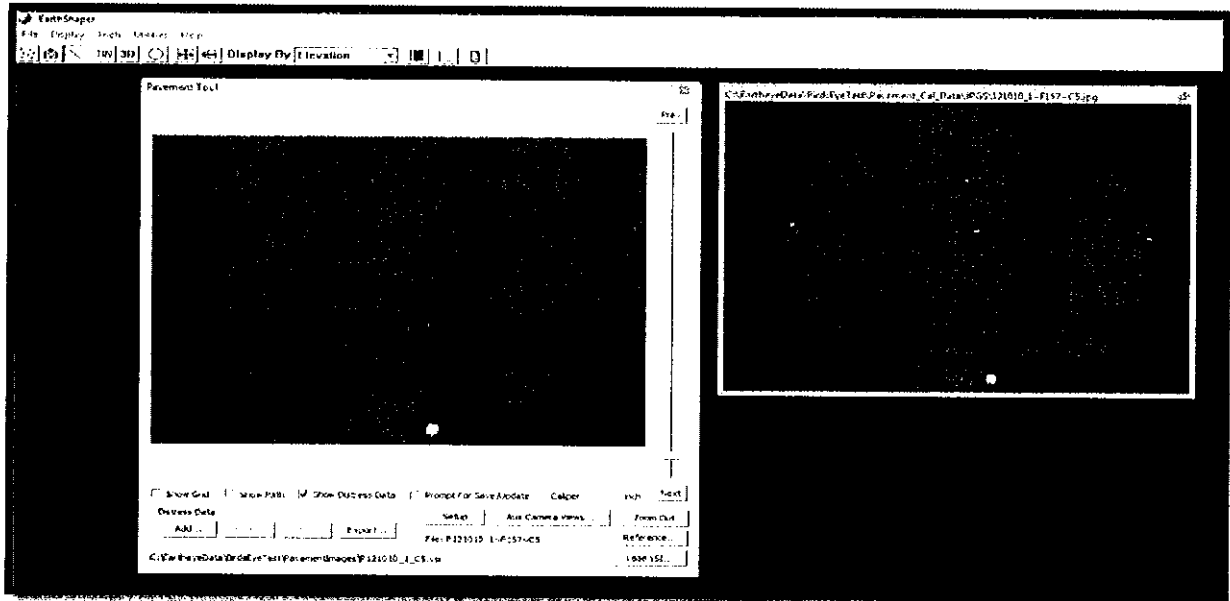
Task 5 Deliverables:

- CONSULTANT will deliver VUEPoint videologger

Task 6 - Quality Assurance and Quality Control

The CONSULTANT will perform quality assurance and quality control on all data collected.

CONSULTANT has a proven Quality Assurance (QA)/Quality Control (QC) procedure for all MAC image collection projects. CONSULTANT'S QC procedures begin with MAC vehicle collection process. For the OWNER, a MAC calibration site(s) will be established that consists of up to 10 point locations nailed, painted and surveyed in a location easily accessible to the MAC LRIS vehicle.



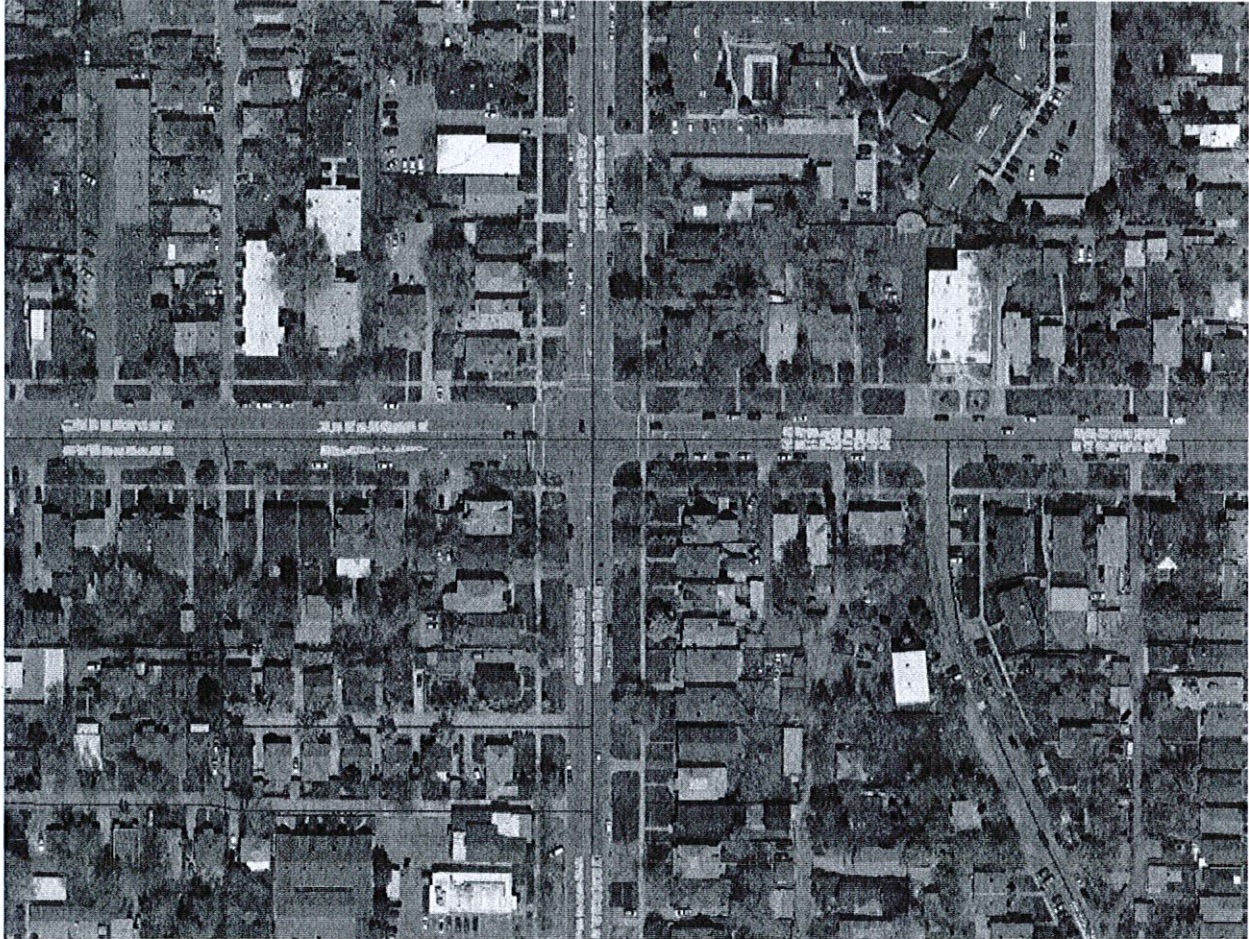
Calibration Site Checked Daily to Ensure the Accuracy of Collection

The MAC technician will check each camera's exposure rate, image quality and GPS and IMU operation to ensure the MAC system is recording the image, GPS, DMI and IMU data and that the GPS location is within the stated project tolerance. Each collection day's calibration collection will be documented in the MAC collection log book. The MAC collection log book also contains information such as date, location, technician, driver, any issues that developed during the collection day and DMI calibration runs. CONSULTANT will maintain a Microsoft Access database of any collection or other project issues. All project team personnel including OWNER personnel will have access to the database to log comments, check the status of issues and have one central repository to track project issues and resolutions.

During image collection, the MAC technician reviews the images collected on-screen as they are collected and any issue with image clarity requires the collection run to end and the image quality issue to be resolved. Once resolved, the collection run begins from the beginning for the road segment collected. The MAC technician also monitors GPS reception during collection. If GPS reception is lost (measured using PDOP – positional dilution of precision), the MAC technician stops the collection and resolves the GPS reception issue. Collection begins again once the GPS reception issue is resolved. All issues resulting in the collection run being stopped will be recorded in the MAC collection log book along with the resolution.

With a completed collection drive delivered to CONSULTANT headquarters in Orlando, images are post processed and provided to the image QC Officer who will perform quality control checks on each delivery provided. The QC Officer will visually review the collection routes for image quality. All collection runs that are considered of low quality will be marked for recollection before the MAC vehicle(s) is allowed to leave the Laredo region.

Additionally, CONSULTANT will provide independent quality checks via field verification to confirm accuracy of automated data collection. CONSULTANT utilizes walk-out maps that display pavement distress data for field confirmation and acceptance.



CONSULTANT field Maps utilized for field verification of pavement distress data

Task 6 Deliverables:

- CONSULTANT will perform field verification of pavement condition scores with OWNER staff, if requested, to answer questions and resolve discrepancies in data and field observations.

ACCEPTANCE CRITERIA

The results of the data collection will be quality checked for rating consistency by CONSULTANT to ensure the accuracy and quality of deliverables. Additionally, deliverables will be checked for missing and/or duplicate assets. A 97% accuracy rate is expected and Quality Control checks will be based on the batch/sample size of the delivery (see Table A below to determine sample size for the appropriate accuracy rate).

For any measurement that is needed, accuracy will be measured to the nearest foot. If the data has more errors than allowable the set of data will be corrected. This process will be repeated until each set of data is within the allowable limits.

Method of measurement of acceptable quality level (AQL)

Each attribute captured for an asset counts as one unit of measure. Each physical measurement required for an asset location counts as one attribute or unit of measure. The following location information also counts as an attribute or unit of measure for each asset: Physical presence (when captured as per source = correct, not captured or missed = incorrect) In the event of a duplicate capture of an asset, the total number of attributes or units of measure for the duplicate asset(s) will be deducted from the total units of the sample set, and one error or unit of measure (incorrect physical presence) is charged.

TABLE A

Batch size			Sample Size (Normal)	Acceptance Rate (%)				
				99.0	98.5	97.5	96.0	93.5
2	to	8	2	≤ 0	≤ 0	≤ 0	≤ 0	≤ 0
9	to	15	3	≤ 0	≤ 0	≤ 0	≤ 0	≤ 0
16	to	25	5	≤ 0	≤ 0	≤ 0	≤ 0	≤ 1
26	to	50	8	≤ 0	≤ 0	≤ 0	≤ 1	≤ 1
51	to	90	13	≤ 0	≤ 0	≤ 1	≤ 1	≤ 2
91	to	150	20	≤ 0	≤ 1	≤ 1	≤ 2	≤ 3
151	to	280	32	≤ 1	≤ 1	≤ 2	≤ 3	≤ 5
281	to	500	50	≤ 1	≤ 2	≤ 3	≤ 5	≤ 7
501	to	1,200	80	≤ 2	≤ 3	≤ 5	≤ 7	≤ 10
1,201	to	3,200	125	≤ 3	≤ 5	≤ 7	≤ 10	≤ 14
3,201	to	10,000	200	≤ 5	≤ 7	≤ 10	≤ 14	≤ 21
10,001	to	35,000	315	≤ 7	≤ 10	≤ 14	≤ 21	≤ 21
35,001	to	150,000	500	≤ 10	≤ 14	≤ 21	≤ 21	≤ 21
150,001	to	500,000	800	≤ 14	≤ 21	≤ 21	≤ 21	≤ 21
500,001	and over		1250	≤ 21	≤ 21	≤ 21	≤ 21	≤ 21

Example: a delivery results in 100 assets – each asset has been determined to have 10 attributes to be captured (including the physical presence “attribute” for each asset) – thus total units of measure for the Batch size = 1,000 (100 x 10). Based on Table A, a Quality Control using a sample size of 80 units should be assessed for quality. With an expected accuracy of 97%, the allowable number of errors ≤ 5.

Proposed Schedule (City of Laredo) – completed in 150 days from Notice to Proceed

Task	Timeline
Centerline identification and mobile asset collection pre-planning	1 Day
Project kickoff meeting and Pilot Data Collection	5 Days
Mobile data collection (Pavement and ROW imagery)	45 Days
Pavement condition rating per the ASTM D6433 (concurrent with collection)	45 Days
MicroPAVER Installation, Implementation and Training	10 Days
Pavement Final Report	5 Days

**City of Laredo, Texas
Pavement Management System
Data Transfer Solutions, LLC**

Task	Description	Units	Unit Cost	Fee
1	Centerline Review, Route Planning and Mobilization	1	\$ 5,000.00	\$ 5,000.00
2a	Mobile Image Data Collection of Pavement and ROW Imaging (Units = Centerline Miles)	763	\$ 120.00	\$ 91,560.00
2b	Pavement Condition Index per the ASTM D6433 including Width (Units = Centerline Miles)	763	\$ 140.00	\$ 106,820.00
3	MicroPAVER Software, Database Development, Import and Training	1	\$ 38,000.00	\$ 38,000.00
4	Pavement Condition Final Report	1	\$ 10,000.00	\$ 10,000.00
5	Videologger	1	\$ 20,000.00	\$ 20,000.00
6	Field Validation (up to one onsite trip for not more than 12 hours)	1	\$ 7,500.00	\$ 7,500.00
Based on 763 Centerline Miles				
Fee Total				\$ 278,880.00

City Council-Special

Meeting Date: 09/25/2018

Initiated By: Ramon Chavez, Executive Director of Public Services

Staff Source: Robert A. Eads, Traffic Safety Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award two year service contract FY18-084 to the sole bidder, Cantu Electric, Laredo, Texas in an annual amount up to \$500,000.00 for electrical services necessary for the installation and maintenance of street lights & traffic signal lights for the City of Laredo Traffic Safety Department. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution and subject to future appropriations. This contract has three, 1 year extension periods upon mutual agreement of the parties. All services will be purchased on an as needed basis. Funding is available in respective departmental budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City went out on formal bid solicitations through Cit-E-Bid for awarding contract for electrical services necessary for the installation/maintenance including: materials, machinery, equipment, labor, and all other services necessary for the maintenance of street lights (not maintained by AEP) and traffic signal lights throughout the City of Laredo. Staff is recommending that this contract be awarded to the sole bidder Cantu Electric, Laredo, Texas.

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three (3), additional one (1) year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one (1) year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. 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.

