

#21

DANNENBAUM ENGINEERING COMPANY — El Paso, LLC
 10737 GATEWAY BLVD WEST, SUITE 112 EL PASO, TEXAS 79935 (915) 629-5077

Change Order No.3
 Date: June 6, 2015

Project: Socorro Wilton Connors Bridge
 Contractor: International Eagle Enterprises, Inc.
 P.O. Box 26336
 El Paso, Texas 79936

You are hereby requested to comply with the following changes from the contract plans and specifications. This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

No	ITEM	DESC CODE	DESCRIPTION	UNIT	UNIT PRICE	Original + Previously Revised		New		OVERRUN / UNDERRUN
						QUANTITY	ITEM COST	QUANTITY	ITEM COST	
1	427		SURFACE FINISH FOR CONCRETE (CONCRETE PAINT)(SURFACE II)	SF	2.75			807.77	2,221.37	2,221.37
2	644		INSTALL SMALL ROADWAY SIGN TY80(1)SA(P) 30"X30" STOP)	EA	350.00			4	1,400.00	1,400.00
3	618		CONDUIT (RM)(2")(REMOVE)(INSTALL)	LF	140.00			40	5,600.00	5,600.00
4	529	2024	CONCRETE CURB (MOUNTABLE)	LF	5.50	60.0	330.00	-	0	(330.00)
5	531	2015	CONCRETE SIDEWALKS (4")	SY	34.50	732.4	25,267.80	663.40	22,887.30	(2,380.50)
SUM CHANGE ORDER No.3=										6,510.87

DECREASE IN CONTRACT DOCUMENT

Sub-total \$0

INCREASE IN CONTRACT DOCUMENT

Sub-total \$ 6,510.87

Original Contract: \$ 1,353,760.06
 General Allowance: \$ 0.00
 Change Order No. 1 - Plus \$ 40,097.88
 Change Order No. 2 - Minus \$ (43.20)
 Change Order No. 3 - Plus \$ 6,510.87
 Change Order No. 4 - \$
 General Allowance Balance: \$

Original Contract Time: 174 Working Days
 Contract time for previous change orders 0 Working Days
 Contract time this C.O. 0 Working Days
 Current contract time including this change order: 174 Working Days

Updated Contract Amount: \$ 1,400,323.61

A.R
 6/22/15

Change Order Justification:

- 1) Paint Concrete Bridge Rails (Not included in original Bid).
- 2) Install Stop signs at 4 access driveways as requested by EPCWID.
- 3) Relocate 1" Rigid Conduit due to removal of Sidewalks at access driveways at request of EPCWID.
- 4) Omit mountable curb as requested by EPCWID.
- 5) Omit Concrete Sidewalks at access driveways as requested by EPCWID.

Accepted by: _____ Date: _____

Alfredo Corral, President
International Eagle Enterprises

Approved by: _____ Date: _____

Joso L. Reyes, P.E.
Senior Project Manager
Dannenbaum Engineering, El Paso, LLC

Approved by: _____ Date: 6/4/15

Adriana Rodarte

Jesus Ruiz
Mayor -City of Socorro City Manager
Interim
City Manager

A.R
6/22/15

DANNENBAUM ENGINEERING COMPANY — El Paso, LLC

10737 GATEWAY BLVD WEST, SUITE 112 EL PASO, TEXAS 79935 (915) 629-5077

Change Order No.3

Date: May 19, 2015

Project: **Socorro Wilton Conners Bridge**

Contractor: International Eagle Enterprises, Inc.
P.O. Box 26336
El Paso, Texas 79936

You are hereby requested to comply with the following changes from the contract plans and specifications. This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

ITEM	Desc Code	DESCRIPTION	UNIT	UNIT PRICE	Original + Previously Revised		New		OVERRUN / UNDERRUN
					QUANTITY	ITEM COST	QUANTITY	ITEM COST	
		PAINT CONC RAILS	SF	2.75			696.6	1,915.65	1,915.65
		LOSS TIME DUE TO CHANGES TO DRIVEWAYS	DAY	4,150.00		-	3	12,450.00	12,450.00
		RELOCATE 1" GALVANIZED ROGOS CONDUIT	LF	158			40	6,320.00	6,320.00
		INSTALL STOP SIGNS	EA	350.00		-	4	1,400.00	1,400.00
		MODIFY ACCESS DRIVEWAYS	EA	400.00		-	4	1,600.00	1,600.00
		PLACE DOWELS AT DRIVEWAYS	EA	300.00		-	4	1,200.00	1,200.00
529	2024	CONCRETE CURB (MOUNTABLE)	LF	5.50	60.0	330.00	-	0	(330.00)
531	2015	CONCRETE SIDEWALKS (4")	SY	34.50	732.4	25,267.80	663.40	22,887.30	(2,380.50)
SUM =									22,175.15

DECREASE IN CONTRACT DOCUMENT

Sub-total \$0

INCREASE IN CONTRACT DOCUMENT

Sub-total \$ 22,175.15

Original Contract: \$ 1,353,760.06
 General Allowance: \$ 0.00
 Change Order No. 1 — Plus \$ 40,097.88
 Change Order No. 2 — \$ 22,175.15
 Change Order No. 3 — \$
 Change Order No. 4 — \$
 General Allowance Balance: \$

Original Contract Time: 174 Working Days
 Contract time for previous change orders 0 Working Days
 Contract time this C.O. -3- Working Days
 Current contract time including this change order: 174 Working Days
177 Working Days

Updated Contract Amount: \$ 1,415,899.89

Justification:

- 1) Paint Concrete Bridge Rails (Not included in original Bid).
- 2) Relocate 1" Rigid Conduit due to removal of Sidewalks at access driveways at request of EPCWID.
- 3) Install Stop signs at 4 access driveways as requested by EPCWID.
- 4) Modify access driveways to be flush to roadway at request of EPWID.
- 5) Add dowels from access driveways to concrete approach slab to accommodate revisions to concrete driveways.
- 6) Remove mountable curb as requested by EPCWID.
- 7) Remove Concrete Sidewalks at access driveways as requested by EPCWID.
- 8) Cost of 3 days lost time due to modifications requested by EPCWID.

Accepted by: _____ Date: _____

Alfredo Corral, President
International Eagle Enterprises

Approved by: _____ Date: _____

Jose L. Reyes, P.E.
Senior Project Manager
Dannenbaum Engineering, El Paso, LLC

Approved by: _____ Date: _____

Jesus Ruiz
Mayor -City of Socorro City Manager

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2 / Mayor Pro-Tem

Victor Perez
District 3

Anthony Gandara
District 4

Adriana Rodarte
Interim City Manager

#24

August 3, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte

SUBJECT: Discussion and action regarding request for competitive sealed proposals on new design for Mauro Rosas Park to include the base bid opinion of probable cost.

SUMMARY

This action approves City of Socorro to approve request for competitive sealed proposals.

STATEMENT OF THE ISSUE

City of Socorro has approved \$500,000 for Mauro Rosas Park.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): CO 2014

Funding Source: CO 2014

Amount: \$500,000

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

Decline request for competitive sealed proposals

STAFF RECOMMENDATION

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. CFO _____ Date _____
3. Attorney _____ Date _____

DOCUMENT 00103

REQUEST FOR COMPETITIVE SEALED PROPOSALS

- 1.1 OWNER: City of Socorro, Texas
124 S. Horizon Boulevard
Socorro, Texas 79927
- 1.2 PROJECT: City of Socorro
Mauro Rosas Park Improvements
350 Flor Morada
Socorro, TX 79927
- 1.3 ARCHITECT: Parkhill, Smith & Cooper, Inc.
501 W. San Antonio
El Paso, Texas 79901
(915) 533-6811
- 1.4 DESCRIPTION
- A. The City of Socorro will receive competitive sealed proposals for General Construction Work, including mechanical and electrical work for the **Mauro Rosas Park Improvements**.
 - B. A contract will be awarded based on the proposal offering the best value to the Owner for the project
- 1.5 BASIS OF PROPOSALS
- A. Owner will be utilizing the competitive sealed proposal procurement method as authorized by the Texas Legislature in Senate Bill 1 and further defined by House Bill 628 and Texas Government Code, Chapter 2267, Subchapter D.
 - B. The budget for this project is approximately \$450,000.00.
 - C. The selection criteria and weighting used to evaluate each proposer's proposal will include the following:

SUBMIT ITEMS BELOW WITH PROPOSAL FORM (Deliver to City of Socorro, 124 S. Horizon Boulevard, Socorro, Texas 79927 by **3:00 P.M., local time, Thursday, July 23, 2015.**)

a.	Price – Total Proposal Price	65%
b.	Proposed Construction Schedule	10%
c.	Resume and References of Superintendent	5%
d.	Office Project Manager Resume and Experience	5%
e.	Similar Sized Park Project Experience	5%
f.	Subcontractors Qualifications	5%
g.	HUB (Historically Underutilized Business)	5%

SUBMIT FIVE (5) NOTEBOOKS WITH ITEMS A THROUGH F WITH DIVIDERS FOR EACH ITEM. SUBMIT IN SEALED BOX MARKED ON OUTSIDE AS FOLLOWS:

“Attn: Olivia Navarro, Assistant City Clerk
City of Socorro
124 S. Horizon Boulevard
Socorro, TX 79927
Project: City of Socorro Mauro Rosas Park Improvements
Company Submitting Proposal: _____”

Selection of the Contractor will be based on a weighted combination of the listed selection criteria determined to provide the best value to the City of Socorro. Selection criteria A and B are quantitative and will be scored proportionally based on numeric values. Selection criteria C through G are qualitative and will be scored relatively. Contractor is required to submit information on all selection criteria listed above.

Proposals shall be made on a stipulated sum basis, using the enclosed Proposal Form. Segregated proposals will not be accepted.

It is understood that the Owner reserves the right to accept or reject any and all Proposals and to waive all formalities in accordance with State law.

1.6 PROPOSAL OPENING LOCATION

- A. City of Socorro, 124 S. Horizon Boulevard, Socorro, Texas 79927, 3:00 P.M., local time, Thursday, July 23, 2015– Refer to paragraph 1.5 for details. Items A through F will be opened at this time.

1.7 PROPOSAL DOCUMENTS

- A. Proposal Documents may be examined at the Architect's office and at the following plan rooms:
1. AGC Plan Room
4625 Ripley Drive
El Paso, Texas 79922
915.585.1533
 2. McGraw Hill Dodge Plan Room
1615 University Blvd. NE
Albuquerque, New Mexico 87120
866.730.6155
- B. Proposers may secure copies of Proposal Documents from Parkhill, Smith & Cooper, Inc. 501 W. San Antonio, El Paso, Texas 79901 as follows:
1. Download documents (.PDF file extension format) from PSC's Info Exchange web site after registering as a plan holder with issuing PSC office. There is no cost or deposit required for this option.
 2. Unlimited number of digital copies (.PDF file extension format) upon a non-refundable cost of \$18.48 per each CD, plus applicable sales tax.
- C. Only Proposers who obtain Proposal Documents through PSC will be registered as a document holder (plan holder) and will therefore automatically receive addenda if/when issued.

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- D. Subcontract Proposers may secure copies of the Proposal Documents from Parkhill, Smith & Cooper, Inc. 501 W. San Antonio, El Paso, Texas 79901 as follows:
 - 1. Download documents (.PDF file extension format) from PSC's Info Exchange web site after registering as a plan holder with issuing PSC office. There is no cost or deposit required for this option.
 - 2. Unlimited number of digital copies (.PDF file extension format) upon a non-refundable cost of \$18.48 per each CD, plus applicable sales tax.
 - E. No partial sets will be issued.
 - F. Proposal Documents may be purchased by any Proposer upon payment (non-refundable) of the following:
 - 1. Complete set of digital Proposal Documents: \$18.48 per each CD, plus applicable sales tax.

1.8 ADDENDA

- A. Addenda will be issued to document holders by one of the two following methods:
 - 1. E-mail notification to document holder with link to download addenda from PSC's Info Exchange web site.
 - 2. For document holders not having e-mail address, addenda may be picked up at the issuing PSC office, or mailed via the United States Postal Service (USPS).
- B. Addenda will not be faxed to document holders.

1.9 PRE-PROPOSAL CONFERENCE

- A. A pre-proposal conference will be held on Wednesday, July 14, 2015 at the project site at 11:00 a.m. local time. Attendance by prospective Proposers is not mandatory.

1.10 OPENING OF PROPOSALS:

- A. Proposals will be publicly opened in the City of Socorro, Conference Room, 124 S. Horizon Boulevard, Socorro, Texas 79927 immediately after closing of proposal time to identify the names of the proposer and their respective proposed contract amount. Other contents of the proposals will be afforded security sufficient to preclude disclosure of contents prior to award or rejection action. Refer to Paragraph 1.6 for details.
- B. After opening the Proposals, the Owner will evaluate and rank each Proposal with respect to the published selection criteria described under Section 1.5. After opening and ranking, an award may be made on the basis of the initially submitted Proposal, without discussion, clarification or modification, or the Owner may discuss with the selected proposer, offers for cost adjustment and other elements of the Proposal. Other than the data read at the Proposal opening, the Owner shall not disclose any information derived from the Proposals submitted by competing firms in conducting such discussions.
- C. If the Owner determines that it is unable to reach a satisfactory agreement with the first ranked proposer, the Owner will terminate discussions with that proposer. The Owner will then proceed with negotiations with each successive proposer as they appear in the order of ranking until an agreement is reached, or until the Owner has rejected all Proposals. After termination of discussions with any proposer, Owner will not resume discussions with that proposer.
- D. The Owner reserves the right to accept or reject any or all alternates or to accept any combination of alternates considered advantageous to the Owner.
- E. The award or rejection action regarding this Proposal is at the sole discretion of the Owner and the Owner makes no warranty regarding this Proposal that a contract will be awarded to any proposer.

1.11 The Owner agrees that if the Contract is awarded, it will be awarded to the proposer offering the best value to the Owner. The Owner is not bound to accept the lowest priced Proposal if that Proposal is judged not to be the best value for the Owner, as determined by the Owner.

1.12 FORMALITIES

A. The Owner reserves the right to waive irregularities and to reject all proposals.

1.13 APPLICABLE GOVERNING LAWS AND REGULATIONS

A. In accordance with the Instructions to Proposers, all proposers must comply with State Labor Laws concerning wage rates.

1.14 PERFORMANCE AND PAYMENT BONDS

A. Within ten (10) days after the contract is awarded, the successful Proposer shall furnish payment and performance bonds to the Owner for 100% of the contract price, if the contract is \$25,000.00 or more. Both the proposal bond and payment and performance bonds shall be written by a Surety Company listed by the United States Department of Treasury (Federal Register Circular 570) as an acceptable surety on Federal Bonds and shall hold a B+ or better rating by A.M. Best Co., Oldwick, NJ.

END OF DOCUMENT

DOCUMENT 00200

INSTRUCTIONS TO PROPOSERS

ARTICLE 1 - DEFINITIONS

- 1.1 Proposal Documents include the Proposal Requirements and the proposed Contract Documents. The Proposal Requirements consist of the Request for Proposals, Instructions to Proposers, the proposal form, and other sample proposal and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Proposal Documents.
- 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Proposal Documents by additions, deletions, clarifications or corrections.
- 1.4 A Proposal is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Proposal Documents.
- 1.5 A Unit Price is an amount stated in the Proposal as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Proposal Documents.
- 1.6 A Proposer is a person or entity who submits a Proposal.
- 1.7 A Sub-proposer is a person or entity who submits a proposal to a Proposer for materials, equipment or labor for a portion of the Work.

ARTICLE 2 - PROPOSER'S REPRESENTATIONS

- 2.1 The Proposer, by making a Proposal, represents that:
 - 2.1.1 The Proposer has read and understands the Proposal Documents and the Proposal is made in accordance therewith.
 - 2.1.2 The Proposer has read and understands the Proposal Documents or contract documents, to the extent that such documentation relates to the Work for which the Proposal is submitted, and for other portions of the Project, if any, being proposed concurrently or presently under construction.
 - 2.1.3 The Proposer has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Proposer's personal observations with the requirements of the proposed Contract Documents.
 - 2.1.4 The Proposal is based upon the materials, equipment and systems required by the Proposal Documents without exception.

ARTICLE 3 - PROPOSAL DOCUMENTS

3.1 COPIES

- 3.1.1 Proposers may obtain complete sets of the Proposal Documents from Parkhill, Smith & Cooper, Inc. in the number and for the deposit sum, stated in the Request for Competitive Sealed Proposals.
- 3.1.2 Proposal Documents will be issued directly to Subproposers or others unless specifically offered in Request for Competitive Sealed Proposals.
- 3.1.3 Proposers shall use complete sets of Proposal Documents in preparing Proposals; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.
- 3.1.4 In making copies of the Proposal Documents available on the above terms, the Owner and the Architect do so only for the purpose of obtaining Proposals on the Work and do not confer a license or grant permission for any other use of the Proposal Documents.

3.2 INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

- 3.2.1 The Proposer shall carefully study and compare the Proposal Documents with each other, and with other work being proposal concurrently or presently under construction to the extent that it relates to the Work for which the Proposal is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.
- 3.2.2 Proposers and Sub-proposers requiring clarification or interpretation of the Proposal Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Proposals.
- 3.2.3 Interpretations, corrections and changes of the Proposal Documents will be made by Addendum. Interpretations, corrections and changes of the Proposal Documents made in another manner will not be binding, and Proposers shall not rely upon them.

3.3 SUBSTITUTIONS

- 3.3.1 The materials, products and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- 3.3.2 **No substitution will be considered prior to receipt of Proposals unless written request for approval has been received by the Architect at least five days prior to the date for receipt of Proposals.** Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. An item by item (line by line) comparison of each item listed in the specification shall be compiled and submitted comparing specified material/product with proposed substitution. A statement setting forth changes in other material, equipment or other portions

of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. Architect's approval is for manufacturer only, and not specific material, system or equipment. Approved manufacturer's material, system or equipment is subject to additional and final review after award of contract and submitted for Architect's approval during Construction Administration submittal/shop drawing review process. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Architect approves a proposed substitution prior to receipt of Proposals, such approval will be set forth in an Addendum. Proposers shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract award, unless approved in accordance with the requirements of Section 01600 – Product Requirements.

3.4 ADDENDA

3.4.1 Addenda will be issued via the Architect's Newforma Info Exchange website or via mail (if internet service is not available) to all who are known by the issuing office to have received a complete set of Proposal Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Proposal Documents are on file for that purpose.

3.4.3 No Addenda will be issued later than two days prior to the date for receipt of Proposals except an Addendum withdrawing the request for Proposals or one which includes postponement of the date for receipt of Proposals.

3.4.4 Only Proposers who obtain Proposal Documents through Parkhill, Smith & Cooper, Inc. will be registered as a document holder (plan holder) and will therefore automatically receive addenda if/when issued.

3.4.5 Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued, and the Proposer shall acknowledge their receipt in the Proposal.

ARTICLE 4 - PROPOSAL PROCEDURES

4.1 FORM AND STYLE OF PROPOSALS

4.1.1 Proposals shall be submitted on forms identical to the form included with the Proposal Documents.

4.1.2 All blanks on the proposal form shall be filled in by typewriter or manually, in ink.

4.1.3 Where so indicated by the makeup of the proposal form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Proposal.

4.1.5 Each copy of the Proposal shall include the legal name of the Proposer and a statement that the Proposer is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Proposer to a contract. A Proposal by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Proposal submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Proposer.

4.1.6 All costs associated with the preparation, submission and delivery of Proposal is the sole responsibility of the Proposer.

4.2 PROPOSAL SECURITY

4.2.1 Each Proposal shall be accompanied by a proposal security as stipulated in the Request for Competitive Sealed Proposals, in the form and amount required, pledging that the Proposer will enter into a Contract with the Owner on the terms stated in the Proposal and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Proposer refuse to enter into such Contract or fail to furnish such bonds, the amount of the proposal security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the proposal security shall not be forfeited to the Owner in the event the Owner fails to comply with Subparagraph 6.2.1.

4.2.2 The surety bond shall be written on AIA Document A310, Proposal Bond, or a similar standard form of the Surety, and the attorney-in-fact who executes the bond on behalf of the Surety, shall affix to the bond a certified and current copy of the power of attorney.

4.2.3 The Owner will have the right to retain the proposal security of Proposers to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Proposals may be withdrawn, or (c) all Proposals have been rejected.

4.3 SUBMISSION OF PROPOSALS

4.3.1 All copies of the Proposal, the proposal security and other documents required to be submitted with the Proposal shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as indicated in the Request for Competitive Sealed Proposals and shall be identified with the Project name, the Proposer's name and address and, if applicable, the designated portion of the Work for which the Proposal is submitted. If the Proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.

4.3.2 Proposals shall be deposited at the designated location prior to the time and date for receipt of Proposals. Proposals received after the time and date for receipt of Proposals will be returned unopened.

4.3.3 The Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.

4.3.4 Oral, telephonic or telegraphic Proposals are invalid and will not receive consideration.

4.3.5 The Proposer shall be responsible for all costs associated with preparing the Competitive Sealed Proposal Document response. The Owner and Architect shall not incur any costs associated with the production and printing of the Competitive Sealed Proposal Document and post proposal information.

4.3.6 The Proposer shall prepare five (5) copies of his proposal information which will be sealed in an opaque envelope.

4.4 MODIFICATION OR WITHDRAWAL OF PROPOSAL

4.4.1 A Proposal may not be modified, withdrawn or canceled by the Proposer during the stipulated time period following the time and date designated for the receipt of Proposals, and each Proposer so agrees in submitting a Proposal.

4.4.2 Prior to the time and date designated for receipt of Proposals, a Proposal submitted may be modified or withdrawn by notice to the party receiving Proposals at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer or by telegram; if by telegram, written confirmation over the signature of the Proposer shall be mailed and postmarked on or before the date and time set for receipt of Proposals. A change shall be so worded as not to reveal the amount of the original Proposal.

4.4.3 Withdrawn Proposals may be resubmitted up to the date and time designated for the receipt of Proposals provided that they are then fully in conformance with these Instructions to Proposers.

ARTICLE 5 - CONSIDERATION OF PROPOSALS

5.1 OPENING OF PROPOSALS

5.1.1 As stated in the Request for Competitive Sealed Proposals, the properly identified Proposals, received on time, will be opened publicly and will be read aloud. An abstract of the same information may, at the discretion of the Owner, be made available to the Proposers within a reasonable time.

5.2 REJECTION OF PROPOSALS

5.2.1 The Owner shall have the right to reject any, or all Proposals, reject a Proposal not accompanied by a required proposal security, or by other data required by the Proposal Documents, or reject a Proposal which is in any way incomplete or irregular.

5.3 ACCEPTANCE OF PROPOSAL (AWARD)

5.3.1 It is the intent of the Owner to award a Contract to the lowest responsible Proposer provided the Proposal has been submitted in accordance with the requirements of the Proposal Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Proposal received and to accept the Proposal which, in the Owner's judgment, is in the Owner's own best interests. The issuance of this request for proposals does not obligate the Owner to enter into a contract.

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- 5.3.2 Each proposer agrees to waive any claim it has or may have against the Owner, the Architect, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

5.4 SELECTION CRITERIA AND SCORING METHODOLOGY

- 5.4.1 Proposers will be selected using a weighted multiplier for each category of the Selection Criteria. The weighted selection system assigns a specific weight (percentage of total value of 100%) to the list of selection criteria below. A weight is determined for each criteria as stipulated in the Request for Competitive Sealed Proposals.

Two proposers can receive the same point score for the same criteria.

Should a tie occur in the proposal selection, the lower Construction Cost will be the tiebreaker.

ARTICLE 6 - POST-PROPOSAL INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

- 6.1.1 Proposers to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement.

6.2 OWNER'S FINANCIAL CAPABILITY

- 6.2.1 The Owner shall, at the request of the Proposer to whom an award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Proposals, furnish to the Proposer reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Proposer will not be required to execute the Agreement between the Owner and Contractor.

6.3 SUBMITTALS

- 6.3.1 The Proposer will be required to establish, to the satisfaction of the Architect and Owner, the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Proposal Documents.
- 6.3.2 Prior to the award of the Contract, the Architect will notify the Proposer in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Proposer. If the Owner or Architect has reasonable objection to a proposed person or entity, the Proposer may, at the Proposer's option, (1) withdraw the Proposal, or (2) submit an acceptable substitute person or entity, with an adjustment in the Base Proposal or Alternate Proposal to cover the difference in cost occasioned by such substitution. The Owner may, accept the adjusted proposal price or disqualify, the Proposer. In the event of either withdrawal or disqualification, proposal security will not be forfeited.

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- 6.3.3 Persons and entities proposed by the Proposer and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

- 7.1.1 The Proposer shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds shall be secured from sources as defined in AIA Document A101-2007, as amended by the City of Socorro.
- 7.1.2 The cost shall be included in the Proposal.

7.2 TIME OF DELIVERY AND FORM OF BONDS

- 7.2.1 The Proposer shall deliver the required bonds to the Owner prior to the execution of the Contract.
- 7.2.2 The bonds shall be written on AIA Document A312, Performance Bond and Payment Bond or the Bonding Company's standard bond forms. Both bonds shall be written in the amount of the Contract Sum.
- 7.2.3 The bonds shall be dated on or after the date of the Contract.
- 7.2.4 The Proposer shall require the attorney-in-fact who executes the required bonds on behalf of the surety, to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 - INSURANCE

8.1 INSURANCE REQUIREMENTS

- 8.1.1 The Proposer shall furnish insurance in the types and amount of coverage required, and shall be secured from sources as defined in AIA Document A101-2007, as amended by the City of Socorro.
- 8.1.2 The cost shall be included in the Proposal.

8.2 TIME OF DELIVERY AND FORM OF INSURANCE

- 8.2.1 The Proposer shall deliver the required certificates of insurance coverage to the Owner upon its execution of the Contract.
- 8.2.2 The insurance certificate shall be written on a form acceptable to the Owner. Insurance shall be written in the amount required by the Contract.
- 8.2.3 The insurance certificates shall be dated on or before the date of the Contract.

ARTICLE 9 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 FORM TO BE USED

- 9.1.1 The Agreement for the Work will be written on AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope, as amended by the City of Socorro.

ARTICLE 10 - APPLICABLE GOVERNING LAWS AND REGULATIONS

10.1 WAGE RATES

- 10.1.1 All proposers must comply with State Labor Laws as required by current amended provisions of Section 2 of Article 5159a, Texas Civil Statutes. Contractor is required to pay not less than the specified minimum wage rates of the various applicable classes of labor.
- 10.1.2 The Contractor shall forfeit as a penalty to the State, sixty dollars (\$60.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by Contractor or by their subcontractor.

ARTICLE 11 – SALES TAX

- 11.1 The City of Socorro will provide the successful proposer with sales tax exemption certificates for construction materials

END OF SECTION

SECTION 01200

PRICE AND PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions (if any) and Division 1 - General Requirements apply to Work of this Section.

1.2 SECTION INCLUDES

- A. Contingency Allowance.
- B. Schedule of Values.
- C. Application for Payment.
- D. Change Procedures.
- E. Measurement and payment - unit prices.

1.3 RELATED SECTIONS

- A. Section 01330 - Submittal Procedures: Schedule of Values.
- B. Section 01600 - Product Requirements: Product substitutions.

1.4 CONTINGENCY ALLOWANCE

- A. Include the stipulated sum of \$25,000 for use upon Owner's instruction.
- B. Costs Included in Contingency Allowance: Contractor's costs for products, equipment, delivery, installation, labor, insurance, payroll, applicable taxes, and equipment rental; handling at the site, including unloading, uncrating, and storage; protection of products from elements and from damage; finishing costs.
- C. Costs Not Included in the Contingency Allowance, but included in Contract Sum/Price: Bonds, insurance, overhead, profit, and other expenses contemplated for stated allowance amounts.
- D. Funds will be drawn from Contingency Allowance only by Change Order.
- E. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.5 SCHEDULE OF VALUES

- A. Submit typed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet.
- B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section, separating labor and material for each line item. Identify site mobilization, general conditions, bonds and insurance as separate line items.
- D. Include separately from each line item, a directly proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders, with each Application For Payment.

1.6 APPLICATIONS FOR PAYMENT

- A. Submit three notarized copies of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: As defined in Owner-Contractor agreement.
- D. Include one copy of waiver of liens from each subcontractor.

1.7 CHANGE PROCEDURES

- A. The Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by AIA A201, 1997 Edition, Paragraph 7.4 by issuing Architect's Supplemental Instructions on Architect's Standard Supplemental Instruction form.
- B. The Architect may issue a Construction Change Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications and a change in Contract Time for executing the change. Contractor will prepare and submit an estimate within 7 days.
- C. The Contractor may propose a change by submitting request for change to the Architect, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01600.
- D. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Architect.
- E. Unit Price Change Order: For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- F. Construction Change Directive: Architect may issue a directive, on AIA Form G713 Construction Change Directive signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.
- G. Time and Material Change Order
 - 1. Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
 - 2. Architect will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.
 - 3. Maintain detailed records of work done on Time and Material basis.
 - 4. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- H. Change Order Forms: AIA G701 Change Order.
- I. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- J. Change Order: Furnish an itemized breakdown, in form acceptable to Architect of all costs and supporting information including but not limited to quantities, material prices, tier subcontracted work is performed at, labor rates and employer payments and rental rates. The

itemized breakdown detail shall be the same for any subcontractor work. Provide complete supporting information for profit and overhead or markups used when so requested. Consider the following items a part of overhead or Contractor's and sub-contractor's mark-up and do not include as a separate cost item: Labor for Superintendents, Assistant Superintendents, home office personnel, timekeepers and maintenance mechanics at any level of contracting; individual pieces of equipment, hand tools or instruments having a new value of \$500.00 or less, whether or not consumed by use; on site and main offices; modification to record contract documents nor guarantee period costs.