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2019
Budgeted Y/N?: Yes
Source of Funds:
Account #: 10126135232018
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Fiscal Year: 2019
Budgeted Y/N?: Yes
Source of Funds:
Account #: 10126505232017
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Attachments

Bid Tab FY18-084
Contract FY18-084

						Cantu Electric Co., Inc	
						Total Price	\$413,255.50
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended
1	Service call not requiring the usage of any he			50	Flat Rate Each	<u>\$75.00</u>	\$3,750.00
2	Service call not requiring the usage of any he			8	Flat Rate Each	<u>\$112.00</u>	\$896.00
3	Service and repair Street Luminaries for pole			12	Flat Rate Each	<u>\$160.00</u>	\$1,920.00
4	Service and repair Street Luminaries for pole			75	Flat Rate Each	<u>\$90.00</u>	\$6,750.00
5	Service and repair Street Luminaries for pole			20	Flat Rate Each	<u>\$160.00</u>	\$3,200.00
6	Service and repair Street Luminaries for pole			20	Flat Rate Each	<u>\$100.00</u>	\$2,000.00
7	Installation or removal of illumination poles			5	Flat Rate Each	<u>\$300.00</u>	\$1,500.00
8	Installation or removal of illumination poles			8	Flat Rate Each	<u>\$300.00</u>	\$2,400.00
9	Loading/transporting of traffic signal or illum			12	Hourly Rate	<u>\$250.00</u>	\$3,000.00
10	Use of Pole-setting machine capable of hand			12	Hourly Rate	<u>\$110.00</u>	\$1,320.00
11	Use of Pole-setting machine capable of hand			12	Hourly Rate	<u>\$110.00</u>	\$1,320.00
12	Installation of wooden pole. Includes equiprn			6	Each	<u>\$450.00</u>	\$2,700.00
13	Drill shaft complete with concrete foundatio			8	Each	<u>\$1,450.00</u>	\$11,600.00
14	Drill shaft complete with concrete foundatio			12	Each	<u>\$2,500.00</u>	\$30,000.00
15	Drill shaft complete with concrete foundatio			4	Each	<u>\$3,800.00</u>	\$15,200.00
16	Provide (150 Watts) Ballast for High Pressure			2	Each	<u>\$90.00</u>	\$180.00
17	Provide (250 Watts) Ballast for High Pressure			2	Each	<u>\$95.00</u>	\$190.00
18	Provide (400 Watts) Ballast for High Pressure			2	Each	<u>\$95.00</u>	\$190.00
19	Provide (1000 Watts) Ballast for High Pressur			2	Each	<u>\$168.00</u>	\$336.00
20	Provide 6AWG conductor wire for street ligh			50	Linear Foot	<u>\$0.65</u>	\$32.50
21	Provide (150 Watts) Light Bulb for High Press			2	Each	<u>\$21.00</u>	\$42.00
22	Provide (250 Watts) Light Bulb for High Press			2	Each	<u>\$21.00</u>	\$42.00
23	Provide (400 Watts) Light Bulb for High Press			2	Each	<u>\$21.00</u>	\$42.00
24	Provide (1000 Watts) Light Bulb for High Pre:			2	Each	<u>\$69.00</u>	\$138.00
25	Backhoe to excavate minimum 2', maximum			12	Hourly Rate	<u>\$22.00</u>	\$264.00
26	Backhoe to excavate minimum 2', maximum			12	Hourly Rate	<u>\$65.00</u>	\$780.00
27	Provide and install Siamese Cable for Vivids			100	Linear Foot	<u>\$10.00</u>	\$1,000.00
28	Install Siamese Cable for VividsMaterials pro			100	Linear Foot	<u>\$7.50</u>	\$750.00
29	Trenching on concrete surface minimum 2', i			100	Linear Foot	<u>\$8.50</u>	\$850.00
30	Trenching on asphalt surface minimum 2', m			300	Linear Foot	<u>\$8.00</u>	\$2,400.00
31	Trenching on dirt surface minimum 2', maxim			100	Linear Foot	<u>\$3.00</u>	\$300.00
32	Boring on dirt for installation of 2" - 3" unde			1000	Linear Foot	<u>\$25.00</u>	\$25,000.00
33	Boring on dirt for installation of 4" undergro			1000	Linear Foot	<u>\$25.00</u>	\$25,000.00
34	Boring on rock for installation of 2" - 3" unde			75	Linear Foot	<u>\$30.00</u>	\$2,250.00
35	Boring on rock for installation of 4" undergrc			75	Linear Foot	<u>\$30.00</u>	\$2,250.00

36	Installation of 1" PVC conduit complete inclu	50	Linear Foot	<u>\$1.50</u>	\$75.00
37	Installation of 1" PVC conduit complete.Inclu	50	Linear Foot	<u>\$1.00</u>	\$50.00
38	Installation of 1-1/4" PVC conduit complete i	100	Linear Foot	<u>\$1.75</u>	\$175.00
39	Installation of 1-1/4" PVC conduit complete.	150	Linear Foot	<u>\$1.00</u>	\$150.00
40	Installation of 2 - 3" PVC conduit complete ir	200	Linear Foot	<u>\$2.75</u>	\$550.00
41	Installation of 2"- 3" PVC conduit complete. l	400	Linear Foot	<u>\$1.25</u>	\$500.00
42	Installation of 4" PVC conduit complete inclu	100	Linear Foot	<u>\$3.00</u>	\$300.00
43	Installation of 4" PVC conduit. Includes remo	400	Linear Foot	<u>\$2.25</u>	\$900.00
44	Saw cut concrete pavement and install loop	300	Linear Foot	<u>\$4.00</u>	\$1,200.00
45	Saw cut concrete pavement and install loop	500	Linear Foot	<u>\$2.50</u>	\$1,250.00
46	Saw cut asphalt pavement and install loop de	300	Linear Foot	<u>\$3.50</u>	\$1,050.00
47	Saw cut asphalt pavement and install loop de	1000	Linear Foot	<u>\$3.00</u>	\$3,000.00
48	Concrete foundation for traffic signal control	3	Each	<u>\$2,750.00</u>	\$8,250.00
49	Installation of pull box complete w/apron inc	3	Each	<u>\$400.00</u>	\$1,200.00
50	Install #6 cable wire up to three conductors l	500	Linear Foot	<u>\$2.00</u>	\$1,000.00
51	Provide and install #12 cable wire 7 conduct	50	Linear Foot	<u>\$2.50</u>	\$125.00
52	Provide and install #12 cable wire 7 conduct	500	Linear Foot	<u>\$2.25</u>	\$1,125.00
53	Provide and install #12 cable wire 5 conduct	500	Linear Foot	<u>\$1.80</u>	\$900.00
54	Provide and install #12 cable wire 5 conduct	500	Linear Foot	<u>\$1.50</u>	\$750.00
55	Provide and install coaxial cable for antenna	500	Linear Foot	<u>\$1.65</u>	\$825.00
56	Provide and install Category 5 cable for videx	500	Linear Foot	<u>\$1.65</u>	\$825.00
57	Provide and install #12 cable wire 3 conduct	500	Linear Foot	<u>\$1.50</u>	\$750.00
58	Enlarging pre-existing cement foundations fc	4	Each	<u>\$400.00</u>	\$1,600.00
59	Provide and install #12 cable wire 12 conduc	500	Linear Foot	<u>\$3.25</u>	\$1,625.00
60	Provide and install #12 cable wire 12 conduc	500	Linear Foot	<u>\$3.00</u>	\$1,500.00
61	Provide and install 1 1/4" Rigid metal condui	50	Linear Foot	<u>\$3.50</u>	\$175.00
62	Install and wire 3 section traffic signal compl	16	Each	<u>\$130.00</u>	\$2,080.00
63	Install and wire 4 section traffic signal compl	4	Each	<u>\$175.00</u>	\$700.00
64	Install and wire 5 section traffic signal compl	12	Each	<u>\$200.00</u>	\$2,400.00
65	Install and wire Pedestrian WLK/DWLK assen	8	Each	<u>\$325.00</u>	\$2,600.00
66	Clean, strip, and paint Mast arms up to 35' ir	12	Each	<u>\$250.00</u>	\$3,000.00
67	Clean, strip, and paint Pedestrian signal pole	12	Each	<u>\$95.00</u>	\$1,140.00
68	Bid for testing lab of concrete foundations fc	8	Each	<u>\$175.00</u>	\$1,400.00
69	Bid to Saw Cut concrete/asphalt (Sidewalks,	100	Linear Foot	<u>\$5.50</u>	\$550.00
70	Bid to replace / repair concrete and/or asph:	10	Cubic Yard	<u>\$75.00</u>	\$750.00
71	Install #12 cable wire 7 conductor aerial for t	1000	Linear Foot	<u>\$0.90</u>	\$900.00
72	Install #12 cable wire 7 conductor undergrou	4000	Linear Foot	<u>\$0.95</u>	\$3,800.00
73	Install #12 cable wire 5 conductor aerial for t	300	Linear Foot	<u>\$1.50</u>	\$450.00
74	Install #12 cable wire 5 conductor undergrou	4000	Linear Foot	<u>\$1.00</u>	\$4,000.00

75	Install coaxial cable for antenna and radio co	1000	Linear Foot	<u>\$1.85</u>	\$1,850.00
76	Install Category 5 cable for video communic	500	Linear Foot	<u>\$1.55</u>	\$775.00
77	Install #12 cable wire 3 conductor for traffic	500	Linear Foot	<u>\$0.90</u>	\$450.00
78	Install #12 cable wire 12 conductor aerial for	300	Linear Foot	<u>\$1.25</u>	\$375.00
79	Install #12 cable wire 12 conductor undergrc	1000	Linear Foot	<u>\$1.25</u>	\$1,250.00
80	Install 1 1/4" Rigid metal conduit completeM	50	Linear Foot	<u>\$2.00</u>	\$100.00
81	Use of Vacuum Truck to Pot-hole for undergi	50	Hourly Rate	<u>\$95.00</u>	\$4,750.00
82	Install ADA ramps as required by City/TXDOT	30	Per Ramp	<u>\$1,200.00</u>	\$36,000.00
83	Provide the service of a Master Electrician fo	1000	Linear Foot	<u>\$0.75</u>	\$750.00
83 ALT1	Line item should be per hour.	30	Hourly Rate	\$25.00	
84	Provide the service of a Journey Man Electric	30	Hourly Rate	<u>\$20.00</u>	\$600.00
85	Provide Air Compressor w/Hammer to use w	32	Hourly Rate	<u>\$70.00</u>	\$2,240.00
86	Service call - Requiring the use of a Bucket T	12	Hourly Rate	<u>\$75.00</u>	\$900.00
87	Installation of signal pole/mast arm complet	8	Each	<u>\$1,000.00</u>	\$8,000.00
88	Installation of signal pole/mast arm complet	4	Each	<u>\$1,250.00</u>	\$5,000.00
89	Removal of wooden pole. Includes equipmer	12	Each	<u>\$500.00</u>	\$6,000.00
90	Install Guy wire anchor for wooden pole sup	12	Each	<u>\$140.00</u>	\$1,680.00
91	Install Span Wire for Traffic SignalsMaterials	500	Linear Foot	<u>\$1.25</u>	\$625.00
92	Transfer Traffic Cabinet from Shop and instal	3	Each	<u>\$1,250.00</u>	\$3,750.00
93	Removal of traffic cabinet foundation. Includ	6	Each	<u>\$450.00</u>	\$2,700.00
94	Install sidewalk(s)/retaining wall(s) as requir	100	Linear Foot	<u>\$37.50</u>	\$3,750.00
95	Install Vivid camera.Materials provided by th	8	Each	<u>\$55.00</u>	\$440.00
96	Install Electrical Service for Traffic Cabinet.In	3	Each	<u>\$2,250.00</u>	\$6,750.00
97	Removal of traffic cabinet foundationand bre	2	Each	<u>\$400.00</u>	\$800.00
98	Install Pedestrian Pole w/base.	8	Each	<u>\$160.00</u>	\$1,280.00
99	Install School Flasher, Includes transfer from	4	Each	<u>\$800.00</u>	\$3,200.00
100	Use of Skytran/Forklift	4	Hourly Rate	<u>\$150.00</u>	\$600.00
101	Emergency Use of Skytran/Forklift	4	Hourly Rate	<u>\$200.00</u>	\$800.00
102	Install/pour 2 Sacks concrete to cover under;	10	Yards	<u>\$138.00</u>	\$1,380.00
103	Install Communication Antenna on Traffic M	4	Each	<u>\$180.00</u>	\$720.00
104	Install Street Name Sign on Traffic Mast Arm	4	Each	<u>\$30.00</u>	\$120.00
105	Install Illuminated Street Name Sign on Traff	2	Each	<u>\$300.00</u>	\$600.00
106	Provide/install #4 wire for High Mask Lumin	100	Linear Foot	<u>\$1.98</u>	\$198.00
107	Install # 4 wire for high Mast Luminaries Mat	100	Linear Foot	<u>\$1.50</u>	\$150.00
108	Install # 12 cable wire 2 conductor –aerial fo	500	Linear Foot	<u>\$1.50</u>	\$750.00
109	Install # 12 Cable wire 4 Conductor aerial for	500	Linear Foot	<u>\$1.50</u>	\$750.00
110	Install # 12 Cable wire 9 Conductor aerial for	200	Linear Foot	<u>\$0.90</u>	\$180.00
111	Install # 12 cable wire 2 Conductor-undergro	1000	Linear Foot	<u>\$0.95</u>	\$950.00
112	Install # 12 cable wire 4 Conductor-undergro	1000	Linear Foot	<u>\$1.10</u>	\$1,100.00

113	Install # 12 cable Wire 9 Conductor, undergr	1000	Linear Foot	<u>\$0.95</u>	\$950.00
114	Provide/Install # 12 cable wire 2 Conductor a	100	Linear Foot	<u>\$1.00</u>	\$100.00
115	Provide/Install # 12 cable wire 4 conductor a	100	Linear Foot	<u>\$1.60</u>	\$160.00
116	Provide/Install # 12 cable wire 9 Conductor a	100	Linear Foot	<u>\$3.00</u>	\$300.00
117	Provide/Install # 12 cable wire 2 conductor u	300	Linear Foot	<u>\$1.60</u>	\$480.00
118	Provide/Install # 12 cable wire 4 Conductor u	300	Linear Foot	<u>\$1.60</u>	\$480.00
119	Provide/Install # 12 cable wire 9 conductor u	300	Linear Foot	<u>\$3.00</u>	\$900.00
120	Use of Welder and /or Cutting Torch/Grinder	8	Hourly Rate	<u>\$65.00</u>	\$520.00
121	Emergency use of Welder and/or Cutting Tor	4	Hourly Rate	<u>\$75.00</u>	\$300.00
122	Install ADA Push Button w/sign and wiring. N	8	Each	<u>\$200.00</u>	\$1,600.00
123	ROW Construction Permit Includes Traffic Cc	10	Each	<u>\$250.00</u>	\$2,500.00
124	Cut Branches off trees that are obstructing T	24	Hourly Rate	<u>\$85.00</u>	\$2,040.00
125	Pulling and removal of cable wire from job si	4000	Linear Foot	<u>\$0.95</u>	\$3,800.00
126	Pulling and removal of cable wire from job si	4000	Linear Foot	<u>\$0.95</u>	\$3,800.00
127	Install # 6 cable wire 4-5 conductor for stree	1000	Linear Foot	<u>\$2.25</u>	\$2,250.00
128	Bid to Saw Cut Asphalt. Emergency repairs. li	100	Linear Foot	<u>\$5.50</u>	\$550.00
129	Bid to replace/repair asphalt according to Cit	50	Square Yard	<u>\$40.00</u>	\$2,000.00
130	Asphalt/Concrete Core Drill for Installation o	50	Hourly Rate	<u>\$45.00</u>	\$2,250.00
131	Asphalt/Concrete Core Drill for Installation o	50	Hourly Rate	<u>\$45.00</u>	\$2,250.00
132	High Mast Illumination Service Call not requi	60	Flat Rate Each	<u>\$75.00</u>	\$4,500.00
133	High Mast Illumination Service call not requi	10	Flat Rate Each	<u>\$85.00</u>	\$850.00
134	Service and Repair Luminaries for High Mast	10	Flat Rate Each	<u>\$375.00</u>	\$3,750.00
135	High Mast Illumination Prevention Maintena	25	Flat Rate Each	<u>\$375.00</u>	\$9,375.00
136	Install Ornamental pole: includes pick up of r	50	Flat Rate Each	<u>\$875.00</u>	\$43,750.00
137	Install breakaway stop sign w/foundation. Fc	20	Flat Rate Each	<u>\$325.00</u>	\$6,500.00
138	Relocate concrete foundation. Includes: potf	20	Flat Rate Each	<u>\$555.00</u>	\$11,100.00
139	Landscaping: Includes removal of trash, debr	300	Linear Foot	<u>\$2.25</u>	\$675.00

City of Laredo Purchasing (City of Laredo Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Enrique Aldape III Administrative Assistant II	Address	5512 Thomas Avenue	Address	1110 Houston St
Email	ealdape@ci.laredo.tx.us		Laredo, TX 78041		3rd floor
Phone	(956) 794-1733 x	Contact	Pedro Paredes	Contact	Laredo, TX 78043
Fax	(956) 790-1805 x		Traffic Safety Department		Jose A. Valdez, Jr.
		Department			City Secretary
Bid Number	FY18-084	Building	Public Works Service	Building	City Hall
Title	Electrical Services Contract – Traffic Safety Department		Center		3rd floor
Bid Type	RFB	Floor/Room		Floor/Room	
Issue Date	8/27/2018 04:56 PM (CT)	Telephone	(956) 795-2550 x	Telephone	
Close Date	9/13/2018 05:00:00 PM (CT)	Fax		Fax	
		Email		Email	
			pparedes@ci.laredo.tx.us		

Supplier Information

Company Cantu Electric Co., Inc
Address 1717 Bob Bullock Loop

 Laredo, TX 78043
Contact Christian Cantu
Department
Building
Floor/Room
Telephone (956) 723-3062
Fax (956) 722-3422
Email cantuelectric@cantuelectric.com
Submitted 9/13/2018 11:11:49 AM (CT)
Total \$413,255.50

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Christian Cantu

Email c.cantu_76@cantuelectric.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Request for Quote - Award by Total	This request for quote will be awarded by total to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.	Item Total
2	Questionnaire Description	"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".	(No Response Required)
3	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid		Cantu Electric Co., Inc Christian Cantu 9567233062
4	State how long under has the business been in its present business name		45 Years
5	If applicable, list all other names under which the Business identified above operated in the last five years		none
6	State if the Company is a certified minority business enterprise	The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.	(No Response Required)
7	Questions Part 1	1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?	no
8	Questions Part 2	1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?	no
9	State if the Company is a certified minority business enterprise		Disadvantaged Business Enterprise (DBE)

10 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

(No Response Required)

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 956-794-1731.

11 Conflict of Interest Questionnaire Form CIQ

For vendor or other person doing business with local governmental entity.

(No Response Required)

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12	Conflict of Interest Questionnaire	If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.	I attest there is no conflict of interest
13	Disclosure Form	For details on use of this form, see Section 4.01 of the City's Ethics Code.	(No Response Required)
14	This is a		New Submission
15	Question 1. Name of person submitting this disclosure form	Please include First Name, Middle Initial, Last Name and Suffix (if applicable)	Christian A. Cantu
16	Question 2. Contract Information	Please include the following: a)Contract or Project Name b)Originating Department	FY18-084 Electrical Service Contract -Traffic safety Department
17	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)		Christian Cantu Cantu Electric
18	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.		Not Applicable
19	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3	If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.	
20	Question 5. List any individuals or entities that will be subcontractors on this contract		Not Applicable
21	Question 5. List any individuals or entities that will be subcontractors on this contract	If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.	
22	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract		Not Applicable
23	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract	If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.	
24	Question 7. Disclosure of political contributions	List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a)	Not Applicable

		through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)	
25	Question 7. Disclosure of political contributions	If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.	
26	Updates on contributions required	Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.	(No Response Required)
27	Question 8. Disclosure of Conflict of Interest	Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?	I am not aware of any conflict of interest
28	8. Disclosure of Conflict of Interest	If you selected I am aware of conflict of interest is question 8, please list them in this section.	
29	Question 9. Updates Required	I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.	I have read and understand this section
30	Question 10. No Contract with City Officials or Staff during Contract Evaluation	I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.	I have read and understand this section
31	Question 11. Conflict of Interest Questionnaire (CIQ)	Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.	I have acknowledge that I have been advised
32	Question 11. Oath	Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date	Christian Cantu, Cantu Electric Co, Inc. Secretary, Corporation, 1972
33	Question 12. Oath	I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.	I swear or affirm information is correct
34	Company Information Questionnaire		I have completed this section

35 Conflict of Interest Questionnaire

I have completed this section

36 Non-Collusive Affidavit

I have completed and included this form

37 Discretionary Contracts Disclosure

I have completed this section

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

I will comply with this form

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

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 minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
 - (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific

reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:
City of Laredo - Purchasing Agent
5512 Thomas Ave.

Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded by total to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without

further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:

Jorge J. Jolly, Accounts Payable Manager

956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

INSURANCE REQUIREMENTS

I agree my insurance meets minimum requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

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

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

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

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

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

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Management department.

(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

41 Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION

I certify to the terms and conditions

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-O-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be

excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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.

I have read and understand this section

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) **Upon Award of Bid Only**

1.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a

business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Line Items

#	Qty	UOM	Description	Response
1	50	Flat Rate Each	Service call not requiring the usage of any heavy equipment/machinery. Only the use of a service truck. Includes labor to make minor repairs and identify malfunctions reported by the Traffic Department. Payment will be made on a Flat Rate per call basis. 8:00 A.M. to 5:00 P.M. Monday thru Friday	\$75.00
Item Notes:				
Supplier Notes:				
2	8	Flat Rate Each	Service call not requiring the usage of any heavy equipment/machinery. Only the use of a service truck. Includes labor to make minor repairs and identify malfunctions reported by the Traffic Dept. Payment will be made on a Flat Rate per call basis. 5:00 P.M. to 8:00 A.M. Monday thru Friday And 24 Hour Basis On Weekends and Holidays	\$112.00
Item Notes:				
Supplier Notes:				
3	12	Flat Rate Each	Service and repair Street Luminaries for poles up to 50' in height. Includes: Ballasts, lamps, lens, and/or lamp assemblies. Equipment and labor included in a Flat Rate per unit. Contractor provides materials 8:00 A.M. to 5:00 P.M. Monday thru Friday	\$160.00
Item Notes:				
Supplier Notes:				
4	75	Flat Rate Each	Service and repair Street Luminaries for poles up to 50' in height. Includes: Ballasts, lamps, lens, and/or lamp assemblies, fuses holders, photo cells, circuit breakers. Equipment and labor included in a Flat Rate per unit. Materials provided by the Traffic Dept. 8:00 A.M. to 5:00 P.M. Monday thru Friday	\$90.00
Item Notes:				
Supplier Notes:				
5	20	Flat Rate Each	Service and repair Street Luminaries for poles up to 50' in height. Includes: Ballasts, lamps, lens, and/or lamp assemblies, fuses holders, photo cells, circuit breakers. Equipment and labor included in a Flat Rate per unit. Contractor provides materials 5:00 P.M. to 8:00 A.M. Monday thru Friday and 24 hours basis on Weekends and Holidays	\$160.00
Item Notes:				
Supplier Notes:				

6	20	Flat Rate Each	Service and repair Street Luminaries for poles up to 50' in height. Includes: Ballasts, lamps, lens, and/or lamp assemblies, fuses holders, photo cells, circuit breakers. Equipment and labor included in a Flat Rate per unit. Materials provided by the Traffic Dept. 5:00 P.M. to 8:00 A.M. Monday thru Friday And 24 Hour Basis On Weekends and Holidays	\$100.00
---	----	-------------------	---	----------

Item Notes:

Supplier Notes:

7	5	Flat Rate Each	Installation or removal of illumination poles up to 50' long. Includes the transporting to and from Traffic yard to destination, equipment to do the task, and labor to accomplish assignment. Payment is a Flat Rate per Unit. Materials provided by the Traffic Dept. 8:00 A.M. to 5:00 P.M. Monday thru Friday	\$300.00
---	---	-------------------	---	----------

Item Notes:

Supplier Notes:

8	8	Flat Rate Each	Installation or removal of illumination poles up to 50' long. Includes the transporting to and from Traffic yard to destination, equipment to do the task, and labor to accomplish assignment. Payment is a Flat Rate per Unit. Materials provided by the Traffic Dept. 5:00 P.M. to 8:00 A.M. Monday thru Friday and 24 Hour Basis On Weekends and Holidays	\$300.00
---	---	-------------------	--	----------

Item Notes:

Supplier Notes:

9	12	Hourly Rate	Loading/transporting of traffic signal or illumination poles between Traffic Yard and work site(s) when requested by Laredo Traffic Dept.	\$250.00
---	----	----------------	---	----------

Item Notes:

Supplier Notes:

10	12	Hourly Rate	Use of Pole-setting machine capable of handling 19' to 30' high signal poles with 18' to 48' Mast arms. Includes labor and personnel. Clean-up of trash/debris. 8:00 A.M. to 5:00 P.M. Monday thru Friday	\$110.00
----	----	----------------	---	----------

Item Notes:

Supplier Notes:

11	12	Hourly Rate	Use of Pole-setting machine capable of handling 19' to 30' high signal poles with 18' to 48' Mast arms. Includes labor and personnel. Clean-up of trash/debris. 5:00 P.M. to 8:00 A.M. Monday thru Friday and 24 Hour Basis On Weekends and Holidays	\$110.00
Item Notes:				
Supplier Notes:				
12	6	Each	Installation of wooden pole. Includes equipment, personnel, and cleanup of dirt, trash, and debris upon completion of assignment. Work involves transporting and installing pole and anchor rods. Materials provided by the Traffic Dept.	\$450.00
Item Notes:				
Supplier Notes:				
13	8	Each	Drill shaft complete with concrete foundation as per specifications, 5' depth, and 24" diameter with conduit preparations for pedestal poles and school flashers beacons and other warning devices. Includes equipment, labor, personnel, and cleanup afterwards. Anchor bolt assemblies provided by the Traffic Dept. TXDOT SPECS	\$1,450.00
Item Notes:				
Supplier Notes:				
14	12	Each	Drill shaft complete with concrete foundation as per specifications, 10' - 12' in depth, and 30' - 36' diameter with conduit preparation for traffic signal poles. Includes equipment, labor, personnel, and cleanup afterwards. Anchor bolt assemblies provided by the Traffic Dept. TXDOT SPECS	\$2,500.00
Item Notes:				
Supplier Notes:				
15	4	Each	Drill shaft complete with concrete foundation as per specifications, 20' in depth, and 42' - 48' diameter with conduit preparation for traffic signal poles. Includes equipment, labor, personnel, and cleanup afterwards. Anchor bolt assemblies provided by the Traffic Dept. TXDOT SPECS	\$3,800.00
Item Notes:				
Supplier Notes:				
16	2	Each	Provide (150 Watts) Ballast for High Pressure Sodium Light Bulb for street illumination. Installation labor not included.	\$90.00
Item Notes:				

Supplier Notes:

17	2	Each	Provide (250 Watts) Ballast for High Pressure Sodium Light Bulb for street illumination. Installation labor not included.	\$95.00
----	---	------	--	---------

Item Notes:

Supplier Notes:

18	2	Each	Provide (400 Watts) Ballast for High Pressure Sodium Light Bulb for street illumination. Installation labor not included.	\$95.00
----	---	------	--	---------

Item Notes:

Supplier Notes:

19	2	Each	Provide (1000 Watts) Ballast for High Pressure Sodium Light Bulb for street illumination. Installation labor not included.	\$168.00
----	---	------	---	----------

Item Notes:

Supplier Notes:

20	50	Linear Foot	Provide 6AWG conductor wire for street lights and AC power service. Installation labor not included.	\$0.65
----	----	-------------	---	--------

Item Notes:

Supplier Notes:

21	2	Each	Provide (150 Watts) Light Bulb for High Pressure Sodium street light fixture. Installation labor not included.	\$21.00
----	---	------	---	---------

Item Notes:

Supplier Notes:

22	2	Each	Provide (250 Watts) Light Bulb for High Pressure Sodium street light fixture. Installation labor not included.	\$21.00
----	---	------	---	---------

Item Notes:

Supplier Notes:

23	2	Each	Provide (400 Watts) Light Bulb for High Pressure Sodium street light fixture. Installation labor not included.	\$21.00
----	---	------	---	---------

Item Notes:

Supplier Notes:

24	2	Each	Provide (1000 Watts) Light Bulb for High Pressure Sodium street light fixture. Installation labor not included.	\$69.00
Item Notes:				
Supplier Notes:				
25	12	Hourly Rate	Backhoe to excavate minimum 2', maximum 5' deep. Includes all personnel and equipment to remove dirt, debris, and/or trash as needed. 8:00 A.M. to 5:00 P.M. Monday thru Friday	\$22.00
Item Notes:				
Supplier Notes:				
26	12	Hourly Rate	Backhoe to excavate minimum 2', maximum 5' deep. Includes all personnel and equipment to remove dirt, debris, and/or trash as needed. 5:00 P.M. to 8:00 A.M. Monday thru Friday And 24 Hour Basis On Weekends and Holidays	\$65.00
Item Notes:				
Supplier Notes:				
27	100	Linear Foot	Provide and install Siamese Cable for Vivids	\$10.00
Item Notes:				
Supplier Notes:				
28	100	Linear Foot	Install Siamese Cable for Vivids Materials provided by the Traffic Dept.	\$7.50
Item Notes:				
Supplier Notes:				
29	100	Linear Foot	Trenching on concrete surface minimum 2', maximum 5' deep and 12" wide. Includes equipment, labor, personnel, and removal of all dirt, Includes removal of debris, and/or trash. Resurface surface grade completely.	\$8.50
Item Notes:				
Supplier Notes:				
30	300	Linear Foot	Trenching on asphalt surface minimum 2', maximum 5' deep and 12" wide. Includes equipment, labor, personnel, and removal of all dirt, Includes removal of debris, and/or trash. Resurface surface grade completely.	\$8.00
Item Notes:				
Supplier Notes:				