1.8 MEASUREMENT AND PAYMENT - UNIT PRICES

- A. Authority: Measurement methods are delineated in the individual specification sections.
- B. Take measurements and compute quantities. The Architect will verify measurements and quantities.
- C. Unit Quantities: Quantities and measurements indicated in the Proposal Form are for contract purposes only. Actual quantities provided will determine payment.
- D. Payment Includes: Full compensation for required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; insurance, overhead and profit.
- E. Defect Assessment: Replace the Work, or portions of the Work, not conforming to specified requirements. If, in the opinion of the Architect, it is not practical to remove and replace the Work, the Architect will direct an appropriate remedy or adjust payment.
- F. Unit Price Schedule:
 - 1. Item: 4" thick concrete sidewalk; Section 03300.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION



BASE BID Opinion of Probable Cost - 6/30/15

City of Socorro Mauro Rosas Park

Socorro, Texas

PSC Job Number: 03.7114.15

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COSTS	EXTENDED COSTS
HARDSCAPE				
Sidewalks (4707af + 600af plastic table concrete pads)	5307	SF	\$5.00	\$28,535.00
Concrete Curb (92 lf thickened edge concrete)	238	LF	\$12.00	\$2,856.00
IRRIGATION				
Irrigation Rotors	55590	SF	\$0.60	\$33,354.00
Landscape				
Turf Grass Seed	109434	SF	\$0.07	\$7,660.38
Site grading	3000	CY	\$5.00	\$15,000.00
Playground				
Fall Surfacing	3750	SF	\$4.00	\$15,000.00
Playground Equipment	1	LS	\$50,000.00	\$50,000.00
Site Amenities				
Basketball goals	4	EA	\$1,500.00	\$6,000.00
Bench	1	EA	\$760.00	\$760.00
Structural				
Cast-in-Place Concrete				
Continuous Footings	24	CY	\$211.00	\$4,960.61
Spread Footings	9	CY	\$303.00	\$2,688.83
Column Pedestals	3	CY	\$276.00	\$717.60
Floor Slab	592	SF	\$15.00	\$8,880.00
Demolition	592	SF	\$2.50	\$1,460.00
Metals				
HSS 6x4x1/4 Joists	250	LF	\$25.15	\$6,287.50
HSS 6x4x1/4 Beams	150	LF	\$27.09	\$4,063.50
HSS 6x6x5/16 Columns	80	LF	\$27.09	\$2,167.20
Metal Roof Deck	750	SF	\$8.12	\$6,090.00
Architectural				
8" Unit Masonry	2345	SF	\$14.00	\$32,830.00
Native Stone Veneer	180	SF	\$12.00	\$2,160.00
Standing Seam Metal Roofing	774	SF	\$8.00	\$6,192.00
Joint Sealants	1	LS	\$240.00	\$240.00
Install Doors and Frames	4	EA	\$60.00	\$240.00
Door Hardware	4	EA	\$300.00	\$1,200.00
Sealed Concrete Floors	595	SF	\$12.00	\$7,020.00
Sealed Concrete Walls	1550	SF	\$12.00	\$18,600.00
Resilient Base	160	LF	\$1.00	\$160.00
Portland Cement Plaster Finish	1150	SF	\$10.00	\$11,500.00
Painting	2730	SF	\$2.00	\$5,460.00
Toilet Partitions (Accessible)	2	EA	\$1,200.00	\$2,400.00
Toilet Partitions (Standard)	1	EA	\$1,000.00	\$1,000.00
Urinal Screens	1	EA	\$800.00	\$800.00
Signage	4	EA	\$50.00	\$200.00
Grab Bars	4	EA	\$150.00	\$600.00
Toilet Tissue Dispensers	3	EA	\$75.00	\$225.00
Napkin Disposal	2	EA	\$120.00	\$240.00
Paper Towel Dispensers	2	EA	\$150.00	\$300.00
Soap Dispensers	2	EA	\$75.00	\$150.00
Mirrors	2	EA	\$325.00	\$650.00
Fire Extinguishers	1	EA	\$250.00	\$250.00
Electrical				
Electrical service, basketball court and site lighting	1	LS	\$20,000.00	\$20,000.00
Lighting Panel	1	LF	\$1,800.00	\$1,800.00
Lighting fixtures	6	EA	\$200.00	\$1,200.00
Light Fixture (poles)	8	EA	\$360.00	\$2,880.00
Light Pole (concrete poles)	8	EA	\$900.00	\$7,200.00
Wall pack light fixtures	2	EA	\$350.00	\$700.00
Electrical Receptacles	4	EA	\$280.00	\$1,120.00
500 KCMIL	1700	LF	\$11.90	\$20,230.00
#10 Wire	600	LF	\$3.50	\$2,100.00
#12 Wire	600	LF	\$3.00	\$1,800.00
3/4" PVC	500	LF	\$5.20	\$2,600.00
1" PVC	500	LF	\$3.65	\$1,825.00
3/4" RMC	200	LF	\$4.00	\$800.00
Trenching & backfill	700	LF	\$12.00	\$8,400.00
Pullbox	8	EA	\$500.00	\$4,000.00
Timer	1	LS	\$4,000.00	\$4,000.00
Existing conduit removal	1	LS	\$3,000.00	\$3,000.00
Material pickup at storage location	1	LS	\$1,500.00	\$1,500.00
Civil				
6" Sewer Line	810	LF	\$35.00	\$28,350.00
6" Sewer Line	180	LF	\$30.00	\$5,400.00
Manholes	3	EA	\$5,000.00	\$15,000.00
Sewer Cleanout	1	EA	\$500.00	\$500.00
Tap into Sewer Line/Manhole	1	EA	\$1,000.00	\$1,000.00
Trench Safety	600	LF	\$2.00	\$1,200.00
Asphaltic Pavement Replacement	195	SY	\$40.00	\$7,800.00
6" Wye Fitting	1	EA	\$500.00	\$500.00
2" Water Meter	1	EA	\$2,700.00	\$2,700.00
2" Water Service Tap w/ Backflow preventer	1	EA	\$1,500.00	\$1,500.00
2" Valve and Box	1	EA	\$500.00	\$500.00
Demolition	1	LS	\$3,000.00	\$3,000.00
Mechanical and Plumbing				
Water Closets	3	EA	\$4,500.00	\$13,500.00
Lavatories	2	EA	\$3,500.00	\$7,000.00
Service Sink	1	EA	\$4,500.00	\$4,500.00
Drinking Fountain	1	EA	\$4,500.00	\$4,500.00
Piping, valves, fittings, etc.	1	LS	\$10,000.00	\$10,000.00
Urinal	1	EA	\$4,500.00	\$4,500.00
Louvers	4	EA	\$400.00	\$1,600.00
Unit Heaters	2	EA	\$750.00	\$1,500.00
Exhaust Fan	1	EA	\$950.00	\$950.00
Ductless DX Split System	1	EA	\$8,500.00	\$8,500.00
Condensate Piping & fittings, etc.	1	LS	\$150.00	\$150.00
SUBTOTALS				\$497,982.63
Area Multipliers	0.80			-\$39,838.62
Tax				\$396,396.11
General Contractor Overhead	8%			\$398,386.10
General Contractor Profit	7.0%			\$410,256.98
Band	1.50%			\$6,905.62
Contingency	5%			\$23,364.03
GRAND TOTAL				\$498,644.63



WITH ALTERNATES Opinion of Probable Cost - 6/30/15

City of Socorro Mauro Rosas Park

Socorro, Texas

PSC Job Number: 03.7114.15

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COSTS	EXTENDED COSTS
HARDSCAPE				
Sidewalks (4707ef + 600af picnic table concrete pads)	5307	SF	\$5.00	\$26,535.00
Concrete Curb (9Z If thickened edge concrete)	238	LF	\$12.00	\$2,856.00
IRRIGATION				
Irrigation Rotors (partial AL. 1 - 53844ef)	109434	SF	\$0.60	\$65,660.40
Landscape				
Turf Grass Seed	109434	SF	\$0.07	\$7,660.38
Site grading	3000	CY	\$5.00	\$15,000.00
Playground				
Fall Surfacing	3750	SF	\$4.00	\$15,000.00
Playground Equipment	1	LS	\$50,000.00	\$50,000.00
Site Amenities				
Basketball goals	4	EA	\$1,500.00	\$6,000.00
Shade Canopy w/ Integrated picnic table (Alt. 2)	6	EA	\$5,000.00	\$30,000.00
Bench	1	EA	\$760.00	\$760.00
Structural				
Cast-in-Place Concrete				
Continuous Footings	24	CY	\$211.00	\$4,960.61
Spread Footings	8	CY	\$303.00	\$2,608.83
Column Pedestals	3	CY	\$276.00	\$717.60
Floor Slab	592	SF	\$15.00	\$8,880.00
Demolition	592	SF	\$2.50	\$1,480.00
Metals				
HSS 6x4x1/4 Joists	250	LF	\$25.15	\$6,287.50
HSS 8x4x1/4 Beams	150	LF	\$27.09	\$4,063.50
HSS 8x8x5/16 Columns	80	LF	\$27.09	\$2,167.20
Metal Roof Deck	750	SF	\$8.12	\$6,090.00
Architectural				
8" Unit Masonry	2345	SF	\$14.00	\$32,830.00
Native Stone Veneer	180	SF	\$12.00	\$2,160.00
Standing Seam Metal Roofing	774	SF	\$8.00	\$6,192.00
Joint Sealants	1	LS	\$240.00	\$240.00
Install Doors and Frames	4	EA	\$60.00	\$240.00
Door Hardware	4	EA	\$300.00	\$1,200.00
Sealed Concrete Floors	5585	SF	\$12.00	\$7,000.00
Sealed Concrete Walls	1590	SF	\$12.00	\$18,660.00
Resilient Base	160	LF	\$1.00	\$160.00
Portland Cement Plaster Finish	1150	SF	\$10.00	\$11,500.00
Painting	2730	SF	\$2.00	\$5,460.00
Toilet Partitions (Accessible)	2	EA	\$1,200.00	\$2,400.00
Toilet Partitions (Standard)	1	EA	\$1,000.00	\$1,000.00
Urinal Screens	1	EA	\$600.00	\$600.00
Signage	4	EA	\$50.00	\$200.00
Grab Bars	4	EA	\$150.00	\$600.00
Toilet Tissue Dispensers	3	EA	\$75.00	\$225.00
Napkin Disposal	2	EA	\$120.00	\$240.00
Paper Towel Dispensers	2	EA	\$150.00	\$300.00
Sop Dispensers	2	EA	\$75.00	\$150.00
Mirrors	2	EA	\$325.00	\$650.00
Fire Extinguishers	1	EA	\$250.00	\$250.00
Electrical				
Electrical service, basketball court and site lighting	1	LS	\$20,000.00	\$20,000.00
Lighting Panel	1	LF	\$1,800.00	\$1,800.00
Lighting fixtures	6	EA	\$200.00	\$1,200.00
Light Fixture (poles)	8	EA	\$360.00	\$2,880.00
Light Pole (concrete poles)	8	EA	\$900.00	\$7,200.00
Wall pack light fixtures	2	EA	\$350.00	\$700.00
Electrical Receptacles	4	EA	\$280.00	\$1,120.00
500 KCMIL	1700	LF	\$11.80	\$20,230.00
#10 Wire	600	LF	\$3.50	\$2,100.00
#12 Wire	600	LF	\$3.00	\$1,800.00
3/4" PVC	500	LF	\$5.20	\$2,600.00
1" PVC	500	LF	\$3.85	\$1,925.00
3/4" RMC	200	LF	\$4.00	\$800.00
Trenching & backfill	700	LF	\$12.00	\$8,400.00
Pullbox	8	EA	\$500.00	\$4,000.00
Timer	1	LS	\$4,800.00	\$4,800.00
Existing conduit removal	1	LS	\$3,000.00	\$3,000.00
Material pickup at storage location	1	LS	\$1,500.00	\$1,500.00
Civil				
8" Sewer Line	810	LF	\$35.00	\$28,350.00
6" Sewer Line	180	LF	\$30.00	\$5,400.00
Manholes	3	EA	\$5,000.00	\$15,000.00
Sewer Cleanout	1	EA	\$500.00	\$500.00
Tap into Sewer Line/Manhole	1	EA	\$1,000.00	\$1,000.00
Trench Safety	990	LF	\$2.00	\$1,980.00
Asphaltic Pavement Replacement	195	SY	\$40.00	\$7,800.00
6" Wye Fitting	1	EA	\$500.00	\$500.00
2" Water Meter	1	EA	\$2,700.00	\$2,700.00
2" Water Service Tap w/ Backflow preventer	1	EA	\$1,500.00	\$1,500.00
2" Valve and Box	1	EA	\$500.00	\$500.00
Demolition	1	LS	\$3,000.00	\$3,000.00
Mechanical and Plumbing				
Water Closets	3	EA	\$4,500.00	\$13,500.00
Lavatories	2	EA	\$3,500.00	\$7,000.00
Service Sink	1	EA	\$4,500.00	\$4,500.00
Drinking Fountain	1	EA	\$4,500.00	\$4,500.00
Piping, valves, fittings, etc.	1	LS	\$10,000.00	\$10,000.00
Urinal	1	EA	\$4,500.00	\$4,500.00
Louvers	4	EA	\$400.00	\$1,600.00
Unit Heaters	2	EA	\$750.00	\$1,500.00
Exhaust Fan	1	EA	\$850.00	\$850.00
Ductless DX Split System	1	EA	\$8,500.00	\$8,500.00
Condensate Piping & fittings, etc.	1	LS	\$150.00	\$150.00

SUBTOTALS		\$566,289.02
Area Multipliers	0.80	-113,257.80
		\$453,031.22
Tax		\$453,031.22
General Contractor Overhead	8%	\$36,242.50
		\$489,273.71
General Contractor Profit	7.0%	\$34,249.16
		\$523,522.87
Bond	1.50%	\$7,852.84
		\$531,375.71
Contingency	5%	\$26,568.79
GRAND TOTAL		\$557,944.50