31	100	Linear Foot	Trenching on dirt surface minimum 2', maximum 5' deep and 12" wide. Includes equipment, labor, personnel, and removal of all dirt, Includes removal of debris, and/or trash. Resurface surface grade completely.	\$3.00
Item Notes:				
Supplier Notes:				
32	1,000	Linear Foot	Boring on dirt for installation of 2" - 3" underground conduit. Includes equipment, labor, and personnel. Includes removal of debris, and/or trash. Resurface surface grade completely.	\$25.00
Item Notes:				
Supplier Notes:				
33	1,000	Linear Foot	Boring on dirt for installation of 4" underground conduit. Includes equipment, labor, and personnel. Includes removal of debris, and/or trash. Resurface surface grade completely.	\$25.00
Item Notes:				
Supplier Notes:				
34	75	Linear Foot	Boring on rock for installation of 2" - 3" underground conduit. Includes equipment, labor, and personnel. Includes removal of debris, and/or trash. Resurface surface grade completely.	\$30.00
Item Notes:				
Supplier Notes:				
35	75	Linear Foot	Boring on rock for installation of 4" underground conduit. Includes equipment, labor, and personnel. Includes removal of debris, and/or trash. Resurface surface grade completely.	\$30.00
Item Notes:				
Supplier Notes:				
36	50	Linear Foot	Installation of 1" PVC conduit complete includes labor and material. Includes removal of debris, and/or trash. Resurface surface grade completely.	\$1.50
Item Notes:				
Supplier Notes:				
37	50	Linear Foot	Installation of 1" PVC conduit complete. Includes removal of debris, and/or trash. Resurface surface grade completely. Materials provided by the Traffic Dept.	\$1.00
Item Notes:				
Supplier Notes:				

38	100	Linear Foot	Installation of 1-1/4" PVC conduit complete includes labor and material. Includes removal of debris, and/or trash. Resurface surface grade completely.	\$1.75
Item Notes:				
Supplier Notes:				
39	150	Linear Foot	Installation of 1-1/4" PVC conduit complete. Includes removal of debris, and/or trash. Resurface surface grade completely. Materials provided by the Traffic Dept.	\$1.00
Item Notes:				
Supplier Notes:				
40	200	Linear Foot	Installation of 2 - 3" PVC conduit complete includes labor and material. Includes removal of debris, and/or trash. Resurface surface grade completely.	\$2.75
Item Notes:				
Supplier Notes:				
41	400	Linear Foot	Installation of 2"- 3" PVC conduit complete. Includes removal of debris, and/or trash. Resurface surface grade completely. Materials provided by the Traffic Dept.	\$1.25
Item Notes:				
Supplier Notes:				
42	100	Linear Foot	Installation of 4" PVC conduit complete includes labor and material. Includes removal of debris, and/or trash. Resurface surface grade completely.	\$3.00
Item Notes:				
Supplier Notes:				
43	400	Linear Foot	Installation of 4" PVC conduit. Includes removal of debris, and/or trash. Resurface surface grade completely. Materials provided by the Traffic Dept.	\$2.25
Item Notes:				
Supplier Notes:				
44	300	Linear Foot	Saw cut concrete pavement and install loop detector loops (1/4" width x 1 1/2" depth minimum) includes all equipment, labor, and materials as per specifications.	\$4.00
Item Notes:				
Supplier Notes:				

45	500	Linear Foot	Saw cut concrete pavement and install loop detector loops (1/4" width x 1 1/2" depth minimum) Wire to be provided by Traffic Dept.	\$2.50
----	-----	-------------	---	--------

Item Notes:

Supplier Notes:

46	300	Linear Foot	Saw cut asphalt pavement and install loop detector loops (1/4" width x 1 1/2" depth minimum) includes all equipment, labor, and materials as per specifications.	\$3.50
----	-----	-------------	--	--------

Item Notes:

Supplier Notes:

47	1,000	Linear Foot	Saw cut asphalt pavement and install loop detector loops(1/4" width x 1 1/2" depth minimum) Wire to be provided by Traffic Dept.	\$3.00
----	-------	-------------	---	--------

Item Notes:

Supplier Notes:

48	3	Each	Concrete foundation for traffic signal controller cabinet as per specifications. (45" width x 24" depth x 48" height) (Including a concrete pad for front access to cabinet according to TXDOT specs)	\$2,750.00
----	---	------	---	------------

Item Notes:

Supplier Notes:

49	3	Each	Installation of pull box complete w/apron including labor and cleanup according to specifications.	\$400.00
----	---	------	--	----------

Item Notes:

Supplier Notes:

50	500	Linear Foot	Install #6 cable wire up to three conductors for street lights or traffic signals. Includes all equipment and labor.	\$2.00
----	-----	-------------	--	--------

Item Notes:

Supplier Notes:

51	50	Linear Foot	Provide and install #12 cable wire 7 conductor aerial for traffic signals.	\$2.50
----	----	-------------	--	--------

Item Notes:

Supplier Notes:

52	500	Linear Foot	Provide and install #12 cable wire 7 conductor underground for traffic signals.	\$2.25
			Item Notes:	
			Supplier Notes:	
53	500	Linear Foot	Provide and install #12 cable wire 5 conductor aerial for traffic signals.	\$1.80
			Item Notes:	
			Supplier Notes:	
54	500	Linear Foot	Provide and install #12 cable wire 5 conductor underground for traffic signals.	\$1.50
			Item Notes:	
			Supplier Notes:	
55	500	Linear Foot	Provide and install coaxial cable for antenna and radio communications for Mast arm to Cabinet.	\$1.65
			Item Notes:	
			Supplier Notes:	
56	500	Linear Foot	Provide and install Category 5 cable for video communications from Mast arm to Cabinet.	\$1.65
			Item Notes:	
			Supplier Notes:	
57	500	Linear Foot	Provide and install #12 cable wire 3 conductor for traffic signals.	\$1.50
			Item Notes:	
			Supplier Notes:	
58	4	Each	Enlarging pre-existing cement foundations for traffic cabinets.	\$400.00
			Item Notes:	
			Supplier Notes:	
59	500	Linear Foot	Provide and install #12 cable wire 12 conductor aerial for traffic signals.	\$3.25
			Item Notes:	
			Supplier Notes:	

60	500	Linear Foot	Provide and install #12 cable wire 12 conductor underground for traffic signals.	\$3.00
			Item Notes:	
			Supplier Notes:	
61	50	Linear Foot	Provide and install 1 1/4" Rigid metal conduit complete	\$3.50
			Item Notes:	
			Supplier Notes:	
62	16	Each	Install and wire 3 section traffic signal complete. Materials provided by the Traffic Dept.	\$130.00
			Item Notes:	
			Supplier Notes:	
63	4	Each	Install and wire 4 section traffic signal complete. Materials provided by the Traffic Dept.	\$175.00
			Item Notes:	
			Supplier Notes:	
64	12	Each	Install and wire 5 section traffic signal complete. Materials provided by the Traffic Dept.	\$200.00
			Item Notes:	
			Supplier Notes:	
65	8	Each	Install and wire Pedestrian WLK/DWLK assembly. Plus Push button/sign Materials provided by the Traffic Dept.	\$325.00
			Item Notes:	
			Supplier Notes:	
66	12	Each	Clean, strip, and paint Mast arms up to 35' including pole and base. Contractor provides paint and materials.	\$250.00
			Item Notes:	
			Supplier Notes:	

67	12	Each	Clean, strip, and paint Pedestrian signal pole up to 10' including base. Contractor provides paint and materials.	\$95.00
Item Notes:				
Supplier Notes:				
68	8	Each	Bid for testing lab of concrete foundations for Mast arms/Poles	\$175.00
Item Notes:				
Supplier Notes:				
69	100	Linear Foot	Bid to Saw Cut concrete/asphalt (Sidewalks, Curbs) Emergency repairs. Includes equipment, personnel, labor.	\$5.50
Item Notes:				
Supplier Notes:				
70	10	Cubic Yard	Bid to replace / repair concrete and/or asphalt according to City construction specifications.	\$75.00
Item Notes:				
Supplier Notes:				
71	1,000	Linear Foot	Install #12 cable wire 7 conductor aerial for traffic signals. Materials provided by the Traffic Dept.	\$0.90
Item Notes:				
Supplier Notes:				
72	4,000	Linear Foot	Install #12 cable wire 7 conductor underground for traffic signals. Materials provided by the Traffic Dept.	\$0.95
Item Notes:				
Supplier Notes:				
73	300	Linear Foot	Install #12 cable wire 5 conductor aerial for traffic signals. Materials provided by the Traffic Dept.	\$1.50
Item Notes:				
Supplier Notes:				

74	4,000	Linear Foot	Install #12 cable wire 5 conductor underground for traffic signals. Materials provided by the Traffic Dept.	\$1.00
			Item Notes:	
			Supplier Notes:	
75	1,000	Linear Foot	Install coaxial cable for antenna and radio communications for Mast arm to Cabinet. Materials provided by the Traffic Dept.	\$1.85
			Item Notes:	
			Supplier Notes:	
76	500	Linear Foot	Install Category 5 cable for video communications from Mast arm to Cabinet. Materials provided by the Traffic Dept.	\$1.55
			Item Notes:	
			Supplier Notes:	
77	500	Linear Foot	Install #12 cable wire 3 conductor for traffic signals. Materials provided by the Traffic Dept.	\$0.90
			Item Notes:	
			Supplier Notes:	
78	300	Linear Foot	Install #12 cable wire 12 conductor aerial for traffic signals. Materials provided by the Traffic Dept.	\$1.25
			Item Notes:	
			Supplier Notes:	
79	1,000	Linear Foot	Install #12 cable wire 12 conductor underground for traffic signals. Materials provided by the Traffic Dept.	\$1.25
			Item Notes:	
			Supplier Notes:	
80	50	Linear Foot	Install 1 1/4" Rigid metal conduit complete Materials provided by the Traffic Dept.	\$2.00
			Item Notes:	
			Supplier Notes:	

81	50	Hourly Rate	Use of Vacuum Truck to Pot-hole for underground utilities Includes equipment, labor, personnel	\$95.00
Item Notes:				
Supplier Notes:				
82	30	Per Ramp	Install ADA ramps as required by City/TXDOT specifications as assigned per project, emergency, or upgrade. Includes materials, labor, equipment, and cleanup afterwards.	\$1,200.00
Item Notes:				
Supplier Notes:				
83	1,000	Linear Foot	Provide the service of a Master Electrician for any and all necessary installations or troubleshooting of electrical lighting, wiring, or meters. Materials provided by the Traffic Dept.	\$0.75
Item Notes:				
Supplier Notes:				
Alt 1	30	Hourly Rate	Alt Spec: Line item should be per hour.	25.00
Item Notes:				
Supplier Notes:				
84	30	Hourly Rate	Provide the service of a Journey Man Electrician for any and all necessary installations or troubleshooting of electrical lighting, wiring, or meters. Materials provided by the Traffic Dept.	\$20.00
Item Notes:				
Supplier Notes:				
85	32	Hourly Rate	Provide Air Compressor w/Hammer to use when necessary to breakup concrete for all assigned tasks, projects, or emergencies. Includes labor, personnel and cleanup afterward.	\$70.00
Item Notes:				
Supplier Notes:				
86	12	Hourly Rate	Service call - Requiring the use of a Bucket Truck 8:00 A.M. to 5:00 P.M. Monday thru Friday	\$75.00
Item Notes:				
Supplier Notes:				

87	8	Each	Installation of signal pole/mast arm complete assembly. Includes transporting to location and installation using all necessary equipment needed up to 48' Materials provided by Traffic Dept.	\$1,000.00
Item Notes:				
Supplier Notes:				
88	4	Each	Installation of signal pole/mast arm complete assembly. Includes transporting to location and installation using all necessary equipment needed up to 65' Materials provided by Traffic Dept.	\$1,250.00
Item Notes:				
Supplier Notes:				
89	12	Each	Removal of wooden pole. Includes equipment, personnel, and cleanup of dirt, trash, and debris upon completion of assignment. Work involves transporting and removing pole and anchor rods from Field back to Traffic Dept.	\$500.00
Item Notes:				
Supplier Notes:				
90	12	Each	Install Guy wire anchor for wooden pole support (Includes equipment, labor, and/or concrete) Anchors provided by the Traffic Dept.	\$140.00
Item Notes:				
Supplier Notes:				
91	500	Linear Foot	Install Span Wire for Traffic Signals Materials provided by the Traffic Dept.	\$1.25
Item Notes:				
Supplier Notes:				
92	3	Each	Transfer Traffic Cabinet from Shop and install on foundation and terminate all cables and power.	\$1,250.00
Item Notes:				
Supplier Notes:				
93	6	Each	Removal of traffic cabinet foundation. Includes the breaking down of concrete to 2' below ground surface and removing all debris, trash, and broken concrete.	\$450.00
Item Notes:				
Supplier Notes:				

94	100	Linear Foot	Install sidewalk(s)/retaining wall(s) as required by City/TXDOT specifications as assigned per project, emergency, or upgrade. Includes materials, labor, equipment, and cleanup afterwards.	\$37.50
			Item Notes:	
			Supplier Notes:	
95	8	Each	Install Vivid camera. Materials provided by the Traffic Dept.	\$55.00
			Item Notes:	
			Supplier Notes:	
96	3	Each	Install Electrical Service for Traffic Cabinet. Includes Steel pole, anchor bolts, and Type T (120- 240V)service.	\$2,250.00
			Item Notes:	
			Supplier Notes:	
97	2	Each	Removal of traffic cabinet foundation and breaking concrete down to 2' below ground and cleanup	\$400.00
			Item Notes:	
			Supplier Notes:	
98	8	Each	Install Pedestrian Pole w/base.	\$160.00
			Item Notes:	
			Supplier Notes:	
99	4	Each	Install School Flasher, Includes transfer from Traffic Warehouse to location. Place the battery/unit cabinet 9'6" on pole from base foundation	\$800.00
			Item Notes:	
			Supplier Notes:	
100	4	Hourly Rate	Use of Skytran/Forklift	\$150.00
			Item Notes:	
			Supplier Notes:	

101	4	Hourly Rate	Emergency Use of Skytran/Forklift	\$200.00
Item Notes:				
Supplier Notes:				
102	10	Yards	Install/pour 2 Sacks concrete to cover underground trenches/opening	\$138.00
Item Notes:				
Supplier Notes:				
103	4	Each	Install Communication Antenna on Traffic Mast Arm Pole includes: equipment and labor. Material provided by Traffic Dept.	\$180.00
Item Notes:				
Supplier Notes:				
104	4	Each	Install Street Name Sign on Traffic Mast Arm Pole includes: equipment and labor, Materials provided by Traffic Dept.	\$30.00
Item Notes:				
Supplier Notes:				
105	2	Each	Install Illuminated Street Name Sign on Traffic Mast Arm Pole includes: equipment and labor. Material provided by the Traffic Dept.	\$300.00
Item Notes:				
Supplier Notes:				
106	100	Linear Foot	Provide/install #4 wire for High Mast Luminaries	\$1.98
Item Notes:				
Supplier Notes:				
107	100	Linear Foot	Install # 4 wire for high Mast Luminaries Materials provided by Traffic Dept.	\$1.50
Item Notes:				
Supplier Notes:				

108	500	Linear Foot	Install # 12 cable wire 2 conductor –aerial for Traffic Signals. Material provided by the Traffic Dept.	\$1.50
			Item Notes:	
			Supplier Notes:	
109	500	Linear Foot	Install # 12 Cable wire 4 Conductor aerial for Traffic Sign Materials provided by Traffic Dept.	\$1.50
			Item Notes:	
			Supplier Notes:	
110	200	Linear Foot	Install # 12 Cable wire 9 Conductor aerial for Traffic Sign Materials provided by Traffic	\$0.90
			Item Notes:	
			Supplier Notes:	
111	1,000	Linear Foot	Install # 12 cable wire 2 Conductor-underground for Traffic Signals. Material provided by Traffic Dept.	\$0.95
			Item Notes:	
			Supplier Notes:	
112	1,000	Linear Foot	Install # 12 cable wire 4 Conductor-underground for Traffic Signals. Material provided by the Traffic Dept.	\$1.10
			Item Notes:	
			Supplier Notes:	
113	1,000	Linear Foot	Install # 12 cable Wire 9 Conductor, underground for Traffic Signals. Materials provided by the Traffic Dept.	\$0.95
			Item Notes:	
			Supplier Notes:	
114	100	Linear Foot	Provide/Install # 12 cable wire 2 Conductor aerial for Traffic Signals	\$1.00
			Item Notes:	
			Supplier Notes:	

115	100	Linear Foot	Provide/Install # 12 cable wire 4 conductor aerial for Traffic Signals	\$1.60
-----	-----	-------------	--	--------

Item Notes:

Supplier Notes:

116	100	Linear Foot	Provide/Install # 12 cable wire 9 Conductor aerial for Traffic Signals	\$3.00
-----	-----	-------------	--	--------

Item Notes:

Supplier Notes:

117	300	Linear Foot	Provide/Install # 12 cable wire 2 conductor underground for Traffic Signals	\$1.60
-----	-----	-------------	---	--------

Item Notes:

Supplier Notes:

118	300	Linear Foot	Provide/Install # 12 cable wire 4 Conductor underground for Traffic Signals	\$1.60
-----	-----	-------------	---	--------

Item Notes:

Supplier Notes:

119	300	Linear Foot	Provide/Install # 12 cable wire 9 conductor underground for Traffic Signals	\$3.00
-----	-----	-------------	---	--------

Item Notes:

Supplier Notes:

120	8	Hourly Rate	Use of Welder and /or Cutting Torch/Grinder Contractor provides equipment, labor, and materials	\$65.00
-----	---	-------------	--	---------

Item Notes:

Supplier Notes:

121	4	Hourly Rate	Emergency use of Welder and/or Cutting Torch/Grinder Contractor provides equipment, labor and materials	\$75.00
-----	---	-------------	--	---------

Item Notes:

Supplier Notes:

122	8	Each	Install ADA Push Button w/sign and wiring. Materials provided by Traffic Dept.	\$200.00
-----	---	------	---	----------

Item Notes:

Supplier Notes:

123	10	Each	ROW Construction Permit Includes Traffic Control Plan, signs, and compliances with City of Laredo Regulations	\$250.00
Item Notes:				
Supplier Notes:				
124	24	Hourly Rate	Cut Branches off trees that are obstructing Traffic lights/street lamps	\$85.00
Item Notes:				
Supplier Notes:				
125	4,000	Linear Foot	Pulling and removal of cable wire from job site 2 conductor to 5 conductor	\$0.95
Item Notes:				
Supplier Notes:				
126	4,000	Linear Foot	Pulling and removal of cable wire from job site 7 conductor to 12 conductors	\$0.95
Item Notes:				
Supplier Notes:				
127	1,000	Linear Foot	Install # 6 cable wire 4-5 conductor for street lamps/traffic signals. Includes equipment and labor	\$2.25
Item Notes:				
Supplier Notes:				
128	100	Linear Foot	Bid to Saw Cut Asphalt. Emergency repairs. Includes equipment, personnel and labor	\$5.50
Item Notes:				
Supplier Notes:				
129	50	Square Yard	Bid to replace/repair asphalt according to City construction specs.	\$40.00
Item Notes:				
Supplier Notes:				

130	50	Hourly Rate	Asphalt/Concrete Core Drill for Installation of LED Raised Pavement Markers/ price includes equipment and labor. Traffic Department to provide materials	\$45.00
-----	----	-------------	---	---------

Item Notes:

Supplier Notes:

131	50	Hourly Rate	Asphalt/Concrete Core Drill for Installation of Traffic Sensors Pods. Price per hour includes equipment and labor. Traffic Department to provide materials	\$45.00
-----	----	-------------	---	---------

Item Notes:

Supplier Notes:

132	60	Flat Rate Each	High Mast Illumination Service Call not requiring the usage of any heavy equipment/machinery. Only the use of service truck. Include labor to make minor repairs and identify malfunctions reports by the Traffic Dept. Payment will be made on a flat rate per call basis 8 AM to 5 PM Monday thru Friday	\$75.00
-----	----	----------------	---	---------

Item Notes:

Supplier Notes:

133	10	Flat Rate Each	High Mast Illumination Service call not requiring the usage of any heavy equipment/machinery. Only the use of Service truck. Includes labor to make minor repairs and identify malfunctions reported by the Traffic Dept. Payment will be made on a flat rate per call basis 8 AM to 5 PM Monday thru Friday Monday Thru Friday and 24 hrs. Basis on Weekends and Holidays	\$85.00
-----	----	----------------	--	---------

Item Notes:

Supplier Notes:

134	10	Flat Rate Each	Service and Repair Luminaries for High Mast Lighting Poles. Includes: Ballasts, lamps, lens and or lamp assemblies, fuses, fuse holder, and photo cell. Required in keeping the lights operational. Equipment and labor included in a Flat Rate per unit. Materials provided by the Traffic Dept. 8 am to 5 Pm Monday thru Friday	\$375.00
-----	----	----------------	--	----------

Item Notes:

Supplier Notes:

135	25	Flat Rate Each	High Mask Illumination Prevention Maintenance Consists of the following: Lowering the ring assembly. Replacing all lamps, fuses, fuse holder, and photocell. It also includes other items required in keeping the lights operational. Cleaning the glass cover both inside and outside and the reflector with an approved cleaning solution. Re-aiming lights as directed by the engineer. Maintaining, repairing or replacing the circuit breaker at the base of the pole. Adding oil to the winch when required. Adjusting the winch brake when required. Greasing the wire rope when needed. Making a visual inspection of the foundation, pole, anchor bolts, base plate, access door, winch, wire rope (including cable attachment plate and cotter pins) electrical power cable and fixture mounting ring. Completing an inspection record, supplied by the Engineer, detaining the results visual inspection above and noting any other discrepancies not listed.	\$375.00
-----	----	-------------------	---	----------

Item Notes:

Supplier Notes:

136	50	Flat Rate Each	Install Ornamental pole: includes pick up of material, setup pole upright, and foundations. Foundation measurements: 7' deep by 20" diameter and/or follow City specs. All equipment/labor will be provided by contractor and cleanup upon completion.	\$875.00
-----	----	-------------------	--	----------

Item Notes:

Supplier Notes:

137	20	Flat Rate Each	Install breakaway stop sign w/foundation. Follow City specs. All equipment/labor will be provided b contractor and cleanup upon completion.	\$325.00
-----	----	-------------------	---	----------

Item Notes:

Supplier Notes:

138	20	Flat Rate Each	Relocate concrete foundation. Includes: potholing new location pulling out the old foundation, and placing it in the designated place. All equipment/labor will be provided by contractor and cleanup the area upon completion.	\$555.00
-----	----	-------------------	---	----------

Item Notes:

Supplier Notes:

139	300	Linear Foot	Landscaping: Includes removal of trash, debris, trees w/branches, grass. All equipment/labor will be provided by contractor and will dispose of all cleanup items.	\$2.25
-----	-----	-------------	--	--------

Item Notes:

Supplier Notes:

Response Total: \$413,255.50

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**ELECTRICAL SERVICES CONTRACT
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, for awarding a two year contract for electrical services necessary for the installation and maintenance of street lights & traffic signal lights for the City of Laredo Traffic Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on September 13, 2018; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on September 14, 2018.**

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Electrical Services Contract – Traffic Safety Department
FY18-084**

Bids can be downloaded and submitted through Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

**City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.



City of Laredo Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding a two year contract for electrical services necessary for the installation and maintenance of street lights & traffic signal lights for the City of Laredo Traffic Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through <https://cityoflaredo.ionwave.net/Login.aspx> Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on September 13, 2018** and all bids received will be **opened** and read publicly on **September 14, 2018 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

**BID: Electrical Services Contract – Traffic Safety Department
FY18-084**

**Bids can be downloaded and submitted through
Cit-E-Bid:**

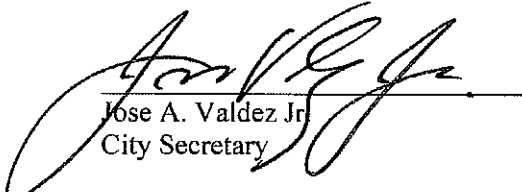
<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 24th DAY OF AUGUST 2018.


Jose A. Valdez 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, PO. Box 579, Laredo, Texas 78042.
- (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

**CITY OF LAREDO
PURCHASING DIVISION**

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
 - (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
 - (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
 - (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated.

**CITY OF LAREDO
PURCHASING DIVISION**

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) 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.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager

**CITY OF LAREDO
PURCHASING DIVISION**

956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS (Attachment B)

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.
- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

CITY OF LAREDO
PURCHASING DIVISION

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached) ****Not applicable for this contract****

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

**CITY OF LAREDO
PURCHASING DIVISION**

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

CITY OF LAREDO
PURCHASING DIVISION

Formal Invitation for Bids
Electrical Services Contract

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for electrical services necessary for the installation and maintenance of street lights & traffic signal lights for the City of Laredo Traffic Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

The work to be done under this contract consists, in general, of furnishings all necessary equipment for installing, complete in place, traffic signal poles, loop detectors, signal cable and conduit at new proposed signalized locations and includes all present traffic signalized locations. Provider will also respond to any traffic signal emergency calls requiring their assistance. Provider will also be responsible for providing maintenance for High mast illumination within the existing IH 35, Loop 20, and US 359 freeway system boundaries as well as luminaries and lights within the Central Business District (CBD) and a few other locations which are not maintained by AEP. The City shall furnish all material needed for installation unless otherwise specified. The Provider shall saw cut loop detectors, install loop wire to back of curve, and seal loop saw cut with 3M loop sealant BLS 5000 and **HEM Q-FEAL 290-S** approved by Traffic Department when these services are requested. The Provider shall either bore or trench to install conduit as required. The Traffic Department will provide and install the controller cabinet and all signal heads on new and/or upgraded traffic signal installations and will be responsible for making it operational unless assistance is requested from the Provider.

16.0 Point of Contact

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached.

Department point of contact:

Mr. Pete Paredes @ (956) 795-2550 or e-mail pparedes@ci.laredo.tx.us

Mr. Manuel Benavides @ (956) 795-2550 or e-mail mbenavides@ci.laredo.tx.us

16.1 All questions for this bid shall be submitted in writing or by email no later than, September 4, 2018 to:

Enrique Aldape III
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
ealdape@ci.laredo.tx.us

17.0 General Conditions

17.1 This specification and other pertinent specifications included in this annual contract should govern the terms and conditions for the installation of loop detectors, signal poles, and signal cable and conduit, as requested by the Traffic Department, for maintenance and installation of street lights within the City of Laredo. These specifications also govern in providing these same type of electrical services for all other existing signalized locations within the City of Laredo in need of upgrading and/or emergency services, as requested by the Traffic Department.

**CITY OF LAREDO
PURCHASING DIVISION**

18.0 Material Furnished by The City of Laredo & The Contractor

- 18.1 The City of Laredo Traffic Department will furnish all materials necessary to complete the project, unless otherwise specified, or directed by the Traffic Department, including material for the power connection that are not furnished by Central Power & Light Company.
- 18.2 The Contractor shall furnish all labor, tools, equipment and incidentals necessary to complete the assigned project in an efficient and workmanlike manner.
- 18.3 Electrical materials and fittings shall conform to the requirements of the National Electrical Code. Electrical fittings shall be watertight and weatherproof.

19.0 Power Connection

- 19.1 The Contractor shall make all arrangements for disconnect and connection to the power supply, shall obtain meter and meter socket from the Power Company when they are required and install them in accordance with plans provided by Traffic Department. The Contractor shall install all other materials necessary to make the power connection which are not furnished by the Power Company.
- 19.2 The power connection shall be made to a 115-125 volt, single phase, 60 Hertz A.C. supply. The wire used for the power connections shall be a minimum size as indicated on the plans and shall be insulated for six hundred (600) volts. The common wire shall be white-coded and the power positive shall be black coded.