BUILDING_Opinion of Probable Cost - 6/30/15

City of Socorro Mauro Rosas Park

Socorro, Texas

PSC Job Number: 03.7114.15

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COSTS	EXTENDED COSTS
Landscape				
Site grading	3000	CY	\$5.00	\$15,000.00
Structural				
Cast-In-Place Concrete				
Continuous Footings	24	CY	\$211.00	\$4,960.61
Spread Footings	9	CY	\$303.00	\$2,608.83
Column Pedestals	3	CY	\$276.00	\$717.60
Floor Slab	592	SF	\$15.00	\$8,880.00
Demolition	592	SF	\$2.50	\$1,480.00
Metals				
HSS 6x4x1/4 Joists	250	LF	\$25.15	\$6,287.50
HSS6x4x1/4 Beams	150	LF	\$27.09	\$4,063.50
HSS8x5/16 Columns	80	LF	\$27.09	\$2,167.20
Metal Roof Deck	750	SF	\$8.12	\$6,090.00
Architectural				
8" Unit Masonry	2345	SF	\$14.00	\$32,830.00
Native Stone Veneer	180	SF	\$12.00	\$2,160.00
Standing Seam Metal Roofing	774	SF	\$8.00	\$6,192.00
Joint Sealants	1	LS	\$240.00	\$240.00
Install Doors and Frames	4	EA	\$60.00	\$240.00
Door Hardware	4	EA	\$300.00	\$1,200.00
Sealed Concrete Floors	585	SF	\$12.00	\$7,020.00
Sealed Concrete Walls	1580	SF	\$12.00	\$18,960.00
Resilient Base	160	LF	\$1.00	\$160.00
Portland Cement Plaster Finish	1150	SF	\$10.00	\$11,500.00
Painting	2730	SF	\$2.00	\$5,460.00
Toilet Partitions (Accessible)	2	EA	\$1,200.00	\$2,400.00
Toilet Partitions (Standard)	1	EA	\$1,000.00	\$1,000.00
Urinal Screens	1	EA	\$600.00	\$600.00
Signage	4	EA	\$50.00	\$200.00
Grab Bars	4	EA	\$150.00	\$600.00
Toilet Tissue Dispensers	3	EA	\$75.00	\$225.00
Napkin Disposal	2	EA	\$120.00	\$240.00
Paper Towel Dispensers	2	EA	\$150.00	\$300.00
Soap Dispensers	2	EA	\$75.00	\$150.00
Mirrors	2	EA	\$325.00	\$650.00
Fire Extinguishers	1	EA	\$250.00	\$250.00
Electrical				
Electrical service, basketball court and site lighting	1	LS	\$20,000.00	\$20,000.00
Lighting Panel	1	LF	\$1,800.00	\$1,800.00
Lighting fixtures	6	EA	\$200.00	\$1,200.00
Light Fixture (poles)	4	EA	\$350.00	\$1,400.00
Light Pole (concrete poles)	1	EA	\$900.00	\$900.00
Wall pack light fixtures	2	EA	\$350.00	\$700.00
Electrical Receptacles	4	EA	\$280.00	\$1,120.00
500 KCML	1700	LF	\$11.90	\$20,230.00
#10 Wire	600	LF	\$3.50	\$2,100.00
#12 Wire	600	LF	\$3.00	\$1,800.00
3.5" PVC	500	LF	\$5.20	\$2,600.00
1" PVC	500	LF	\$3.85	\$1,925.00
3/4" RMC	200	LF	\$4.00	\$800.00
Trenching & backfill	700	LF	\$12.00	\$8,400.00
Pullbox	8	EA	\$500.00	\$4,000.00
Timer	1	LS	\$4,800.00	\$4,800.00
Existing conduit removal	1	LS	\$3,000.00	\$3,000.00
Material pickup at storage location	1	LS	\$1,500.00	\$1,500.00
Civil				
8" Sewer Line	810	LF	\$35.00	\$28,350.00
6" Sewer Line	180	LF	\$30.00	\$5,400.00
Manholes	3	EA	\$5,000.00	\$15,000.00
Sewer Cleanout	1	EA	\$500.00	\$500.00
Tap into Sewer Line/Manhole	1	EA	\$1,000.00	\$1,000.00
Trench Safety	990	LF	\$2.00	\$1,980.00
Asphaltic Pavement Replacement	195	SY	\$40.00	\$7,800.00
6" Wye Fitting	1	EA	\$500.00	\$500.00
2" Water Meter	1	EA	\$2,700.00	\$2,700.00
2" Water Service Tap/w Backflow preventer	1	EA	\$1,500.00	\$1,500.00
2" Valve and Box	1	EA	\$500.00	\$500.00
Demolition	1	LS	\$3,000.00	\$3,000.00
Mechanical and Plumbing				
Water Closets	3	EA	\$4,500.00	\$13,500.00
Lavatories	2	EA	\$3,500.00	\$7,000.00
Service Sink	1	EA	\$4,500.00	\$4,500.00
Drinking Fountain	1	EA	\$4,500.00	\$4,500.00
Piping, valves, fittings, etc.	1	LS	\$10,000.00	\$10,000.00
Urinal	1	EA	\$4,500.00	\$4,500.00
Louvers	4	EA	\$400.00	\$1,600.00
Unit Heaters	2	EA	\$750.00	\$1,500.00
Exhaust Fan	1	EA	\$950.00	\$950.00
Ductless DX Split System	1	EA	\$8,500.00	\$8,500.00
Condensate Piping & fittings, etc.	1	LS	\$150.00	\$150.00
SUBTOTALS				\$338,237.24
Area Multipliers	0.80			-\$67,647.45
Tax				\$270,589.79
General Contractor Overhead	8%			\$270,589.79
General Contractor Profit	7.0%			\$292,236.98
Bond	1.50%			\$20,456.59
Contingency	5%			\$312,693.56
GRAND TOTAL				\$4,690.46
				\$317,383.97
				\$15,869.20
				\$333,253.17

Jesus Ruiz
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District 1



Gloria M. Rodriguez
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Victor Perez
District 3

Anthony Gandara
District 4

Adriana Rodarte
Interim City Manager

#25

August 3, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte

SUBJECT: Discussion and action to hire an engineer firm or an in house engineer.

SUMMARY

There is a current need of having an engineer in house or firm that can work on different designs for the city in order to qualify for government funding grants.

STATEMENT OF THE ISSUE

We completed a comparison for Council to review

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source: N/A

Amount:

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. CFO _____ Date _____
3. Attorney _____ Date _____

City of Socorro

Hiring an in-house Liscenced Civil Engineer vs. contracting services of an Engineering Firm

A. in-house Liscenced Civil Engineer:

	Annual Salary	AVG / Total
Salary.com	\$ 75,977.00	
Indeed.com	\$ 75,000.00	
Bureau of Labor Statistics - Texas	\$ 81,300.00	
CareerBuilder.com - Construction Civil Engineer PE Project Mgr.	\$ 85,000.00	
		\$ 79,319.25
Current benefit package		
- FICA	\$ 6,732.00	
- SUTA	\$ 270.00	
- Health	\$ 7,702.00	
- Dental	\$ 260.00	
- Vision	\$ 60.00	
- Life	\$ 96.00	
- WC	\$ 3,379.00	
		\$ 18,499.00
Total Yearly Fee:		\$ 97,818.25

* Additional Costs

Liability Insurance
Continuing Education
Travel Expenses Related to Continuing Education
Equipment, Tools and General Supplies
Technology i.e. CAD Software (ever changing)

B. Contracting services of Engineering Firm:

Safe Routes to School Program - Phase II

Total Fee: \$ 125,290

City of Socorro

Hiring an in-house Licensed Civil Engineer vs. contracting services of an Engineering Firm

In-House Licensed Civil Engineer

Pros

Fixed Salary

Availability

Cons

Limited Experience/Expertise

Limited Equipment

Tools

Technology

Engineering Firm

Pros

Greater Experience/Knowledge

Design

Surveying & Construction Management

Highway & Roadway

Wastewater Treatment

Parks and Recreation Facilities

Equipment

Tools

Technology & Software

Liability Insurance

Cons

Cost Varies

Availability

	Traffic Control Plan Details	\$1,598	18		2	16		
	Removal/Demolition Plans (Combined with Plan Sheets)	\$0	0					
	Plan Sheets	\$13,016	204		16	16	172	
	Existing Utility Layouts (Combined with Plan Sheets)	\$0	0					
	Environmental Permits, Issues and Commitments (EPIC) Sheet	\$543	6		2	4		
	SW3P General Notes	\$543	6		2	4		
	SW3P Standards	\$660	10		2		8	
		\$543	6		2	4		
	2. Design criteria (DSR) and Form 1002	\$102	2		2			
	3. Opinion of probable construction cost	\$735	8		4	4		
	4. Deliverables	\$389	5		1	2	2	
	5. State Safety Review Committee meeting	\$644	4	2	2			
	6. City/State DDR Committee review meeting (at 60%)	\$836	6	2	4			
	7. Construction timeline/schedule	\$836	6	2	4			
	Subtotal:	\$27,238	370	6	55	63	222	4
E.	Letting/Bidding Phase							
	1. Submit PS&E for State's Design Division review	\$102	2		2			
	2. Final PS&E package assistance/technical support	\$192	2		2			
	3. Incorporate State's Design Division review comments in PS&E	\$852	12		4		8	
	4. Assist City with technical letting/bidding backup information	\$0	0					
	5. Prepare addenda	\$1,070	10	2	4		4	
	Subtotal:	\$2,306	26	2	12		12	
	Subtotal Task VII:	\$30,833	404	12	71	63	234	4
VIII.	Field Surveying							
A.	Coordination with surveyor	\$495	4	1	2			1
	Subtotal:	\$495	4	1	2			1
	Subtotal Task VIII:	\$495	4	1	2	0	0	1
IX.	Construction Phase Services							
A.	Attend pre-construction conference	\$836	6	2	4			
B.	Shop drawings/contractor's submittals	\$1,204	14		2	8		4
C.	Periodic site visits (up to 2)	\$707	8		8			
D.	Design related issues	\$0	0					
E.	Interpretations and clarifications	\$192	2		2			
F.	Change orders	\$192	2		2			
G.	Substantial completion walk-through and punch-list	\$383	4		4			
H.	Final review	\$383	4		4			
I.	Record Drawings	\$1,321	20		4		10	
	Subtotal:	\$5,278	60	2	30	8	10	4
	Subtotal Task IX:	\$5,278	60	2	30	8	16	4
	Subtotal MCI Labor (Tasks I-JX):	\$53,829	609	48	156	131	250	24
	MCI Direct Costs (DC)							
		Qty.	Unit \$					
	Mileage (miles)	500	0.57					\$285
	Photocopies (11x17) (sheet)	4,500	0.20					\$900
	Overnight Mail (package)	2	25.00					\$50
	Plots (Bond) (linear foot)	300	1.50					\$450
	MyLars (11x17) (sheet)	150	1.50					\$225
	Boards (includes mounting) (each)	0	200.00					\$0
	Subtotal MCI Direct Costs:							\$1,910
	Subconsultants							
	Environmental (Blanton & Associates, Inc.):							\$ 40,776
	Surveying (Barragan and Associates, Inc.):							\$ 21,625
	Geotechnical (CQC Testing and Engineering):							\$ 5,650
	TDLR Specialist:							\$ 1,500
	Subtotal Subconsultants:							\$69,551
	Total Fee :							\$ 125,290

Safe Routes to School Program - Phase II
 City of Socorro, Texas
 MCI Fee Proposal for Professional Services
 5/4/2015

	Raw Rate	\$85	\$30	\$33	\$22	\$29	
	Billable Rate	\$226.34	\$95.86	\$87.87	\$58.58	\$77.22	
	Labor Price	Total Hours	Sr PM	Eng / Prof	Jr Eng / Jr Prof	Tech / CADD	Admin
I. Project Administration/Management and Coordination Services							
A. General Administration /Management							
1. Maintain records and files	\$607	4	2				2
2. Project correspondence	\$991	8	2	4			2
3. Update/maintain project design schedule	\$383	4		4			
4. Monthly reports/invoices	\$1,369	10	4				8
Subtotal:	\$3,350	26	8	8	0	0	10
B. Project Coordination							
1. Field visit with City representatives	\$1,289	8	4	4			
2. City/State progress meetings (up to 2)	\$836	6	2	4			
3. City/Stakeholder meetings (up to 2)	\$836	6	2	4			
4. Agency coordination	\$383	4		4			
Subtotal:	\$3,345	24	8	16	0	0	0
C. Quality Assurance/Quality Control							
1. Interdiscipline reviews	\$767	8		8			
2. Detail checks	\$767	8		8			
3. Independent technical reviews	\$2,716	12	12				
Subtotal:	\$4,250	28	12	16	0	0	0
Subtotal Task I:	\$10,944	78	28	40	0	0	10
II. Data Collection							
A. Data collection	\$272	3		1	2		
B. Existing features and photographic record	\$447	5		1	4		
C. City/State pertinent documentation	\$272	3		1	2		
Subtotal:	\$991	11		3	8		
Subtotal Task II:	\$991	11	0	3	8	0	0
III. Utilities							
A. Utility notifications and as-built records	\$1,049	12		2	8		2
B. Utility layouts (combined with plans)	\$0	0					
C. Proposed improvements overlays	\$895	10		2	8		
D. Utility adjustment(s) notifications/follow-up	\$1,598	18		2	16		
Subtotal:	\$3,542	40		6	32		2
Subtotal Task III:	\$3,542	40	0	6	32	0	2
IV. Environmental Studies and Public Involvement							
A. Coordination with environmental subconsultant	\$799	6	2	2			2
B. Public meeting (1) attendance & notes	\$453	2	2				
C. Public meeting arrangements/property owner data	\$0	0					
D. Public meeting exhibits/presentation slides	\$0	0					
Subtotal:	\$1,252	8	4	2			2
Subtotal Task IV:	\$1,252	8	4	2	0	0	2
V. Geotechnical Investigations, Studies, and Report							
A. Coordination with geotechnical engineer	\$495	4	1	2			1
Subtotal:	\$495	4	1	2			1
Subtotal Task V:	\$495	4	1	2	0	0	1
VI. Drainage Requirements							
A. Drainage analysis appropriate for type of improvements	\$0	0					
Subtotal:	\$0	0					
Subtotal Task VI:	\$0	0	0	0	0	0	0
VII. Plans, Specifications and Estimate (PS&E)							
A. Kick-off Meeting							
1. Attend Kick-off meeting	\$644	4	2	2			
2. Project protocols and deliverables	\$226	1	1				
3. Define project stakeholders	\$226	1	1				
4. Project design schedule	\$182	2		2			
Subtotal:	\$1,289	8	4	4			
B, C & D. 30%, 100% Design Phases							
1. Plans and specifications							
Title Sheet	\$418	6		1	1	4	
Sheet Index	\$418	6		1	1	4	
Project Layout	\$852	10		1	1	8	
Sidewalk and Miscellaneous Sections	\$740	11		1	2	8	
General Notes	\$692	8		4			4
Estimate & Quantity Summary	\$703	8			8		
Summary Sheets	\$703	8			8		
Construction Sequence	\$1,012	14		2	4	8	
Line Diagram	\$1,363	18		2	8	8	

Task No.	Sub Task	Socorro Safe Routes to Schools Task Description	Senior Env Specialist	Env Specialist	CADD GIS Tech II	CADD GIS Tech I	Archeologist/Technical Editor	Total Labor Hours	Total Loaded Labor
			\$123.70	\$115.00	\$101.00	\$75.00	\$93.00	\$78.00	
		Roadway Design							
120		SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT							\$0.00
	0.01	Level of Environmental Documentation Required						0	\$0.00
	0.02	Preparation and Revision of Deliverables	4	40	8	32	8	82	\$8,910.81
	0.03	General Specifications for CE Documents						0	\$0.00
	0.04	Environmental Services to be Performed						0	\$0.00
	0.05	Public Involvement (no attendance or preparation)	4					4	\$494.81
	0.06	Social and Economic Impacts	4			2	2	8	\$786.81
	0.07	Fairland Impacts						0	\$0.00
	0.08	Environmental Justice/LEP	4			2	2	8	\$786.81
	0.09	Pedestrians and Bicycles	1					1	\$123.70
	0.10	Air and Noise Analysis	4				2	8	\$846.81
	0.11	Water Quality Studies	6			8	8	24	\$2,197.61
	0.12	USACE Permits						0	\$0.00
	0.13	USCG Section 9 Permit						0	\$0.00
	0.14	Impacts to waters of the U.S.	8			8	2	18	\$1,741.61
	0.15	Water Body Modifications and Wildlife Impacts	8			8	2	18	\$1,741.61
	0.16	Invasive Species Studies	1					1	\$123.70
	0.17	Beneficial Landscaping	1					1	\$123.70
	0.18	Floodplain Impacts	1			1		2	\$198.70
	0.19	Wild and Scenic Rivers	1					1	\$123.70
	0.20	Coastal Zone Impacts						0	\$0.00
	0.21	Threatened and Endangered Species	4			2	2	8	\$786.81
	0.22	Archeological Studies	4			24	40	72	\$8,318.81
	0.23	Historic Resource Studies	40		24	24	4	92	\$9,476.07
	0.24	Hazardous Materials Impacts	8			8		18	\$1,741.61
	0.25	Construction Impacts		1				1	\$115.00
	0.26	Other Impacts		1				1	\$115.00
	0.27	Section 4(f) Evaluation						0	\$0.00
Total			105	42	32	119	40	376	\$36,583.68
		% by Classification	27.9%	11.2%	8.5%	31.6%	10.6%	10.1%	100.0%

Jesus Ruiz
Mayor

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At Large

Sergio Cox
District 1



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District 2 / Mayor Pro-Tem

Victor Perez
District 3

Anthony Gandara
District 4

Adriana Rodarte
Interim City Manager

#26

August 3, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte

SUBJECT: Discussion and action on Interlocal Agreement for Health and Environmental Services.