20.0 Conduit

- 20.1 All conductors shall be in conduit except when in metal poles. All conduit and fittings shall be for rigid galvanized-metal or polyvinyl-chloride conduit of the sizes and code types as requested by the Traffic Department. Each section of conduit shall bear evidence of approval by Underwriter's Laboratories.
- 20.2 Conduit terminating in posts or pedestal bases shall extend vertically, approximately 2 inches above the concrete foundation. Each length of galvanized-rigid-metal conduit, when used, shall be rimmed and threaded on each end and couplings shall be made up tight. Joint compound or equal shall be used on threads of all joints
- 20.3 Conduit for Traffic signal installations shall be placed at least 24" inches deep from finished grade and horizontal clearance 24" from sewer lines, water lines, or utility lines. All other utilities which run parallel to conduits must have 12" minimum vertical clearance. Conduits for street light installations shall be a minimum of 36" depth from top of conduit finished grade or as requested by Traffic Department.

21.0 Concrete

- All concrete required for signal installations shall be normal Portland Cement concrete, commercially known as "5-sack concrete, 3/4 inch gravel, 3 inch slump" (3,000 psi), except where otherwise stated. Testing lab of concrete will be required. This must be done before installing mast arms. Get test results. Failure of testing will result in contractor pouring a new foundation at their expense. City to assign.
- 21.1 The use of ready-mix or transit-mix concrete will be permitted. All concrete shall meet the approval of the Traffic Department.

22.0 Concrete Foundation for Controller Cabinet & Installation of Signal Poles

- 22.1 Excavation for all required foundations shall be done in accordance to the lines and depths as required by the Traffic Department.

**CITY OF LAREDO
PURCHASING DIVISION**

22.2 The installation of the traffic signal poles shall be done in accordance to the depths as required by the Traffic Department.

22.3 Where excavation is made in the road shoulder surface, the shoulder shall be replaced with material equal to the original construction. All excavated material not required for backfill shall be removed and disposed of by the Contractor outside the limits of the project.

23.0 Preservation of Sod, Shrubbery And Trees

23.1 The Contractor shall assume full responsibility for the preservation of all sod, shrubbery and trees at the site during the Installation and where necessary to remove and sod, shrubbery or tree branches, he shall obtain permission from the owner.

23.2 All sod and shrubbery that are removed shall be carefully preserved and replaced as nearly possible in their original position.

24.0 Removal & Replacement of Curbs and Sidewalks

24.1 The contractor shall secure permission from the proper authority and the approval of the City Engineer before cutting into or removing any walks or curbs, which might be required in making installation, upon approval by the Traffic Department.

24.2 After the work is completed, the contractor shall restore any curbs or walks which have been removed to the equivalent of their original condition in compliance with City Ordinance. Any contractor, Public Service Company or other individual or Corporation engaged in a business necessitating the making of street cuts or excavations in the streets, alleys, sidewalks, curbs and gutters, or drainage easements, shall be fully responsible in adhering to the requirements set forth in Division 4 of Article II (City Building Code), excavations and restoring the base on paved streets as close as possible to the original condition for a period of one year.

25.0 Utilities

25.1 The Contractor's attention is directed to the fact that both overhead and underground utilities exist in the vicinity of these construction areas. The Contractor will make his own investigations as to their locations. The Contractor will be held responsible for adjustments in project construction which may be needed because of conflicts with utilities. When necessary, the Traffic Department will conduct a pre-construction meeting with Utility companies for discussion of a project.

25.2 O.S.H.A. regulations prohibit operations that will bring persons or equipment within 10 feet of an energized electrical line. Where workmen and/or equipment have to work close to an energized electrical line, the contractor shall notify the electrical power company and make whatever adjustments are necessary to insure the safety of workmen working near the energized line. Erection and/or removal of poles and luminaries located near any overhead electrical lines shall be accomplished using established industry and utility safety practices. The contractor shall consult with the appropriate utility company prior to beginning such work.

25.3 The contractor shall notify the power company if there are any conflicts with high voltage electrical lines. The Contractor shall cooperate with the power company in making power connections.

26.0 Related to Painting Poles

The contractor will supply all necessary equipment, incidentals and labor for stripping, cleaning and painting of traffic signal poles, mast arms and pedestrian signal poles, bases, and other associated hardware. The city will supply the paint and stripping materials.

**CITY OF LAREDO
PURCHASING DIVISION**

27.0 Indemnification

The contractor herein will and does hereby agree to indemnify and hold harmless, the City of Laredo from any and all damages, loss or liability of any kind, whatsoever, by reason of injury to third persons of their property occasioned by any negligent act, error or omission by this agency, its officers, agents, employees, or other persons for whose acts this Contractor legally liable in rendering the services specified to be performed for the City of Laredo, including but limited to any suits or claims resulting from damaged caused by Contractor's operations to any overhead or underground installation.

28.0 Bid Requirements

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

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

28.2 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.

28.3 Vendor will be responsible for providing all safety warning signs advising the public of work in progress. In addition, when vendor employees are working on street right of way areas, each employee must wear a safety orange vest.

29.0 Warranty

Bidder must warranty their work for a period of one year against defects in material and workmanship.

30.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be **awarded** to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

30.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

**CITY OF LAREDO
PURCHASING DIVISION**

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

31.0 Term of Contract

The term of this contract shall be for a period of two (2) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional two year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

32.0 Price Adjustment*****

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases.

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

33.0 Final Inspection

When the work has been completed and at a time mutually agreeable to the City of Laredo and the Contractor, a designated Traffic Department employee shall make a final inspection of the work as to the acceptability and completeness of the work. No payment will be made on break-a-away base inspection until all inspections and repairs are 100% completed.

34.0 Fees

34.1 All projects in public R.O.W. must go through Utility Coordination Committee.

34.2 All Contractors must be registered at The Building Development Service Department to be able to work in public R.O.W. Registration Fee \$50.00 / yr.

34.3 All work in Public R.O.W. requires a permit from The Building Development Services Department. Permit cost is \$50.00 plus inspection fee of \$200.00. Any additional inspections requested after normal working hours of 8 am to 5 pm are charged at \$40.00 / hr Monday to Friday. Saturday and Sunday and holidays inspection rates are \$70.00 / hr. Permits must be secured prior to pre-construction meeting.

34.4 All work done in Public R.O.W. that impedes the flow of traffic or pedestrian path requires a traffic control plan or pedestrian accessibility.

**CITY OF LAREDO
PURCHASING DIVISION**

34.5 The contractor shall have all necessary permits including construction permit from the City, licenses and fees, and give all notices necessary and incidental to the operation of this service to include but not limited to construction, traffic control planning, and setup of all signage around the construction area. All fees imposed on the contractor or imposed by a Federal, State, or local governmental agency shall be paid when due

34.6 Construction Contracts: Payment / Performance Bonds

When required and specified in the City of Laredo construction bid specifications and in the event that the base bid exceeds \$100,000, the primary contract vendor will be required to furnish a satisfactory Performance Bond in the amount of 100% of the total contract price, and a satisfactory Payment Bond, if the base bid exceeds \$50,000.00, in such amount, both duly executed by such bidder as principal. The successful bidder will be required to provide Performance and Payment bonds issued by an insurance company complying with the minimum State requirements and is licensed in the State of Texas, and has a Best's Key Rating as follows:

Construction Contract	Rating
\$100,000 to \$250,000	None
\$250,001 to \$1,000,000	B

The payment and performance bonds should not be purchased prior to; or are a requirement to submit a bid, however the primary contract vendor awarded a construction contract must purchase and submit such bonds prior to performing any contract work.

In the event that the base bid amount is less than \$50,000.00, the payment bond and/or the performance bond will not be required if the successful bidder waives payment for the work until completion of the work and final acceptance by the City. In the event that the base bid amount is less than \$100,000.00, the performance bond will not be required if the successful bidder waives payment for the work until completion of the work and final acceptance by the City. This provision applies only if the successful bidder agrees to be paid in one payment upon completion and acceptance of the project by the City of Laredo.

35.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

- Tab A - Company Information Questionnaire**
- Tab B - Signed Price Schedule**
- Tab C - Conflict of Interest Questionnaire**
- Tab D - Non-Collusive Affidavit**
- Tab E - Discretionary Contract Disclosure**
- Tab F - Certificate of Interested Parties**
- Tab G - Form 1295**

CITY OF LAREDO
PURCHASING DIVISION

36.0 **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:

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**

37.0 Tab B Price Schedule

Item #	Description	Est. Qty.	Unit of Measure	Ext. Price
1	Service call not requiring the usage of any heavy equipment/machinery. Only the use of a service truck. Includes labor to make minor repairs and identify malfunctions reported by the Traffic Department. Payment will be made on a Flat Rate per call basis. 8:00 A.M. to 5:00 P.M. Monday thru Friday	50	Flat Rate Each \$	\$
2	Service call not requiring the usage of any heavy equipment/machinery. Only the use of a service truck. Includes labor to make minor repairs and identify malfunctions reported by the Traffic Dept. Payment will be made on a Flat Rate per call basis. 5:00 P.M. to 8:00 A.M. Monday thru Friday And 24 Hour Basis On Weekends and Holidays	8	Flat Rate Each \$	\$
3	Service and repair Street Luminaries for poles up to 50' in height. Includes: Ballasts, lamps, lens, and/or lamp assemblies. Equipment and labor included in a Flat Rate per unit. <i>Contractor provides materials</i> 8:00 A.M. to 5:00 P.M. Monday thru Friday	12	Flat Rate Per Unit \$	\$
4	Service and repair Street Luminaries for poles up to 50' in height. Includes: Ballasts, lamps, lens, and/or lamp assemblies, fuses holders, photo cells, circuit breakers. Equipment and labor included in a Flat Rate per unit. <i>Materials provided by the Traffic Dept.</i> 8:00 A.M. to 5:00 P.M. Monday thru Friday	75	Flat Rate Per Unit \$	\$
5	Service and repair Street Luminaries for poles up to 50' in height. Includes: Ballasts, lamps, lens, and/or lamp assemblies, fuses holders, photo cells, circuit breakers. Equipment and labor included in a Flat Rate per unit. <i>Contractor provides materials</i> 5:00 P.M. to 8:00 A.M. Monday thru Friday and 24 hours basis on Weekends and Holidays	20	Flat Rate Per Unit \$	\$
6	Service and repair Street Luminaries for poles up to 50' in height. Includes: Ballasts, lamps, lens, and/or lamp assemblies, fuses holders, photo cells, circuit breakers. Equipment and labor included in a Flat Rate per unit. <i>Materials provided by the Traffic Dept.</i> 5:00 P.M. to 8:00 A.M. Monday thru Friday And 24 Hour Basis On Weekends and Holidays	20	Flat Rate Per Unit \$	\$
7	Installation or removal of illumination poles up to 50' long. Includes the transporting to and from Traffic yard to destination, equipment to do the task, and labor to accomplish assignment. Payment is a Flat Rate per Unit. <i>Materials provided by the Traffic Dept.</i> 8:00 A.M. to 5:00 P.M. Monday thru Friday	5	Flat Rate Per Unit \$	\$

**CITY OF LAREDO
PURCHASING DIVISION**

8	<p>Installation or removal of illumination poles up to 50' long. Includes the transporting to and from Traffic yard to destination, equipment to do the task, and labor to accomplish assignment.</p> <p align="center">Payment is a Flat Rate per Unit.</p> <p align="center"><i>Materials provided by the Traffic Dept. 5:00 P.M. to 8:00 A.M.</i></p> <p align="center">Monday thru Friday and 24 Hour Basis On Weekends and Holidays</p>	8	Flat Rate Per Unit	\$
9	<p>Loading/transporting of traffic signal or illumination poles between Traffic Yard and work site(s) when requested by Laredo Traffic Dept.</p>	12	Per Hour	\$
10	<p>Use of Pole-setting machine capable of handling 19' to 30' high signal poles with 18' to 48' Mast arms. Includes labor and personnel. Clean-up of trash/debris.</p> <p align="center">8:00 A.M. to 5:00 P.M.</p> <p align="center">Monday thru Friday</p>	12	Per Hour	\$
11	<p>Use of Pole-setting machine capable of handling 19' to 30' high signal poles with 18' to 48' Mast arms. Includes labor and personnel. Clean-up of trash/debris.</p> <p align="center">5:00 P.M. to 8:00 A.M.</p> <p align="center">Monday thru Friday and 24 Hour Basis On Weekends and Holidays</p>	12	Per Hour	\$
12	<p>Installation of wooden pole. Includes equipment, personnel, and cleanup of dirt, trash, and debris upon completion of assignment. Work involves transporting and installing pole and anchor rods.</p> <p align="center"><i>Materials provided by the Traffic Dept.</i></p>	6	Each	\$
13	<p>Drill shaft complete with concrete foundation as per specifications, 5' depth, and 24" diameter with conduit preparations for pedestal poles and school flashers beacons and other warning devices. Includes equipment, labor, personnel, and cleanup afterwards.</p> <p align="center"><i>Anchor bolt assemblies provided by the Traffic Dept.</i></p> <p align="center">TXDOT SPECS</p>	8	Each	\$
14	<p>Drill shaft complete with concrete foundation as per specifications, 10' - 12' in depth, and 30' - 36' diameter with conduit preparation for traffic signal poles. Includes equipment, labor, personnel, and cleanup afterwards.</p> <p align="center"><i>Anchor bolt assemblies provided by the Traffic Dept.</i></p> <p align="center">TXDOT SPECS</p>	12	Each	\$
15	<p>Drill shaft complete with concrete foundation as per specifications, 20' in depth, and 42' - 48' diameter with conduit preparation for traffic signal poles. Includes equipment, labor, personnel, and cleanup afterwards.</p> <p align="center"><i>Anchor bolt assemblies provided by the Traffic Dept.</i></p> <p align="center">TXDOT SPECS</p>	4	Each	\$
16	<p>Provide (150 Watts) Ballast for High Pressure Sodium Light Bulb for street illumination. Installation labor not included.</p>	2	Each	\$
17	<p>Provide (250 Watts) Ballast for High Pressure Sodium Light Bulb for street illumination. Installation labor not included.</p>	2	Each	\$
18	<p>Provide (400 Watts) Ballast for High Pressure Sodium Light Bulb for street illumination. Installation labor not included.</p>	2	Each	\$
19	<p>Provide (1000 Watts) Ballast for High Pressure Sodium Light Bulb for street illumination. Installation labor not included.</p>	2	Each	\$
20	<p>Provide 6AWG conductor wire for street lights and AC power service. Installation labor not included.</p>	50	Linear Foot	\$