SUMMARY

Working toward self-sufficiency is the way for a better future!

The City of Socorro can evolve to be self-sufficient; however, we need to take the first step. Our population and steady growth can justify the investment to provide Health & Environmental services to our residents at lower cost and higher level of services. When we contract out these services we are placed at second priority and we are paying for overhead costs associated with other City Governments.

STATEMENT OF THE ISSUE

City of Socorro received Interlocal Agreement for Environmental Services, we are still pending the Health Service Agreement.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): N/A

Funding Source:

Amount:

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. CFO _____ Date _____
3. Attorney _____ Date _____

Summary: In the last seven years the City of Socorro has contracted with the City of El Paso for Health and Environmental Services for a total cost of 2,949,011 dollars. Factoring a 13 percent annual increase to the contract cost with El Paso, if we continue outsourcing this service, the total cost for the next five years will be 3,458,370 dollars. In this whitepaper, we will discuss how the level of services being provided are ambiguous and not quantifiable. In addition we will explore the benefits of providing our own services; which includes an increased level of services such as faster response for animal control, food inspections and increase vector control, added services such as immunization clinics within our city limits, and added grant funding and interlocals with neighboring communities to cover part of the costs.

SHOULD THE CITY OF SOCORRO OPERATE ITS OWN HEALTH AND ENVIRONMENTAL SERVICES?

Prepared on July 31, 2015

By City of Socorro Staff



The City of Socorro is outsourcing a service which can be provided by staff at a higher level of service. Investing in Health and Environmental Services will increase our capacity to provide better services now and in the future.

About this whitepaper.....

Working toward self-sufficiency is the way for a better future!

The City of Socorro can evolve to be self-sufficient; however, we need to take the first step. Our population and steady growth can justify the investment to provide Health & Environmental services to our residents at lower cost and higher level of services. When we contract out these services we are placed at second priority and we are paying for overhead costs associated with other City Governments.

In this report we will see what services we are paying for and what benefits we are receiving. We will map out the services we plan to implement immediately and the ones that we can transition into as we make the commitment to provide these services.

Contents

Outsourcing is costly

Contracting Health & Environmental services is costly and less effective for the residents of Socorro.

Solution

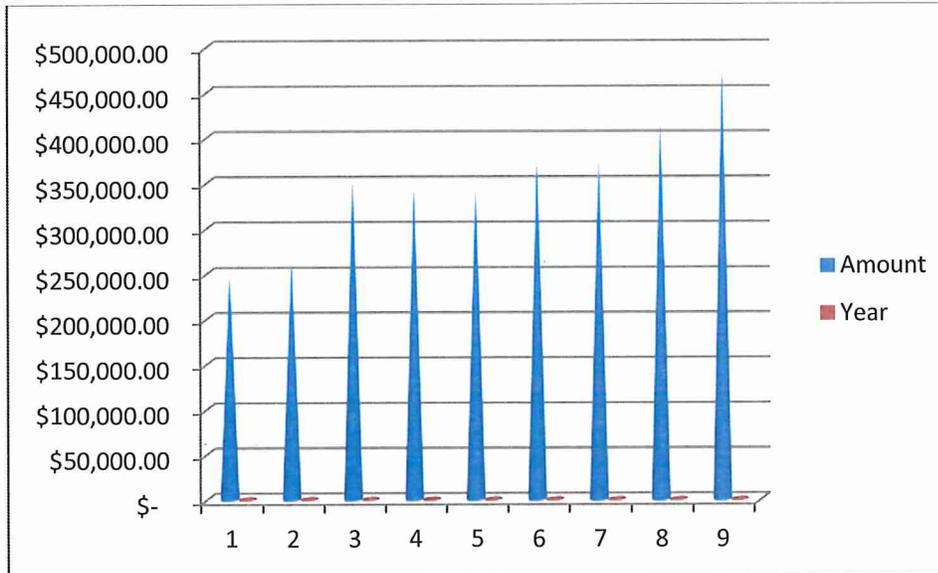
Offering Health & Environmental services in-house will increase the level and quality of service at a lower cost.

What next?

What is the implementation plan for the City?

Outsourcing is costly

Health & Environmental Contract from year 2007-2015



The bulk of the services being outsourced to the City of El Paso include the following:

- WIC
- Environmental Food
- Animal Services/Animal Services
- Vector Control
- Air Quality

Outsourcing is costly

WIC

WIC-Women, Infants and Children is a program which is funded primarily by Department of State Health Services. This program offers services such as:

- **Nutrition Education**
- **Breastfeeding Education and Support**
- **High Risk Assessment and Counseling**
- **Medical Nutrition Screening**
- **Medical/Social Referrals**
- **Healthy Supplemental Foods**

The City of El Paso operates a WIC clinic within the City of Socorro City Limits and it's located at

Americas WIC
10039 NORTH LOOP
EL PASO , TX. 79927
Telephone: 915-212-4942

The City of El Paso is receiving grant funding from DSHS for WIC activity. The grant funding given to contractors (City of El Paso) is dependent on the deliverables. Because Socorro residents are utilizing this service, this generates grant revenues for the contractor at 100% reimbursement for direct costs and also 20% of the salaries and fringe as an indirect cost allocation. Although this is a program offered within our City limits, it is a service our residents will receive whether or not we contract with the City of El Paso. The City of El Paso may change its venue if we opt out of the Health Contract, however, our residents can travel to the Tigua clinic for servicing. The cost of providing this service to our resident is not justifiable. This portion of the contract is approximately 40% of the Health Contract Cost or \$172,000.

Outsourcing is costly

Food Services

- Review and approve plans for new food service establishments
- Issue permits for food service establishments
- Inspect food service establishments for legal compliance
- Investigate food related complaints
- Initiate legal actions
- Obtain voluntary closures of facilities
- Recommend suspension or revocation of health permits
- Provide education and informational services classes for individuals working in food establishments
- Issue Food handler and manager cards
- Educate the public in safe food handling practices

RESULTS FOR:		
LA BAHIA SEA FOOD 901 HORIZON BLVD, SUITE# G SOCORRO, TX 79927		
Date of Inspection	Sanitary Code (Type of Inspection)	Inspection Score
3/26/2013 10:09:00 AM	1310 Routine Inspection	86

RESULTS FOR:		
EL MESON DE ONATE 9993 SOCORRO RD SOCORRO, TX 79927		
Date of Inspection	Sanitary Code (Type of Inspection)	Inspection Score
6/19/2013 9:23:00 AM	1310 Routine Inspection	66
6/19/2013 9:29:00 AM	1320 Re-inspection	94
1/13/2014 12:14:00 PM	1310 Routine Inspection	62
1/13/2014 12:18:00 PM	1320 Re-inspection	88

RESULTS FOR:			[back]
EL BOMBERO MENUDO Y TAMALES 10755 NORTH LOOP BLVD STE B SOCORRO, TX 79927			
Date of Inspection	Sanitary Code (Type of Inspection)	Inspection Score	
3/6/2013 5:22:00 PM	1310 Routine Inspection	82	
7/18/2013 12:31:00 PM	1310 Routine Inspection	71	
12/30/2013 11:49:00 AM	1310 Routine Inspection	76	
3/19/2014 5:28:00 PM	1310 Routine Inspection	78	
7/23/2014 11:31:00 AM	1310 Routine Inspection	72	
3/19/2015 3:53:00 PM	1310 Routine Inspection	73	

Out of 5 restaurants searched on the Health Department's Website for food inspections the following was found:

Name	Inspection Date
La Bahia Sea Food	3/26/2013
El Meson de Oñate	1/13/2014
El Bombero	3/19/2015
Restaurant Mesquite Mexican	None
Big Burger Mexican Eatery	None

According to the Health Department's website, La Bahia Sea food has not been inspected in over two years, El Meson de Onate has not been inspected in over one year and although the El Bombero was just inspected in March 2015 it had almost been 8 months since the last inspection was performed. In prior service years this restaurant had been inspected at least twice a year. There was no record of the Mesquite Mexican and the Big Burger Mexican Eatery food inspections. Although this service is not costly to the City, the concern should be the lack of frequency, timeliness, and quality of service we are obtaining.

Citations and restaurant closures are not being performed currently. The City will need to adopt ordinances to hold restaurants accountable to the Health code.

Outsourcing is costly

Animal Services

- Animal control activities
- Impoundment
- Kenneling
- Quarantines
- Euthanasia
- Permit issuance

Animal Services Field Operations September 2014 through May 2015

Activity	Total
Field Investigations	276
Return to Owner (Field)	14
Stray Animal Response	1,424
Field Euthanasia	5
Owner Surrender (Field)	7
Citations Issued	369
Trap Recoveries	136

Animal Shelter Activities September 2014 through May 2015

Activity	Total
Delivered by Sheriff	1
Quarantines	23
Impoundments	911
Returns to Owner	96
Adoptions	258
Euthanasia	419
Permits Issued	0
Owner Surrenders	28

Outsourcing is costly

The success rate for stray animal response is 64 percent or less since animal control officers responded to 1,424 stray animal calls which resulted in 911 impoundments. These statistics are not verifiable. The numbers are posted on the website without any reference to addresses for these occurrences.

Vector Control

- Mosquito fogging and trapping
- Larvacide application
- Swimming pool inspection
- Complaint investigations

Vector Control Activities September 2014 to May 2015

Activity	Total
Field Investigations	457
Mosquito Trap Recovery and Analysis	6
Vector Control Measures (acres treated)	15,527
Educations Events	1
Facility Inspections	

The City of Socorro's has a total area of approximately 14,000 acres, according to this chart, the whole area of the city was treated for vector control at least one time for a 9 month period.

Air Quality

- Enforcement-business inspection and responding to citizen concerns
- Monitoring-monitors pollution with monitoring network

Air Quality Activities From September 2014 to May 2015

Activity	Total
Fuel Blend Sampling Events	4
Stage II Vapor Recovery and Energy Act Investigations	1
Complaints and Other Investigations	3

City of El Paso, Texas
 Summary Results- For Direct Departments
 Based on 2014 Budgeted Expenditures

Socorro

Environment - Food	160.27
Animal Svc - Deleted	-
STD/HIV/Aids Clinics	7,876.23
Dental Clinic	26,341.12
Neighborhood Health Centers	-
Laboratory	10,200.77
Epidemiology	15,222.97
Health Education Programs	14,784.13
TDH Immunization	4,845.59
TB Outreach (less 5%)	3,262.32
HIV Prevention	789.95
PDNHF Two Should Know	8,826.21
DSHS TB Prevention/Control	6,246.73
Child Injury Prevention	-
DSHS Regional Planning (ORAS)	5,190.79
TDH Bur of Women & Children Fees (Title V -Dental)	3,776.50
STD/HIV Federal	11,077.32
Bio Terrorism-Lab	1,120.23
HIV/Surv Federal DSHS	1,405.06
OPHP/Bio Terrorism	10,941.01
211 Area Information Center	1,418.22
HEAL	-
Abstinence	-
WIC Administration	124,046.95
WIC Breastfeeding	15,729.59
WIC Nutrition Education	32,681.15
NEW PROGRAMS	-
Laboratory Response Network	529.14
PDN Tobacco	2,593.44
Infectious Disease Control	-
	-
	-
Total Department of Public Health	309,065.68
Vector - Deleted	-
Air Quality - Deleted	-
Total Environmental Services	-
Grand Total by Activity Allocation by Jurisdiction	309,065.68
Percent of Total Cost	0.05
2010 Population	32,013.00
Cost Per Capita by Activity Allocation by Jurisdiction	9.65
Cost per Capita Total	8.33
Grand Total by Capitation	266,778.11

Solution

Food

It is feasible for the City to service the health food inspections in-house in FY16. This service can be given top priority by in-house personnel; increasing the number of routine inspections and health safety awareness with local restaurants. A certified food inspector will ensure compliance with health food laws established by the State. The City will need to implement its local ordinances for processing with its municipal court in FY16.

In prior years the Environmental & Health Contracts were consolidated. In FY16, according to Environmental Services Department Administrators, the contracts will be separated. An option to opt out of services will be offered by Environmental Services to participating municipalities. In FY15 the Health Department has advised their contract is all inclusive and opting out of services is not optional. The FY16 Health contract has not been released for review.

The contract with the City of El Paso will expire at the end of August 31, 2015. The total cost of both services is shared at approximately 50 percent to Environmental Services and 50 percent to Health Services Departments. The total FY15 contract is 472,279 dollars.

Environmental

Animal Control/Vector

Implementing an animal control service and facility in-house will be feasible in FY17. The Department of State Health Services (DSHS) has advised on the procedures necessary to obtain an animal shelter as follows. The licensing procedures would be necessary only if quarantine facilities are implemented in the shelter. The regional Zoonosis Control Veterinarian conducts annual inspections to ensure compliance. There aren't any regulations regarding the kennel size or size of the building. Air quality and drainage issues are the primary concerns according to DSHS. Animal control officers need certifications for euthanizing animals. In-house veterinarians are not necessary. There aren't any specific vehicle features required for transporting animals.

The City can begin to operate it's own Animal Control Services and Vector services in FY17. The City of Socorro can terminate the interlocal services for Health and continue to engage Environmental Services in FY16.

Solution

Vector & Air Quality

Once the City implements an Environmental Department, the City will need to perform Vector control. The number of mosquito sprays need to be controlled by city personnel whether it be by hiring a contractor or by certifying personnel. Currently, the number of acres which are sprayed is one time per year.

Health

WIC

Opting out of the Health contract is the most prudent alternative. The cost driver for this contract is the WIC Clinic. The City of Socorro can apply for DSHS grants which would enable the residents to obtain services at no cost to the City. In addition, the City can attain indirect cost reimbursements for the WIC program which will pay for administrative salary staff not directly associated with the WIC program. An indirect study will need to be made for the city by a third party. This indirect cost model will be effective for all grants the City applies for.

What next?

Food

It is feasible for the City to service the health food inspections in-house in FY16. A certified food inspector will ensure compliance with health food laws established by the State. This will increase the number of routine inspections and it will increase health safety awareness with local restaurants. The City will need to implement its local ordinances for processing with its municipal court in FY16.

The City will need to staff a certified food inspector to conduct food inspections. The salary range for this position is from \$30,000 to \$46,000 annually. The benefit of this would be an increased number of inspections for compliance. In addition, the City will adopt ordinances to hold restaurants accountable for non-compliance. Citations will be issued and restaurant closures will be conducted until compliance is met. Classes will be conducted to issue food handlers cards. In FY15 the Health Department advised they can continue issuing food handlers cards if we opt out of the contract with them. Although this may be a viable option, hiring a food inspector would allow the city to offer this service to the residents.