**CITY OF LAREDO
PURCHASING DIVISION**

21	Provide (150 Watts) Light Bulb for High Pressure Sodium street light fixture. Installation labor not included.	2	\$	Each	\$
22	Provide (250 Watts) Light Bulb for High Pressure Sodium street light fixture. Installation labor not included.	2	\$	Each	\$
23	Provide (400 Watts) Light Bulb for High Pressure Sodium street light fixture. Installation labor not included.	2	\$	Each	\$
24	Provide (1000 Watts) Light Bulb for High Pressure Sodium street light fixture. Installation labor not included.	2	\$	Each	\$
25	Backhoe to excavate minimum 2', maximum 5' deep. Includes all personnel and equipment to remove dirt, debris, and/or trash as needed. 8:00 A.M. to 5:00 P.M. Monday thru Friday	12	\$	Per Hour	\$
26	Backhoe to excavate minimum 2', maximum 5' deep. Includes all personnel and equipment to remove dirt, debris, and/or trash as needed. 5:00 P.M. to 8:00 A.M. Monday thru Friday And 24 Hour Basis On Weekends and Holidays	12	\$	Per Hour	\$
27	Provide and install Siamese Cable for Vivids	100	\$	Linear Foot	\$
28	Install Siamese Cable for Vivids <i>Materials provided by the Traffic Dept.</i>	100	\$	Linear Foot	\$
29	Trenching on concrete surface minimum 2', maximum 5' deep and 12" wide. Includes equipment, labor, personnel, and removal of all dirt, Includes removal of debris, and/or trash. Resurface surface grade completely.	100	\$	Linear Foot	\$
30	Trenching on asphalt surface minimum 2', maximum 5' deep and 12" wide. Includes equipment, labor, personnel, and removal of all dirt, Includes removal of debris, and/or trash. Resurface surface grade completely.	300	\$	Linear Foot	\$
31	Trenching on dirt surface minimum 2', maximum 5' deep and 12" wide. Includes equipment, labor, personnel, and removal of all dirt, Includes removal of debris, and/or trash. Resurface surface grade completely.	100	\$	Linear Foot	\$
32	Boring on dirt for installation of 2" - 3" underground conduit. Includes equipment, labor, and personnel. Includes removal of debris, and/or trash. Resurface surface grade completely.	1000	\$	Linear Foot	\$
33	Boring on dirt for installation of 4" underground conduit. Includes equipment, labor, and personnel. Includes removal of debris, and/or trash. Resurface surface grade completely.	1000	\$	Linear Foot	\$
34	Boring on rock for installation of 2" - 3" underground conduit. Includes equipment, labor, and personnel. Includes removal of debris, and/or trash. Resurface surface grade completely.	75	\$	Linear Foot	\$
35	Boring on rock for installation of 4" underground conduit. Includes equipment, labor, and personnel. Includes removal of debris, and/or trash. Resurface surface grade completely.	75	\$	Linear Foot	\$
36	Installation of 1" PVC conduit complete includes labor and material. Includes removal of debris, and/or trash. Resurface surface grade completely.	50	\$	Linear Foot	\$
37	Installation of 1" PVC conduit complete. Includes removal of debris, and/or trash. Resurface surface grade completely. <i>Materials provided by the Traffic Dept.</i>	50	\$	Linear Foot	\$
38	Installation of 1-1/4" PVC conduit complete includes labor and material. Includes removal of debris, and/or trash. Resurface surface grade completely.	100	\$	Linear Foot	\$
39	Installation of 1-1/4" PVC conduit complete. Includes removal of debris, and/or trash. Resurface surface grade completely. <i>Materials provided by the Traffic Dept.</i>	150	\$	Linear Foot	\$
40	Installation of 2 - 3" PVC conduit complete includes labor and material. Includes removal of debris, and/or trash. Resurface surface grade completely.	200	\$	Linear Foot	\$
41	Installation of 2" - 3" PVC conduit complete. Includes removal of debris, and/or trash. Resurface surface grade completely. <i>Materials provided by the Traffic Dept.</i>	400	\$	Linear Foot	\$

**CITY OF LAREDO
PURCHASING DIVISION**

42	Installation of 4" PVC conduit complete includes labor and material. Includes removal of debris, and/or trash. Resurface surface grade completely.	100	Linear Foot \$	\$
43	Installation of 4" PVC conduit. Includes removal of debris, and/or trash. Resurface surface grade completely. <i>Materials provided by the Traffic Dept.</i>	400	Linear Foot \$	\$
44	Saw cut concrete pavement and install loop detector loops (1/4" width x 1 1/2" depth minimum) includes all equipment, labor, and materials as per specifications.	300	Linear Foot \$	\$
45	Saw cut concrete pavement and install loop detector loops (1/4" width x 1 1/2" depth minimum) <i>Wire to be provided by Traffic Dept.</i>	500	Linear Foot \$	\$
46	Saw cut asphalt pavement and install loop detector loops (1/4" width x 1 1/2" depth minimum) includes all equipment, labor, and materials as per specifications.	300	Linear Foot \$	\$
47	Saw cut asphalt pavement and install loop detector loops(1/4" width x 1 1/2" depth minimum) <i>Wire to be provided by Traffic Dept.</i>	1000	Linear Foot \$	\$
48	Concrete foundation for traffic signal controller cabinet as per specifications. (45" width x 24" depth x 48" height) <i>(Including a concrete pad for front access to cabinet according to TXDOT specs)</i>	3	Each \$	\$
49	Installation of pull box complete w/apron including labor and cleanup according to specifications.	12	Each \$	\$
50	Install #6 cable wire up to three conductors for street lights or traffic signals. Includes all equipment and labor.	500	Linear Foot \$	\$
51	Provide and install #12 cable wire 7 conductor aerial for traffic signals.	50	Linear Foot \$	\$
52	Provide and install #12 cable wire 7 conductor underground for traffic signals.	500	Linear Foot \$	\$
53	Provide and install #12 cable wire 5 conductor aerial for traffic signals.	500	Linear Foot \$	\$
54	Provide and install #12 cable wire 5 conductor underground for traffic signals.	500	Linear Foot \$	\$
55	Provide and install coaxial cable for antenna and radio communications for Mast arm to Cabinet.	500	Linear Foot \$	\$
56	Provide and install Category 5 cable for video communications from Mast arm to Cabinet.	500	Linear Foot \$	\$
57	Provide and install #12 cable wire 3 conductor for traffic signals.	500	Linear Foot \$	\$
58	Enlarging pre-existing cement foundations for traffic cabinets.	4	Each \$	\$
59	Provide and install #12 cable wire 12 conductor aerial for traffic signals.	500	Linear Foot \$	\$
60	Provide and install #12 cable wire 12 conductor underground for traffic signals.	500	Linear Foot \$	\$
61	Provide and install 1 1/4" Rigid metal conduit complete	50	Linear Foot \$	\$
62	Install and wire 3 section traffic signal complete. <i>Materials provided by the Traffic Dept.</i>	16	Each \$	\$
63	Install and wire 4 section traffic signal complete. <i>Materials provided by the Traffic Dept.</i>	4	Each \$	\$
64	Install and wire 5 section traffic signal complete. <i>Materials provided by the Traffic Dept.</i>	12	Each \$	\$
65	Install and wire Pedestrian WLK/DWLK assembly. Plus Push button/sign <i>Materials provided by the Traffic Dept.</i>	8	Each \$	\$

**CITY OF LAREDO
PURCHASING DIVISION**

66	Clean, strip, and paint Mast arms up to 35' including pole and base. <i>Contractor provides paint and materials.</i>	12	Each \$	\$
67	Clean, strip, and paint Pedestrian signal pole up to 10' including base. <i>Contractor provides paint and materials.</i>	12	Each \$	\$
68	Bid for testing lab of concrete foundations for Mast arms/Poles	8	Each \$	\$
69	Bid to Saw Cut concrete/asphalt (Sidewalks, Curbs) Emergency repairs. Includes equipment, personnel, labor.	100	Linear Foot \$	\$
70	Bid to replace / repair concrete and/or asphalt according to City construction specifications.	10	Cubic Yard \$	\$
71	Install #12 cable wire 7 conductor aerial for traffic signals. <i>Materials provided by the Traffic Dept.</i>	1000	Linear Foot \$	\$
72	Install #12 cable wire 7 conductor underground for traffic signals. <i>Materials provided by the Traffic Dept.</i>	4000	Linear Foot \$	\$
73	Install #12 cable wire 5 conductor aerial for traffic signals. <i>Materials provided by the Traffic Dept.</i>	300	Linear Foot \$	\$
74	Install #12 cable wire 5 conductor underground for traffic signals. <i>Materials provided by the Traffic Dept.</i>	4000	Linear Foot \$	\$
75	Install coaxial cable for antenna and radio communications for Mast arm to Cabinet. <i>Materials provided by the Traffic Dept.</i>	1000	Linear Foot \$	\$
76	Install Category 5 cable for video communications from Mast arm to Cabinet. <i>Materials provided by the Traffic Dept.</i>	500	Linear Foot \$	\$
77	Install #12 cable wire 3 conductor for traffic signals. <i>Materials provided by the Traffic Dept.</i>	500	Linear Foot \$	\$
78	Install #12 cable wire 12 conductor aerial for traffic signals. <i>Materials provided by the Traffic Dept.</i>	300	Linear Foot \$	\$
79	Install #12 cable wire 12 conductor underground for traffic signals. <i>Materials provided by the Traffic Dept.</i>	1000	Linear Foot \$	\$
80	Install 1 1/4" Rigid metal conduit complete <i>Materials provided by the Traffic Dept.</i>	50	Linear Foot \$	\$
81	Use of Vacuum Truck to Pot-hole for underground utilities Includes equipment, labor, personnel	50	Per Hour \$	\$
82	Install ADA ramps as required by City/TXDOT specifications as assigned per project, emergency, or upgrade. Includes materials, labor, equipment, and cleanup afterwards.	4	Per Ramp \$	\$
83	Provide the service of a Master Electrician for any and all necessary installations or troubleshooting of electrical lighting, wiring, or meters. <i>Materials provided by the Traffic Dept.</i>	30	Linear Foot \$	\$
84	Provide the service of a Journey Man Electrician for any and all necessary installations or troubleshooting of electrical lighting, wiring, or meters. <i>Materials provided by the Traffic Dept.</i>	30	Per Hour \$	\$
85	Provide Air Compressor w/Hammer to use when necessary to breakup concrete for all assigned tasks, projects, or emergencies. Includes labor, personnel and cleanup afterward.	32	Per Hour \$	\$
86	Service call - Requiring the use of a Bucket Truck 8:00 A.M. to 5:00 P.M. Monday thru Friday	12	Per Hour \$	\$
87	Installation of signal pole/mast arm complete assembly. Includes transporting to location and installation using all necessary equipment needed up to 48' <i>Materials provided by Traffic Dept.</i>	8	Each \$	\$

**CITY OF LAREDO
PURCHASING DIVISION**

88	Installation of signal pole/mast arm complete assembly. Includes transporting to location and installation using all necessary equipment needed up to 65' <i>Materials provided by Traffic Dept.</i>	4	Each \$	\$
89	Removal of wooden pole. Includes equipment, personnel, and cleanup of dirt, trash, and debris upon completion of assignment. Work involves transporting and removing pole and anchor rods from Field back to Traffic Dept.	12	Each \$	\$
90	Install Guy wire anchor for wooden pole support <i>(Includes equipment, labor, and/or concrete)</i> <i>Anchors provided by the Traffic Dept.</i>	12	Each \$	\$
91	Install Span Wire for Traffic Signals <i>Materials provided by the Traffic Dept.</i>	500	Linear Foot \$	\$
92	Transfer Traffic Cabinet from Shop and install on foundation and terminate all cables and power.	3	Each \$	\$
93	Removal of traffic cabinet foundation. Includes the breaking down of concrete to 2' below ground surface and removing all debris, trash, and broken concrete.	6	Each \$	\$
94	Install sidewalk(s)/retaining wall(s) as required by City/TXDOT specifications as assigned per project, emergency, or upgrade. Includes materials, labor, equipment, and cleanup afterwards.	100	Linear Foot \$	\$
95	Install Vivid camera. <i>Materials provided by the Traffic Dept.</i>	8	Each \$	\$
96	Install Electrical Service for Traffic Cabinet. <i>Includes Steel pole, anchor bolts, and Type T (120- 240V) service.</i>	3	Each \$	\$
97	Removal of traffic cabinet foundation and breaking concrete down to 2' below ground and cleanup	2	Each \$	\$
98	Install Pedestrian Pole w/base.	8	Each \$	\$
99	Install School Flasher, Includes transfer from Traffic Warehouse to location. Place the battery/unit cabinet 9'6" on pole from base foundation	4	Each \$	\$
100	Use of Skytran/Forklift	4	Per Hour \$	\$
101	Emergency Use of Skytran/Forklift	4	Per Hour \$	\$
102	Install/pour 2 Sacks concrete to cover underground trenches/opening	10	Yards \$	\$
103	Install Communication Antenna on Traffic Mast Arm Pole includes: equipment and labor. <i>Material provided by Traffic Dept.</i>	4	Each \$	\$
104	Install Street Name Sign on Traffic Mast Arm Pole includes: equipment and labor, <i>Materials provided by Traffic Dept.</i>	4	Each \$	\$
105	Install Illuminated Street Name Sign on Traffic Mast Arm Pole includes: equipment and labor. <i>Material provided by the Traffic Dept.</i>	2	Each \$	\$
106	Provide/install #4 wire for High Mast Luminaries	100	Linear Foot \$	\$
107	Install # 4 wire for high Mast Luminaries <i>Materials provided by Traffic Dept.</i>	100	Linear Foot \$	\$
108	Install # 12 cable wire 2 conductor --aerial for Traffic Signals. <i>Material provided by the Traffic Dept.</i>	500	Linear Foot \$	\$
109	Install # 12 Cable wire 4 Conductor aerial for Traffic Sign <i>Materials provided by Traffic Dept.</i>	500	Linear Foot \$	\$
110	Install # 12 Cable wire 9 Conductor aerial for Traffic Sign <i>Materials provided by Traffic</i>	200	Linear Foot \$	\$
111	Install # 12 cable wire 2 Conductor-underground for Traffic Signals. <i>Material provided by Traffic Dept.</i>	1000	Linear Foot \$	\$

**CITY OF LAREDO
PURCHASING DIVISION**

112	Install # 12 cable wire 4 Conductor-underground for Traffic Signals. Material provided by the Traffic Dept.	1000	Linear Foot \$	\$
113	Install # 12 cable Wire 9 Conductor, underground for Traffic Signals. Materials provided by the Traffic Dept.	1000	Linear Foot \$	\$
114	Provide/Install # 12 cable wire 2 Conductor aerial for Traffic Signals	100	Linear Foot \$	\$
115	Provide/Install # 12 cable wire 4 conductor aerial for Traffic Signals	100	Linear Foot \$	\$
116	Provide/Install # 12 cable wire 9 Conductor aerial for Traffic Signals	100	Linear Foot \$	\$
117	Provide/Install # 12 cable wire 2 conductor underground for Traffic Signals	300	Linear Foot \$	\$
118	Provide/Install # 12 cable wire 4 Conductor underground for Traffic Signals	300	Linear Foot \$	\$
119	Provide/Install # 12 cable wire 9 conductor underground for Traffic Signals	300	Linear Foot \$	\$
120	Use of Welder and /or Cutting Torch/Grinder Contractor provides equipment, labor, and materials	8	Per Hour \$	\$
121	Emergency use of Welder and/or Cutting Torch/Grinder Contractor provides equipment, labor and materials	4	Per Hour \$	\$
122	Install ADA Push Button w/sign and wiring. Materials provided by Traffic Dept.	8	Each \$	\$
123	ROW Construction Permit Includes Traffic Control Plan, signs, and compliances with City of Laredo Regulations	10	Each \$	\$
124	Cut Branches off trees that are obstructing Traffic lights/street lamps	24	Per Hour \$	\$
125	Pulling and removal of cable wire from job site 2 conductor to 5 conductor	4000	Linear Foot \$	\$
126	Pulling and removal of cable wire from job site 7 conductor to 12 conductors	4000	Linear Foot \$	\$
127	Install # 6 cable wire 4-5 conductor for street lamps/traffic signals. Includes equipment and labor	1000	Linear Foot \$	\$
128	Bid to Saw Cut Asphalt. Emergency repairs. Includes equipment, personnel and labor	100	Linear Foot \$	\$
129	Bid to replace/repair asphalt according to City construction specs.	50	Sq. Yards \$	\$
130	Asphalt/Concrete Core Drill for Installation of LED Raised Pavement Markers/ price includes equipment and labor. Traffic Department to provide materials	50	Per Hour \$	\$
131	Asphalt/Concrete Core Drill for Installation of Traffic Sensors Pods. Price per hour includes equipment and labor. Traffic Department to provide materials	50	Per Hour \$	\$
132	High Mast Illumination Service Call not requiring the usage of any heavy equipment/machinery. Only the use of service truck. Include labor to make minor repairs and identify malfunctions reports by the Traffic Dept. Payment will be made on a flat rate per call basis 8 AM to 5 PM Monday thru Friday	60	Flat Rate Per Unit \$	\$
133	High Mask Illumination Service call not requiring the usage of any heavy equipment/machinery. Only the use of Service truck. Includes labor to make minor repairs and identify malfunctions reported by the Traffic Dept. Payment will be made on a flat rate per call basis 8 AM to 5 PM Monday thru Friday Monday Thru Friday and 24 hrs. Basis on Weekends and Holidays	10	Flat Rate Per Unit \$	\$

**CITY OF LAREDO
PURCHASING DIVISION**

134	Service and Repair Luminaries for High Mast Lighting Poles. Includes: Ballasts, lamps, lens and or lamp assemblies, fuses, fuse holder, and photo cell. Required in keeping the lights operational. Equipment and labor included in a Flat Rate per unit. Materials provided by the Traffic Dept. 8 am to 5 Pm Monday thru Friday	10	Flat Rate Per Unit \$	\$
135	High Mast Illumination Prevention Maintenance Consists of the following: Lowering the ring assembly. Replacing all lamps, fuses, fuse holder, and photocell. It also includes other items required in keeping the lights operational. Cleaning the glass cover both inside and outside and the reflector with an approved cleaning solution. Re-aiming lights as directed by the engineer. Maintaining, repairing or replacing the circuit breaker at the base of the pole. Adding oil to the winch when required. Adjusting the winch brake when required. Greasing the wire rope when needed. Making a visual inspection of the foundation, pole, anchor bolts, base plate, access door, winch, wire rope (including cable attachment plate and cotter pins) electrical power cable and fixture mounting ring. Completing an inspection record, supplied by the Engineer, detailing the results visual Inspection above and noting any other discrepancies not listed.	25	Flat Rate Per Unit \$	\$
136	Install Ornamental pole: includes pick up of material, setup pole upright, and foundations. Foundation measurements: 7' deep by 20" diameter and/or follow City specs. All equipment/labor will be provided by contractor and cleanup upon completion.	50	Flat Rate Per Unit \$	\$
137	Install breakaway stop sign w/foundation. Follow City specs. All equipment/labor will be provided b contractor and cleanup upon completion.	20	Flat Rate Per Unit \$	\$
138	Relocate concrete foundation. Includes: potholing new location pulling out the old foundation, and placing it in the designated place. All equipment/labor will be provided by contractor and cleanup the area upon completion.	10	Flat Rate Per Unit \$	\$
139	Landscaping: Includes removal of trash, debris, trees w/branches, grass. All equipment/labor will be provided by contractor and will dispose of all cleanup items.	300	Linear Foot \$	\$
	Grand Total			\$

28.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

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

29.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____
(a Partner 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.

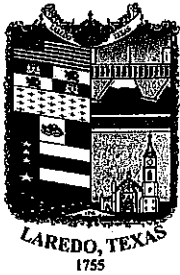
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this _____ day of _____ 20_____.

Notary Public

My commission expires:

30.0 Tab E



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.

*This is a New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form.**

First: _____ 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:

**CITY OF LAREDO
PURCHASING DIVISION**

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributors:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2.01 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**

31.0 Tab F

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
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			

CITY OF LAREDO
PURCHASING DIVISION

35.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on September 13, 2018; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on September 14, 2018.**

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Electrical Services Contract – Traffic Safety Department
FY18-084**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

**CITY OF LAREDO
PURCHASING DIVISION
ATTACHMENT A**

**ELECTRICAL SERVICES PROVIDER
PROPOSED CONTRACT TERMS AND CONDITIONS
TRAFFIC SAFETY DEPARTMENT**

STATE OF TEXAS §

COUNTY OF WEBB §

This contract is made by and between the City of Laredo, acting by and through its duly authorized City Manager hereinafter termed the Owner, and _____, (vendor's name), of the City of _____, County of _____, State of _____, his/their executors, administrators, heirs, successors, or assigns, hereinafter termed the "Provider". In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

SCOPE OF SERVICES

The Provider has been engaged in and now does such work and represents that he is fully equipped, competent and capable to perform the desired and outlined work, and is ready and willing to perform the work in accordance with the provisions of contract FY18-084, the Specifications and Plans, titled, "Electrical Services Contract". The _____, (vendor's name) shall provide all labor, equipment, and materials for the for the installation and maintenance of street lights & traffic signal lights for the City of Laredo Traffic Department. All scope of services shall be in accordance to all provisions of the bid FY18-084 submitted by _____, (vendor's name), and insurance and performance/payment bonds (Attachment B). Attachment A & B are attached hereto and shall be made of this agreement for all purposes.

RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of the _____, (vendor's name) to the City of Laredo is that of an independent provider. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

INDEMNIFICATION

_____, (vendor's name) covenants and agrees to **FULL INDEMNIFY and HOLD HARMLESS**, the City and elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of actions, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from or related to _____, (vendor's name) activities under this Agreement, including any acts or omissions of _____, (vendor's name) any agent, officer, director, representative, employee consultant or subcontractor of _____, (vendor's name) and their respective officers, agents, employees, directors and representative while in the exercise of performance of the rights or duties under this Agreement. **IN THE EVENT _____, (vendor's name) AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

**CITY OF LAREDO
PURCHASING DIVISION
ATTACHMENT A**

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or identity.

_____ (vendor's name) shall promptly advise the City in writing of any claim or demand against the City or _____ (vendor's name) known to Contractor related to or arising out of _____ (vendor's name) activities under this Agreement.

NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

City of Laredo:
Horacio De Leon
1110 Houston Street
Laredo, TX 78040

Company Name: _____
Owner Name: _____
Address: _____
City, State, Zip Code: _____

CORPORATE AUTHORITY

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

AMENDMENT OR MODIFICATION

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

INSURANCE

The _____ (vendor's name) shall maintain insurance consistent with the terms provided in Attachment B, which is attached hereto and incorporated for all purposes. _____ (vendor's name) 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.

ASSIGNMENT

Neither this agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the City of Laredo.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to this subject matter. No other agreement, statement, or promise relating to this subject matter will be valid or binding unless in writing and signed by both parties

**CITY OF LAREDO
PURCHASING DIVISION
ATTACHMENT A**

PARAGRAPH HEADINGS

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect whatever.

TEXAS LAW

This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas.

And the Owner in consideration of the full and true performance of the said work by said _____ (vendor's name) hereby agrees to and binds itself to pay the said Provider the unit price set forth in the attached Bid, and in the manner provided in the Specifications. IN WITNESS WHEREOF, the OWNER AND THE PROVIDER have hereunto set their hand this _____th day of _____ 2018.

Provider/Firm (Typed)

Signature

Signature (Typed)

Title: _____

PO Box 450392

Address

Laredo, TX 78045

City/State/Zip Code

Telephone Number:

Fax Number

CITY OF LAREDO, TEXAS

Horacio De Leon, City Manager

ATTEST:

Jose A. Valdez Jr.

City Secretary

APPROVED AS TO FORM:

Kristina L. Hale, City Attorney

**CITY OF LAREDO
PURCHASING DIVISION
ATTACHMENT A**

ELECTRICALSERVICESCONTRACT

SPECIAL CONDITIONS

SCOPE OF WORK

The work to be done under this contract consists, in general, of furnishing all necessary equipment for installing, complete in place, traffic signal poles, loop detectors, signal cable and conduit at new proposed signalized locations and includes all present traffic signalized locations. Provider will also respond to any traffic signal emergency calls requiring their assistance.

Provider will also be responsible for providing maintenance for High mast illumination within the existing IH 35, Loop 20, and US 359 freeway system boundaries as well as luminaries and lights within the Central Business District (CBD) and a few other locations which are not maintained by AEP. The City shall furnish all material needed for installation unless otherwise specified. The Provider shall saw cut loop detectors, install loop wire to back of curve, and seal loop saw cut with 3M loop sealant BLS 5000 and **HEM Q-FEAL 290-S** approved by Traffic Department when these services are requested. The Provider shall either bore or trench to install conduit as required. The Traffic Department will provide and install the controller cabinet and all signal heads on new and/or upgraded traffic signal installations and will be responsible for making it operational unless assistance is requested from the Provider.

REGULATIONS AND CODE

In addition to the requirements of the Traffic Department, all work shall conform to the requirements of the National Electrical Code, the standards of the American Society for Testing Materials (ASTM), and the American Standards Association (ASA).

Inspection of all work performed will be conducted by the Traffic Department. The Traffic Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, as to the manner of performance and rate of progress of said work and as to the fulfillment of the Contract on the part of the Provider. All work which has been rejected or condemned shall be repaired or removed and replaced as the Traffic Engineer may direct, at the expense of the Provider. Materials furnished by Provider not conforming to requirements shall be removed and replaced with satisfactory material at the expense of the Provider.

BARRICADES, LIGHTS, AND FLAGMEN

The Provider is hereby notified that all lights, signs barricades, flagmen or other devices necessary to provide for public safety shall be furnished and maintained by the Provider at his own expense. All signing and barricading shall be in accordance with the Texas Manual of Uniform Traffic Control Devices.

RESPONSE TIME DELAYS

Provider agrees that time is of essence in this contract and therefore Provider shall respond to emergency calls within a (2) hour period from date and time it was requested by Traffic Department and specified as such. Failure to respond to emergency calls within this specified time will result in City of Laredo withholding permanently from Provider's compensation the amount of \$100.00 from payment \$50.00 for every hour thereafter for services rendered for that particular emergency call.

**CITY OF LAREDO
PURCHASING DIVISION
ATTACHMENT A**

Emergency calls constitute mainly those calls involving traffic signal or illumination pole knockdowns which require immediate action.

For all other non-emergencies services the Provider agrees to respond within a 24 Hour period from the date and time services are requested by a work order by the Traffic Department. Failure to respond within this specified time for non emergency services will result in City of Laredo withholding permanently from Provider the amount of \$100.00 from payment for every day thereafter for that particular service rendered.

WORKMANSHIP AND MATERIALS AND GUARANTIES

The work to be done by the Provider shall be executed as directed by the plans, specifications, instructions, and conditions and shall be of a quality that is equal or superior to the highest industry standards. All materials used in the electrical service contract shall be new materials. The Provider shall guarantee the work performed for a period of (1) year from the date of final acceptance of all work required by the Contract. Any defects that appear within the one year period and arise out of defective or improper materials or workmanship shall be corrected and made good by the Provider at his expense. Defects due to negligence on the Provider's part shall not be covered. Work shall be subject to inspection. Work shall be conducted in such a manner as to cause the least interference with the operation and public usage of streets.

ELECTRICAL SERVICES CONTRACT TERMINATION

Any of the following is a material breach and is a ground for termination of contract:

- (1) Failure of the Provider to respond to three (3) EMERGENCY CALLS within the specified two (2) hour period from the date and time requested from Traffic Department and specified as such, within the contractual term.
- (2) Failure of the Provider to respond to five (5) NON EMERGENCY CALLS within the specified 24 hour period from the date and time services are requested by the Traffic Department and specified as such, within the contractual term.

QUALIFICATION OF LOW BIDDER

Before being awarded a contract, the low bidder may be required to submit evidence as the City of Laredo may require to establish his financial responsibility, experience and possession of such equipment as may be needed to prosecute the work in an expeditious, safe and satisfactory manner. Should the low bidder fail to produce evidence satisfactory to the City on any of the foregoing points, he may be disqualified and the work awarded to the next low bidder.

SAFETY PROVISION

Awarded vendor shall follow all electrical safety standards including: OSHA Electrical Regulations and National Fire Protection Association, Electrical Codes and use of required protective equipment throughout the duration of this contract.

**CITY OF LAREDO
PURCHASING DIVISION
ATTACHMENT A**

RIGHT TO TERMINATE CONTRACT

If the awarded contract vendor fails to cure a notice of default within ten days, after written notice of any problems with terms and/or services related to this contract, this contract shall be terminated with a 30 day written notice from the City of Laredo.

LICENSED/QUALIFIED PERSONNEL

Awarded provider must be certified, licensed electrician (industry standards certification/licenses) and only licensed and qualified personnel can perform the work on this agreement.

LOCATION OF WORK

Work will be performed throughout the City of Laredo to include: city buildings/property, streets, highways, roads and other right-of-ways.

**CITY OF LAREDO
PURCHASING DIVISION
ATTACHMENT B**

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.

The Contractor shall not commence work under this Contract until he/she has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her Sub-Contract until the insurance required of the Subcontractor has been so obtained and approved.

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit.
2. Workers' Compensation insurance at statutory limits, including Employers' Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
3. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

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.

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

With reference to the foregoing insurance requirement, 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.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.