Animal

If the City opts out of the Health contract it will save approximately 200,000 dollars in FY 16. These funds can be utilized for FY17 implementation of animal shelter facility. If animal control and animal shelter service is opted out in FY17 the city will have approximately 600,000 dollars for animal control and shelter activities (\$200k from FY16 and \$400k from FY 17). An architect has been contacted for a price estimate of an animal shelter, however, in speaking with DSHS, the price can start at \$120,000 depending on the size of the facility. A certified animal control officer salary ranges between \$30,000 to \$46,000 annually and a state of the art vehicle for transporting animals can start from \$80,000 to \$100,000. DSHS has advised there is no specific requirement for a particular type of vehicle.

Clinics

The City currently has no immunization/ vaccination clinics or dental clinics within its city limits. These clinics can be opened as we move toward self-sufficiency. Currently, residents are utilizing private clinics for servicing or must travel to Rawlings Clinic or Tigua clinics. The grants department will need to aggressively apply for grants for health related services with DSHS. The City of El Paso Department of Health advised they will not turn down residents from Socorro for seeking services within their city limits. The clinics located within the City of El Paso are not free. They stay in business by offering a fee for service at all their clinics. They do operate on a sliding scale. This means residents are charged a fee according to their annual

What next?

income. If we begin conducting research and a feasibility studies by the grants department in FY17, a clinic offering vaccination and immunizations can be opened in the near future. Once the operational structure of clinics is secured a dental clinic can follow. There are numerous services which can be offered to the residents in order to become a full blown Health Department. During the implementation stages for these services, the State of Texas has assigned a local Health Authority for municipalities which have not developed its Health Department. Our local health authority is located in downtown El Paso and is accessible for any emergency or crisis, or routine necessity which may arise. The State has the capacity to ensure protection to municipalities which so desire.

In order to become a City which can provide quality services to its residents, the City must make the necessary adjustments to become self-sufficient. Contracting out services which are detrimental to the health and safety of our residents is placing the needs of our residents at second priority to our neighboring City. In order to become self-sufficient we must move forward and take action. In the past, these services were contracted out, however, because of the increasing cost of outsourcing this service and the steady growth of the City it's time this service is controlled by the City of Socorro. Let's make an investment which will produce benefits now and in the future.



Mayor
Oscar Leeser

June 25, 2015

City Council

District 1
Ann Morgan Lilly

The Honorable Jesus Ruiz, Mayor
City of Socorro
124 S. Horizon Blvd.
Socorro, Texas 79927

District 2
Larry Romero

Dear Mayor Ruiz,

District 3
Emma Acosta

On behalf of the City of El Paso, I would like to take this opportunity to provide you with the estimated fiscal year 2016 (FY16) cost of interlocal services for that are provided to your municipality. This cost reflects figures included in the proposed FY16 budget for the Environmental Services Department (ESD), which will be approved by the El Paso City Council in August.

District 4
Carl L. Robinson

The cost of operations and capital depreciation (based the annual cost of depreciation per capital asset) is included in each program's budget. The total expenses are reduced by certain revenues, an adjustment to indirect cost, and the capital expenses for FY16. These programmatic costs are allocated based on the level of FY15 activities provided to each community.

District 6
Eddie Holguin Jr.

The attached table includes the following information for each municipality:

- Animal Services Field Operations (animal control), as a % of the program budget
- Animal Shelter services, as a % of the program budget
- Vector Control activities, as a % of the program budget
- Air Quality, per capita

District 7
Lily Limón

District 8
Cortney C. Niland

Also, you may notice that the attached tables include only services provided by ESD. Beginning in FY16, the interlocal agreement for services provided by the City of El Paso's Department of Public Health will be contained in a separate document.

City Manager
Tommy Gonzalez

Please review the proposed cost for your municipality and notify me in writing by August 1st if you wish to continue services after August 31, 2015; otherwise, ESD will not renew service to your community after this date.

Sincerely,

Ellen A. Smyth, P.E., Director
smythea@elpasotexas.gov

City of El Paso, Texas
Summary Results- For Direct Departments
Based on 2016 Budgeted Expenditures

	El Paso	Anthony	Clint	Horizon	Socorro	Vinton	El Paso County	San Elizario	Total Operational Cost
FY16									
Animal Shelter	2,856,073	17,568	13,851	87,838	102,702	4,730	270,322	21,959	3,375,043
Animal Control Officers	2,295,098	12,420	5,796	42,129	75,248	4,383	-	146	2,435,221
Vector Control	602,112	11,191	6,432	10,277	32,041	2,078	114,136	92	778,359
Air Quality (per capita)	168,380	1,300	240	4,341	8,304	524	24,609	2,433	210,131
Grand Total	5,921,664	42,478	26,319	144,585	218,296	11,715	409,067	24,630	6,798,754
Percent of Total Cost	87.10%	0.62%	0.39%	2.13%	3.21%	0.17%	6.02%	0.36%	100.00%

Change by Government (1,081,486) (3,732) (12,922) 42,705 (19,578) (26,960) (44,097) 24,630 (1,121,439)
 Percentage of Change -18.26% -8.79% -49.10% 29.54% -8.97% -230.13% -10.78% 100.00% -16.49%

FY15	El Paso	Anthony	Clint	Horizon	Socorro	Vinton	El Paso County	San Elizario	Operational Cost
Animal Shelter	3,503,182	11,803	13,551	34,971	106,660	-	270,322	-	3,940,488
Animal Control Officers	2,512,409	8,301	7,765	50,339	98,804	15,124	-	-	2,692,742
Vector Control	702,254	23,904	17,518	9,215	18,339	22,433	141,144	-	934,807
Air Quality (per capita)	285,305	2,202	407	7,355	14,071	1,118	41,698	-	352,156
Grand Total	7,003,149	46,210	39,241	101,880	237,874	38,675	453,164	-	7,920,193
Percent of Total Cost	89.20%	0.59%	0.50%	1.18%	2.79%	0.49%	5.75%	0.00%	100.00%

Change by Government 1,460,591 5,193 12,116 75,282 49,658 38,675 65,254 - 1,706,769
 Percentage of Change 20.86% 11.24% 30.88% 73.89% 20.88% 100.00% 14.40% 0.00% 21.55%

Interlocal Agreements Webpage

City of El Paso Texas

1. To access the monthly activity data in your community, follow this link:
<http://www.elpasotexas.gov/environmental-services/interlocal-services-provided>
2. Click on the "SERVICE REPORTS" link in the Resources Menu

The screenshot shows the City of El Paso website. The main navigation bar includes links for GOVERNMENT, RESOURCES, BUSINESS, VISITORS, DEPARTMENTS, MEETINGS, CONTACT, and I WANT TO. The page title is "Interlocal Services Provided". Below the title, there is a section for "ENVIRONMENTAL SERVICES" with a phone number 915-212-6000. A large banner features the text "Interlocal Services Provided by ESD" with logos for the City of El Paso, El Paso County, and the Environmental Services District (ESD). The "INTERLOCAL AGREEMENTS" section explains that the City of El Paso has been contracted to provide certain necessary health and environmental services to El Paso County and local municipalities since the dissolution of the El Paso City - County Health and Environmental Services District in 2007. It lists several programs involved in conducting environmental service activities, such as Air Quality, Animal Services, and Vector Control. A "VECTOR CONTROL ACTIVITY MAP" is also visible. On the right side, there is a "RESOURCES & DOCUMENTS" menu with a sub-link for "SERVICE REPORTS" circled in red. A large red arrow points from the top right towards this link. The footer contains contact information for the City of El Paso, including the address 300 N. Campbell, El Paso, Texas 79901, and the phone number (915) 212-0000 or 3-1-1. It also includes social media icons for Facebook, Twitter, and YouTube, and the text "© 2015 City of El Paso" and "Mon-Thurs | 7:00 a.m. to 6:00 p.m. | Closed Fridays".

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS (“City of El Paso”) and the CITY OF SOCORRO, TEXAS (“City of Socorro”) by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and City of Socorro are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City of El Paso has a Department of Environmental Services; and

WHEREAS, this Agreement for interlocal cooperation for the City of El Paso to provide certain environmental services to the City of Socorro is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, the City of Socorro desires to have the City of El Paso’s designated Local Rabies Control Authority serve as the City of Socorro’s designated authority, as necessary pursuant to state law.

WHEREAS, the City of Socorro requests assistance from the City’s Animal Services Division as the City of Socorro has no location to house animals that it retrieves or other individuals or entities retrieve within the jurisdictional boundaries of the City of Socorro; and

WHEREAS, the City of Socorro will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to the City of Socorro, which is confidential and must be afforded special treatment and protection.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the City of Socorro and the City of El Paso mutually agree as follows:

1. **SCOPE OF SERVICES.**

- 1.1 The City of El Paso shall perform the following environmental services by and through its Department of Environmental Services under the terms and conditions hereinafter stated, and the City of Socorro hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso will provide mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.1.2 The City of El Paso agrees to provide the following animal control services:

1.1.2.1 The City of El Paso will receive at the City's Animal Shelter located at 5001 Fred Wilson Road, El Paso, Texas 79906 (the "Shelter") each animal that the City of Socorro either delivers or requests to be delivered to said Shelter, or that each resident of the City of Socorro delivers to said Shelter. The City of El Paso will board each animal that the City of Socorro delivers or requests to be delivered to said Shelter, or that each resident of the City of Socorro delivers to said Shelter, whether it be in order to reunite said animal with its owner, quarantine, maintain evidence for a legal proceeding, or euthanize and dispose of said animal.

1.1.2.1.1 The City shall recoup from all animal owners who reclaim their animal at the Shelter, prior to releasing an animal to the owner, all applicable fees in order to mitigate charges to the City of Socorro to include the one time impound fee of \$55.00/animal; kenneling fee of \$10.00/day for a dog or cat, and \$15.00/day for an animal other than a dog or cat; and the quarantine fee of \$10.00/day. On a monthly basis, the City will keep track of the amounts recouped directly from City of Socorro animal owners who reclaimed their animal(s) at the Shelter, and shall issue a refund in that amount to the City of Socorro by September 30, 2016.

1.1.2.2 The City of El Paso agrees to provide animal control services as determined to be appropriate by City of El Paso staff and as required

by law, including but not limited to, investigating citizen complaints, conducting periodic patrols to proactively enforce appropriate State animal-related rules and laws and engaging in the impoundment of stray animals, investigation of animal bite reports, quarantine of animals involved in bites, investigation of allegations of animal cruelty, and the euthanasia of animals as necessary.

- 1.1.3 The City of El Paso will include the jurisdictional areas of the City of Socorro within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.
- 1.2 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the City of Socorro as required under these grant provisions. Provided however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and in any such instances, the Director of the City of El Paso's Department of Environmental Services shall give written notice to the City of Socorro that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant. The City of El Paso will provide written notice to the City of Socorro of grant funding which becomes discontinued or terminated, and any election by the City of El Paso not to seek the renewal of grants existing at the effective date of this Agreement.
- 1.3 To the extent allowed by law, the City of Socorro agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide environmental service functions in the City of Socorro pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if

any, where the providing of environmental services is authorized by law, and including the power to issue citations for violations of any ordinances pertaining to the protection of the public health and which pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.

- 1.4 The City of El Paso agrees that it will file citations and complaints regarding applicable violations occurring within the territorial limits of the City of Socorro through the City of Socorro Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving said citations and complaints are on the court's docket, without the necessity for the issuance of a subpoena. The City of Socorro Municipal Court will provide reasonable notice of any case settings to the City of El Paso.
- 1.5 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.
- 1.6 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.7 The City of El Paso agrees that it will keep accurate records of all services provided to the City of Socorro pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to City of Socorro officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City's website and available to the City of Socorro from the website.
- 1.8 On or before July 1, 2016, the City of El Paso shall provide to the City of Socorro an initial projection based on the City Manager's filed proposed budget of City of Socorro's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1, 2016. The provision of this initial projection of potential

costs will be used solely for the purposes of facilitating the budgeting process for the City of Socorro for its FY2017 budget.

1.9 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of environmental services for which the City of Socorro does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in the City of Socorro, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide environmental services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of the City of Socorro). The place where the specific services described in Subsections 1.1.2.1 are to be performed is at the Shelter.

3. **DESIGNATION OF LOCAL RABIES CONTROL AUTHORITY.** The Parties agree that the individual or entity designated by the City to serve as the Local Rabies Control Authority will serve as the Local Rabies Control Authority for the City of Socorro, as necessary pursuant to Section 826.017, Texas Health and Safety Code.

4. **RABIES ORDER.** The Parties expressly agree that the February 15, 1974 Rabies Order of the El Paso County Commissioners' Court, and any lawfully adopted successor orders, shall apply within the jurisdictional areas of the City of Socorro.

5. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September 2015, and shall terminate on the 31st day of August 2016, regardless of the date of execution of this Agreement.

5.1 In the event of an environmental emergency, such as, but not limited to, a disaster declaration of the City of Socorro, requiring, as a result of the emergency, specific environmental services from the City of El Paso after August 31, 2016, and prior to the signing of a subsequent Interlocal for environmental services between the parties to this Agreement, the required services shall be provided by the City of El Paso to the City of Socorro at the rate described in the present Agreement, and the City of Socorro shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

6. **COMPENSATION.**

6.1 The City of Socorro agrees to pay the amount not to exceed TWO HUNDRED EIGHTEEN THOUSAND TWO HUNDRED NINETY SIX AND 00/100 DOLLARS (\$218,296.00) for services rendered in accordance with this Agreement, excluding the services described in Section 5.1. Payments shall be made in equal monthly installments, each in the amount of EIGHTEEN THOUSAND ONE HUNDRED NINETY ONE AND 33/100 DOLLARS (\$18,191.33), with the first payment becoming due and payable on the 1st day of September 2015 or within 10 days after the date that the City of Socorro signs this Agreement, whichever is later. The monthly installment described in this Section 6.1 does not include the services described in Section 5.1.

6.2 The Parties acknowledge that the funds paid by the City of Socorro pursuant to Section 6.1 above may not be sufficient in the event of an unexpected occurrence such as an outbreak or epidemic (i.e. rabies, cholera) in the jurisdictional areas of the City of Socorro. The City of Socorro shall name a person to serve as a point of contact to discuss these types of threats, its intervention, and any additional costs that the City of Socorro will need to pay to defray the resulting expenses. Such contact person shall be designated and disclosed to the director of the Department of Environmental Services as of the signing of this Agreement. The comparative Cost Model attached hereto as Appendix A lists the cost per service offered by the City of El Paso to the City of Socorro pursuant to this Agreement.

7. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In event that the City of Socorro accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than 60 days, pursuant to the El Paso City Code, Ordinance 14700.

8. **LAW GOVERNING CONTRACT.** For purposes of determining the law governing the same, this Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

8.1 *Authority of the City of El Paso.* The City of Socorro expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to

environmental law, including animal regulation, within the city limits and extraterritorial jurisdiction of the City of Socorro, Texas. The City of Socorro further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the County of El Paso applicable to environmental law to include animal regulation, within the incorporated limits and extraterritorial jurisdiction of the City of Socorro, Texas. The City of Socorro shall provide certified copies of all the City of Socorro, Texas Ordinances affecting environmental law, including animal regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Environmental Services.

- 8.2 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.
- 8.3 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.
- 8.4 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE LATTER PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF

ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

8.5 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either party upon sixty days written notice to the other party at the following addresses, or at a new address as provided in writing to the nonmoving party by a party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY OF EL PASO: City of El Paso
 Attn: City Manager
 P.O. Box 1890
 El Paso, Texas 79950-1890

CITY OF SOCORRO: City of Socorro
 Attn: Mayor
 124 South Horizon Blvd.
 Socorro, Texas 79927

All payments by the City of Socorro under this Agreement are payable only out of current City of Socorro revenues. In the event that funds relating to this Agreement do not become available, such as by City of Socorro City Council not appropriating the funds, the City of Socorro shall have no future obligation to pay or perform any future services related herein to the City of El Paso for the City of Socorro's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 6 and 7 of this Agreement. Should the City of Socorro experience a funding unavailability related to the services described in this Agreement, the City of Socorro shall

immediately provide written notification to the City of El Paso of such case and either party may choose to terminate the Agreement subject to this Section 9. In the event that the City of Socorro notifies the City of El Paso that the City of Socorro is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to the City of Socorro except as required by related grant funding requirements to which the City of El Paso must adhere.

10. **INDEPENDENT CONTRACTORS.** The City of El Paso and the City of Socorro are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor the City of Socorro nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

11. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

12. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

13. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The parties reserve the right to amend this Agreement in the event either party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(Signature pages follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and the City of Socorro.

APPROVED this ____ day of _____, 20__.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Josette Flores
Assistant City Attorney

Ellen A. Smyth, P.E., Director
Environmental Services Department

(Signatures continue on the following page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of Socorro Interlocal Agreement between the City of El Paso and the City of Socorro.

APPROVED this ____ day of _____, 20__.

CITY OF SOCORRO

The Hon. Jesse Ruiz, Mayor
Mayor

ATTEST:

APPROVED AS TO FORM:

City of Socorro Clerk

City of Socorro Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO) INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS ("City of El Paso") and the CITY OF SOCORRO, TEXAS ("City of Socorro") by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and City of Socorro are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City of El Paso has both a Department of Public Health and a Department of Environmental Services; and

WHEREAS, this Agreement for interlocal cooperation for the City of El Paso to provide certain public health and environmental services to the City of Socorro is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, the City of Socorro desires to have the City of El Paso's appointed health authority serve as the City of Socorro's health authority.

WHEREAS, the City of Socorro desires to have the City of El Paso's designated Local Rabies Control Authority serve as the City of Socorro's designated authority, as necessary pursuant to state law.

WHEREAS, the City of Socorro requests assistance from the City's Animal Services Division as the City of Socorro has no location to house animals that it retrieves or other individuals or entities retrieve at the request of the City of Socorro; and

WHEREAS, the City of Socorro will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to the City of Socorro, which is confidential and must be afforded special treatment and protection.

WHEREAS, the City of El Paso will also have access to and/or receive from the City of Socorro certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations;

WHEREAS, the City of El Paso will include the City of Socorro in public health research projects, to examine health conditions in the City of Socorro, when funded by the State

of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the City of Socorro and the City of El Paso mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The City of El Paso shall perform the following public health related services by and through its Department of Public Health under the terms and conditions hereinafter stated, and the City of Socorro hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of food borne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.

1.1.1.1 The City will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 229.161 et seq.

1.1.2 The City of El Paso will provide complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable City of Socorro ordinances.

1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.1.4 The City of El Paso will provide immunization services to residents of the City of Socorro to include but not be limited to adult, adolescent and

childhood immunizations as recommended by the Texas DSHS. Appropriate and customary fees will be charged to those receiving these services.

1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of the City of Socorro. Services may include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.

1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of the City of Socorro in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.

1.1.7 The City will provide pediatric dental services to residents living in the City of Socorro in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines. Services may be provided in the Department of Public Health's licensed dental facility in the City of El Paso or by use of the City of El Paso's Mobile Dental clinic beyond the City limits.

1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to the City of Socorro's residents at local school facilities through the City of El Paso's Health Education Program.

1.2 The City of El Paso shall perform the following environmental services by and through its Department of Environmental Services under the terms and conditions hereinafter stated, and the City of Socorro hereby accepts and agrees to the following terms and conditions:

1.2.1 The City of El Paso will provide mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito

harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.2.2 The City of El Paso agrees to provide the following animal control services:

1.2.2.1 The City of El Paso will receive at the City's Animal Shelter located at 5001 Fred Wilson Road, El Paso, Texas 79906 (the "Shelter") each animal that the City of Socorro either delivers or requests to be delivered to said Shelter. The City of El Paso will board each animal that the City of Socorro delivers or requests to be delivered to said Shelter, whether it be in order to reunite said animal with its owner, quarantine, maintain evidence for a legal proceeding, or euthanize and dispose of said animal.

1.2.2.1.1 The City shall recoup from all animal owners who reclaim their animal at the Shelter, prior to releasing an animal to the owner, all applicable fees in order to mitigate charges to the City of Socorro to include the one time impound fee of \$55.00/animal; kenneling fee of \$10.00/day for a dog or cat, and \$15.00/day for an animal other than a dog or cat; and the quarantine fee of \$10.00/day.

1.2.2.2 The City of El Paso agrees to provide animal control services as determined to be appropriate by City of El Paso staff and as required by law, including but not limited to, investigating citizen complaints, conducting periodic patrols to proactively enforce appropriate State animal-related rules and laws and City of Socorro ordinances, impoundment of stray animals, investigation of animal bite reports, quarantine of animals involved in bites, investigation of allegations of animal cruelty, and the euthanasia of animals as necessary.

1.2.3 The City of El Paso will include the jurisdictional areas of the City of Socorro within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine

ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.

- 1.3 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the City of Socorro as required under these grant provisions. Provided however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and in any such instances, the Director of the City of El Paso's Department of Public Health or the Director of the City of El Paso's Department of Environmental Services shall give written notice to the City of Socorro that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant. The City of El Paso will provide written notice to the City of Socorro of grant funding which becomes discontinued or terminated, and any election by the City of El Paso not to seek the renewal of grants existing at the effective date of this Agreement.
- 1.4 To the extent allowed by law, the City of Socorro agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health and other service functions in the City of Socorro pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations for violations of any ordinances pertaining to the protection of the public health and which pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.
- 1.5 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of the City of Socorro through the City of Socorro Municipal Court. It is agreed that the appropriate personnel from the City

of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. The City of Socorro Municipal Court will provide reasonable notice of any case settings to the City of El Paso.

- 1.6 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.
- 1.7 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.8 The City of El Paso agrees that it will keep accurate records of all services provided to the City of Socorro pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to City of Socorro officials, as requested.
- 1.9 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health and environmental services for which the City of Socorro does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in the City of Socorro, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and other services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of the City of Socorro). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso. The place where the specific services described in Subsections 1.2.2.1 are to be performed is at the Shelter.

3. **APPOINTMENT OF HEALTH AUTHORITY.** The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for the City of Socorro, in accordance with Section 121.028(c), Texas Health and Safety Code.

4. **DESIGNATION OF LOCAL RABIES CONTROL AUTHORITY.** The Parties agree that the individual designated by the City to serve as the Local Rabies Control Authority will serve as the Local Rabies Control Authority for the City of Socorro, as necessary pursuant to Section 826.017, Texas Health and Safety Code.

5. **RABIES ORDER.** The Parties expressly agree that the February 15, 1974 Rabies Order of the El Paso County Commissioners' Court, and any lawfully adopted successor orders, shall apply within the jurisdictional areas of the City of Socorro.

6. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September 2014, and shall terminate on the 31st day of August 2015, regardless of the date of execution of this Agreement.

6.1 In the event of a public health or environmental emergency, such as, but not limited to, a disaster declaration of the City of Socorro, requiring, as a result of the emergency, specific health and environmental services from the City of El Paso after August 31, 2015, and prior to the signing of a subsequent Interlocal for health and environmental services between the parties to this Agreement, the required services shall be provided by the City of El Paso to the City of Socorro at the rate described in the present Agreement, and the City of Socorro shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

7. **COMPENSATION.**

7.1 The City of Socorro agrees to pay the amount not to exceed FOUR HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED SEVENTY-NINE DOLLARS AND NO/100 (\$472,279.00) for services rendered in accordance with this Agreement, excluding the services described in Section 6.1. Payments shall be made in equal monthly installments, each in the amount of THIRTY NINE THOUSAND THREE HUNDRED FIFTY-SIX DOLLARS AND 58/100 (\$39,356.58), with the first payment becoming due and payable on the 1st day of September 2014 or within 10 days after the date that the City of Socorro signs this Agreement, whichever is later. The monthly installment described in this Section 7.1 does not include the services described in Section 6.1.

7.2 The Parties acknowledge that the funds paid by the City of Socorro pursuant to Section 7.1 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. rabies, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of the City of Socorro. The City of Socorro shall name a person to serve as a point of contact to discuss these types of public health threats, its intervention, and any additional costs that the City of Socorro will need to pay to defray the resulting expenses. Such contact person shall be designated and disclosed to the director of the Department of Public Health as of the signing of this Agreement.

8. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, P.O. Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection, permit, and animal registration fees collected in the City of Socorro. Such fees, when set or revised by the City of Socorro and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the City of El Paso. All fees that the City of Socorro collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within 30 days of the conclusion of the quarter. The City of Socorro shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that the City of Socorro accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than 60 days, pursuant to the El Paso City Code, Ordinance 14700.

9. **LAW GOVERNING CONTRACT.** For purposes of determining the law governing the same, this Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

9.1 *Authority of the City of El Paso.* The City of Socorro expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to public health to include animal regulation, within the city limits and extraterritorial jurisdiction of the City of Socorro, Texas. The City of Socorro further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the County of El Paso

applicable to public health to include animal regulation, within the incorporated limits and extraterritorial jurisdiction of the City of Socorro, Texas. The City of Socorro shall provide certified copies of all the City of Socorro, Texas Ordinances affecting public health and animal regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Public Health and to the Director of the City of El Paso Department of Environmental Services.

- 9.2. *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.
- 9.3. *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.
- 9.4. *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE LATTER PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT,

CITY OF SOCORRO: City of Socorro
 Attn: Mayor
 124 South Horizon Blvd.
 Socorro, Texas 79927

All payments by the City of Socorro under this Agreement are payable only out of current City of Socorro revenues. In the event that funds relating to this Agreement do not become available, such as by City of Socorro City Council not appropriating the funds, the City of Socorro shall have no obligation to pay or perform any services related herein to the City of El Paso for the City of Socorro's fiscal year during which time such funding is not available or appropriated. Should the City of Socorro experience a funding unavailability related to the services described in this Agreement, the City of Socorro shall immediately provide written notification to the City of El Paso of such case and either party may choose to terminate the Agreement subject to this Section 11. In the event that the City of Socorro notifies the City of El Paso that the City of Socorro is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to the City of Socorro except as required by related grant funding requirements to which the City of El Paso must adhere.

12. **INDEPENDENT CONTRACTORS.** The City of El Paso and the City of Socorro are independent legal entities. Except to the extent required by section 437.009 of the Health and Safety Code, nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor the City of Socorro nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

13. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

14. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

15. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment,

modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

(Signature pages follow)

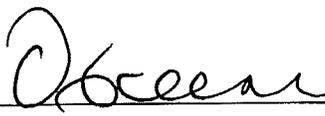
STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and the City of Socorro.

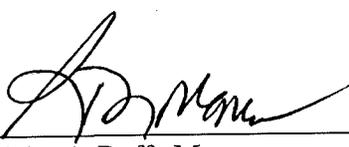
APPROVED this 9th day of December, 2014.

CITY OF EL PASO



Oscar Leeser
Mayor

ATTEST:



Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Robert Resendes, MBA, MT(ASCP), CLS(RI)
Director, Department of Public Health



Ellen Smyth, P.E., Director
Environmental Services Department

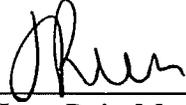
STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of Socorro, Interlocal Agreement between the City of El Paso and the City of Socorro.

APPROVED this 6 day of November, 2014.

CITY OF SOCORRO



The Hon. Jesse Ruiz, Mayor

ATTEST:



City of Socorro Clerk

APPROVED AS TO FORM.


City of Socorro Attorney

**APPENDIX A
DEPARTMENT OF PUBLIC HEALTH
COST MODEL – PER CAPITA**

**City of El Paso, Texas
Summary Results- For Direct Departments
Based on 2015 Budgeted Expenditures**

	El Paso	Anthony	Clint	Horizon	Socorro	Vinton	County	San Elizario	Total Operational Cost
Environment - Food	(82,509)	(623)	(116)	(2,099)	(4,017)	(247)	(9,655)	(1,147)	(100,414)
STD/HIV/Aids Clinics	125,463	947	177	3,192	6,108	376	14,682	1,745	152,690
Dental Clinic	476,061	3,593	671	12,113	23,176	1,427	55,709	6,620	579,370
Neighborhood Health Centers	125,320	946	177	3,189	6,101	376	14,665	1,743	152,516
Laboratory	788,612	5,952	1,111	20,066	38,393	2,363	92,284	10,966	959,746
Epidemiology	262,142	1,978	369	6,670	12,762	786	30,676	3,645	319,029
Health Education Programs	201,250	1,519	283	5,121	9,798	603	23,550	2,798	244,922
TDH Immunization	716,523	5,408	1,009	18,232	34,883	2,147	83,848	9,963	872,014
TB Outreach (less 5%)	63,490	479	89	1,616	3,091	190	7,430	883	77,267
HIV Prevention	117,507	887	166	2,990	5,721	352	13,751	1,634	143,006
PDNHF Two Should Know	44,456	336	63	1,131	2,164	133	5,202	618	54,103
DSHS TB Prevention/Control	153,130	1,156	216	3,896	7,455	459	17,919	2,129	186,360
DSHS Regional Planning (ORAS)	62,589	472	88	1,593	3,047	188	7,324	870	76,172
TDH Bur of Women & Children Fees (Title V -Dental)	94,146	711	133	2,396	4,583	282	11,017	1,309	114,576
STD/HIV Federal	93,297	704	131	2,374	4,542	280	10,918	1,297	113,544
Bio Terrorism-Lab	66,291	500	93	1,687	3,227	199	7,757	922	80,677
HIV/Surv. Federal DSHS	17,541	132	25	446	854	53	2,053	244	21,347
OPHP/Bio Terrorism	107,072	808	151	2,724	5,213	321	12,530	1,489	130,308
211 Area Information Center	77,257	583	109	1,966	3,761	232	9,041	1,074	94,022
HEAL	36,365	274	51	925	1,770	109	4,255	506	44,256
Abstinence	51,355	388	72	1,307	2,500	154	6,010	714	62,500
WIC Administration	823,444	6,215	1,160	20,953	40,088	2,468	96,360	11,450	1,002,137
WIC Breastfeeding	83,003	626	117	2,112	4,041	249	9,713	1,154	101,015
WIC Nutrition Education	237,356	1,791	334	6,040	11,555	711	27,776	3,300	288,864
Laboratory Response Network	-	-	-	-	-	-	-	-	-
PDN Tobacco	41,424	313	58	1,054	2,017	124	4,848	576	50,414
Infectious Disease Control	1,569	12	2	40	76	5	184	22	1,910
NEW PROGRAMS	-	-	-	-	-	-	-	-	-
IDCU Foodborne Assoc Infection	21,917	165	31	558	1,067	66	2,565	305	26,673
Caring for Children Foundation	8,766	66	12	223	427	26	1,026	122	10,668
Total Department of Public Health	4,814,837	36,338	6,782	122,514	234,405	14,428	563,438	66,950	5,859,692
Percent of Total Cost	82.17%	0.62%	0.12%	2.09%	4.00%	0.25%	9.62%	1.14%	100.00%
Population	674,433	5,090	950	17,161	32,834	2,021	78,923	9,378	820,790
Cost Per Capita	7.14	7.14	7.14	7.14	7.14	7.14	7.14	7.14	7.14

APPENDIX B
DEPARTMENT OF ENVIRONMENTAL SERVICES
COST MODEL – PER ACTIVITY (ANIMAL SERVICES & VECTOR CONTROL)
/PER CAPITA AIR QUALITY)

City of El Paso, Texas
Interlocal Allocation of Resources

FY15	El Paso	Anthony	Clint	Horizon	Socorro	Vinton	El Paso County	Total Operational Cost
Animal Shelter	\$3,503,182	\$11,803	\$13,551	\$34,971	\$106,660	-	\$270,322	\$3,940,488
Animal Control Officers	\$2,512,409	\$8,301	\$7,765	\$50,339	\$98,804	\$15,124	-	\$2,692,742
Vector Control	\$702,254	\$23,904	\$17,518	\$9,215	\$18,339	\$22,433	\$141,144	\$934,807
Air Quality (per capita)	\$285,305	\$2,202	\$407	\$7,355	\$14,071	\$1,118	\$41,698	\$352,156
Grand Total	\$7,003,149	\$46,210	\$39,241	\$101,880	\$237,874	\$38,675	\$453,164	\$7,920,193
Percent of Total Cost	88.42%	0.58%	0.50%	1.29%	3.00%	0.49%	5.72%	100.00%

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2 / Mayor Pro-Tem

#27

Victor Perez
District 3

Anthony Gandara
District 4

Adriana Rodarte
Interim City Manager

August 3, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte

SUBJECT: Discussion and Action

SUMMARY

The city has established and adopts by reference, as amended from time to time, as though fully set forth in this section, a schedule of various fees and charges authorized by the city council. The city fee schedule shall be periodically reviewed and amended by the council as it deems necessary and advisable, and a copy of the current schedule shall be maintained on file in the office of the city clerk.

STATEMENT OF THE ISSUE

Need Council's review and approve set fee schedule.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): N/A

Funding Source:

Amount:

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. CFO _____ Date _____
3. Attorney _____ Date _____

FEE SCHEDULE

UTILITY PERMITS						
<u>Within The City Limits:</u>			<u>Residential</u>		<u>Commercial</u>	
Gas			\$ 50.00	\$ 75.00 Base		
Water			\$ 50.00	\$ 75.00 Base		
Sewer			\$ 50.00	\$ 75.00 Base		
	More than \$200	Up to 25,000	Up to 60,000	Up to 100,000	Up to 120,000	
	Resid. / Comm.	Resid. / Comm.	Resid. / Comm.	Resid. / Comm.	Resid. / Comm.	
Electric	\$50.00 / \$75.00	\$75.00 / \$100.00	\$100.00 / 125.00	\$125.00 / \$150.00	\$150.00 / \$175.00	
Plumbing	\$50.00 / \$75.00	\$75.00 / \$100.00	\$100.00 / 125.00	\$125.00 / \$150.00	\$150.00 / \$175.00	
Mechanical	\$50.00 / \$75.00	\$75.00 / \$100.00	\$100.00 / 125.00	\$125.00 / \$150.00	\$150.00 / \$175.00	
NOTE:						
There will be a double fee assessment when projects are initiated prior to permit issuance.						
Failed inspections may require a re-inspection fee.						
Official Address Document						\$ 15.00
Zoning Compliance Letter						\$ 15.00
Building Permit Card (lost /stolen destroyed)						\$ 25.00
Special Inspection Fee						\$ 60.00
Re-inspection fee						\$ 45.00
Zoning Confirmation Letter						\$ 45.00
Classification of use from Zoning Administrator (Legal Non-Comforming)						\$ 45.00
Certificate of Occupancy						\$ 50.00
Flood Determination Letter						\$ 15.00
Building permit	based on total square feet of construction					Start at \$50.00
Fences						\$ 60.00
Rockwall						\$ 50.00
Sidewalks						\$ 50.00
Driveway						\$ 50.00
Roof						\$ 50.00
Re-Roof						\$ 50.00
Demolitions						Resd. \$ 50.0 Comm. \$ 100.50
Residential Swimming Pools & Spas						\$ 100.00
Retaining Walls						\$ 50.00
Home Alarm System Annual Fee						\$ 50.00
Temporary Structures						\$ 50.00
Amusement Devices	Per Weekend (3 days)					\$ 100.00
Sign permit	(Square feet X 2) + 45.00					
Mobile Home Placement Permit						\$ 60.00
Mobile Home Transporter						\$ 45.00

FEE SCHEDULE

Business Registration (annually)	Late Fee \$7.50 /Month		\$ 35.00
Adult Oriented Business			\$ 300.00
Hotel & Motel			\$ 150.00
Home Occupation			\$ 50.00
Contractor			\$ 75.00
Sign Painting Contractor			\$ 75.00
Sign Installer			\$ 75.00
Temp Inflatable Sign Installer			\$ 75.00
Car Dealer			\$ 150.00
Vendors	Seasonal (Holiday)		\$7.50/ day or \$300.00 / year
	Seasonal (perishible items)		\$7.50/ day or \$300.00 / year
	Yearly		\$ 75.00
			\$ 100.00
Flea Market Operators			\$ 100.00
Yard Sales, (no more than 2 days per month)			no fee

Conditional Use permit (per parcel/tract)

Less than 1 acre	\$650.00
1 to 10 acres	\$750.00
10 to 30 acres	\$950.00
30.1 to 50 acres	\$1,150.00
50.1 to 75 acres	\$1,400.00
75.1 or more acres	\$1,650.00

Rezoning (per parcel/tract)

Less than 1 acre	\$650.00
1 to 10 acres	\$750.00
10 to 30 acres	\$950.00
30.1 to 50 acres	\$1,150.00
50.1 to 75 acres	\$1,400.00
75.1 or more acres	\$1,650.00

Resubmission of Application after denial, ask for details

Lot Split, (Simple Subdivision, two lots)

Application Fee	\$150.00
-----------------	----------

FEE SCHEDULE

Re-Plat	Preliminary Plan Review Fe	\$100.00
	Final Plan Review Fee	\$100.00
	Engineering Report Review	\$200.00
	Capital Improvement Fee	\$400.00 (Per Lot)
	Application Fee	\$150.00
	Preliminary Plan Review Fe	\$100.00
	Final Plan Review Fee	\$100.00
	Engineering Report Review	\$200.00
	Capital Improvement Fee (If new lots are created)	\$400.00 (Per Lot)
	Unification Application Fee	\$550.00
Subdivision		
	Application Fee	\$150.00 or \$5.00 per lot (whichever is greater)
	Preliminary Plat Review	\$100.00
	Variance Request	\$100.00
	Eng. Report Review	\$200.00
	Construction Plans & Spec. Review	\$100.00
	Construction Inspection & Testing	\$100.00
	Final Plat Review	\$100.00
	Parkland Fee	2.5 % of the total project cost
	Capital Improvement Fee	\$400.00 per lot
Excavation & Grading Permit		Depending on Engineering Report
Event Permit		\$ 125.00
Board of Adjustments Application		Residential Commercial
		\$ 100.00 \$ 200.00
Planning Documents		
Zoning and City Maps Series (Color Print Outs.)		\$ 45.00
Copiers of Zoning and City Maps Series (B&W 24"X36")		\$15.00 / Page

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2

Victor Perez
District 3 – Mayor Pro Tem

Joseph E. Bowling
District 4

Willie Norfleet, Jr.
City Manager

#28

DATE:07/30/2015

TO: Olivia Navarro

FROM: Jesus Ruiz

SUBJECT: Discussion and action on renewing contract with Livability Magazine for advertisement

SUMMARY

Last year, the City approved a contract to appear in the Livability Magazine for the City of El Paso. We are on the inside cover and it is a full page. The representative came back this year and asked if we would be renewing the price. The price has gone down about \$200 from last year.

BACKGROUND

See above

STATEMENT OF THE ISSUE

None

FINANCIAL IMPACT

The price is approximately \$4800

ALTERNATIVE

n/a

COUNCIL MEMBER RECOMMENDATION

Discuss and make a decision on whether or not we want to approve this contract.

GREATER EL PASO TEXAS

- Advertising Rates -
2016 v. 6, Frequency: Annual



PLEASE NOTE IMPORTANT ABBREVIATIONS: FP = Full Page, IBC = Inside Back Cover, TOC = Table of Contents, CP = Community Profile, DM = Digital Magazine, HP = Home Page, GP = General Placement

PREMIUM INTEGRATED MEDIA RATES (Annual rates)

	INTEGRATED MEDIA	ONLINE CATEGORY SPONSOR
Front Cover Gatefold + Page One with HP Medium Rectangle (Top)/GP	\$13,090	\$15,490
Back Cover Gatefold + Facing IBC with HP Medium Rectangle (Top)/GP	\$12,945	\$15,345
Gatefold (Front, Back, Interior) with HP Medium Rectangle (Top)/GP	\$9,565	\$11,965
Two-Page Spread (Opening, Center) with HP Leaderboard (Top)/GP	\$7,365	\$9,765
Four Full Pages (Consecutive, Two 2-Page Spreads) with HP Leaderboard (Top)/GP	\$11,770	\$14,170
Feature Jump Sponsor with HP Leaderboard (Middle)/GP	\$5,705	\$8,285
Back Cover with HP Medium Rectangle (Top)/GP	\$5,310	\$7,710
Inside Front Cover with HP Medium Rectangle (Middle)/GP	\$4,985	\$7,565
Inside Back Cover with HP Medium Rectangle (Middle)/GP	\$4,840	\$7,420
Page One with HP Leaderboard (Top)/GP	\$4,725	\$7,125
Facing Inside Back Cover with HP Leaderboard (Middle)/GP	\$4,400	\$6,980
Facing TOC - FP with HP Leaderboard (Top)/GP	\$4,580	\$6,980
Facing Online TOC Spread - FP + 1/3V Bleed with HP Leaderboard (Top)/GP	\$6,530	\$8,930
Facing Online TOC - FP with Leaderboard (Top)	\$4,280	\$6,980
Following Online TOC - 1/3V Bleed with Medium Rectangle (Middle)/GP	\$2,670	\$5,550
Facing Digital Magazine Spread - FP + 2/3V Bleed with HP Leaderboard (Top)/GP	\$7,625	\$10,025
Facing Digital Magazine - FP with Leaderboard (Top)	\$4,280	\$6,980
Following Digital Magazine - 2/3V Bleed with Leaderboard (Middle)	\$3,765	\$6,645
Section Sponsor Spread - FP + 1/2H Bleed Sports & Recreation, Arts & Culture, Business, Education with HP Medium Rectangle (Top)/GP	\$6,620	\$9,020
Facing Community/Economic Profile Spread - FP + 1/4H Bleed with HP Medium Rectangle (Top)/GP	\$5,755	\$8,155
Section Sponsor - FP Opening At-A-Glance, Things-To-Do (Opening Page, 2nd Page, 3rd Page, Facing Sports & Recreation, Facing Arts & Culture, Facing Local Flavor), Opening Living Section (Facing Health, Facing Education, Facing Community Profile), Opening Business (Facing Economic Profile) with Medium Rectangle (Top)	\$4,280	\$6,980
Section Sponsor - 1/2H Bleed Sports & Recreation, Business, Arts & Culture, Education with Leaderboard (Middle)	\$2,760	\$5,640
Community/Economic Profile Sponsor - 1/4H Bleed with Medium Rectangle (Middle)/GP	\$1,895	\$4,775

INTEGRATED MEDIA RATES (Annual rates)

Two-Page Spread with Medium Rectangle (Top)	\$6,185
Full Page with Medium Rectangle (Top)	\$3,835
Two-Thirds Vertical Bleed with Leaderboard (Top)	\$3,545
Half-Page Vertical with Leaderboard (Top)	\$3,105
Half-Page Horizontal with Leaderboard (Top)	\$2,670
Third-Page Vertical with Medium Rectangle (Middle)	\$2,190
Third-Page Horizontal with Medium Rectangle (Middle)	\$2,190
Half-Page Horizontal (Health Professional, Local Flavor) with Leaderboard (Middle)	\$2,490
Quarter-Page Vertical (Health Professional, Local Flavor) with Leaderboard (Middle)	\$1,750
Eighth-Page Horizontal with Medium Rectangle (Middle)	\$1,320
Additional Advertiser Listing	\$200

livability.com/tx/el-paso Rates (Annual rates)

A Medium Rectangle	
Home Page - Top	\$1,200
Home Page - Middle	\$1,020
General Placement - Top	\$900
General Placement - Middle	\$720
B Leaderboard	
Home Page - Top	\$1,200
Home Page - Middle	\$1,020
General Placement - Top	\$900
General Placement - Middle	\$720
Other Guaranteed Positioning (Print and/or Online)	+15%
Additional online advertising opportunities available – ask your sales representative.	
A B Placement visual on back	

Category Sponsorship Ad Package	\$3,600
Choice of: Business, Health, Schools or Real Estate	
Medium Rectangle (2) - Top/Middle	
Leaderboard (2) - Top/Middle	
Category Sponsor Logo - Home Page	

Digital Magazine Sponsorship	\$3,600
Medium Rectangle (Top, Bottom)	
Leaderboard (Top, Bottom)	
Tag Line on Editorial Pages	
Logo/Tag Line on Tablet Cover	

SPECIAL SECTION RATES

	8-Page	16-Page
Choice of Full or Digest Size Special Section		
Print	✓	✓
Stand-Alone Digital Magazine	✓	✓
Online Medium Rectangle Display Ad	✓	✓
Marketing Landing Page	✓	✓
	\$24,220	\$38,220
Brochure Paper/Stock Upgrade – Print	+\$3,500	+\$3,500

ADDITIONAL INFORMATION & PAYMENT TERMS

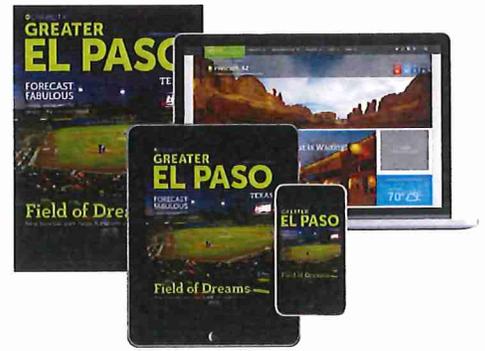
- Payment is required with contract - livability.com/payment.
- Find additional information on the Digital Submission Guidelines form or online at ads.jnlcom.com.
- Submitted online display ads may be updated throughout the year at \$50 per submission.

Reserve Your Magazines Today!

MAGAZINES	10	25	50	100	200	300	300+
SHIPPING & HANDLING	\$15	\$25	\$45	\$60	\$86	\$105	\$1.50 each + S & H

Complimentary copies are available to advertisers for the cost of shipping and handling to ensure that you are reaching your target audience.

LIVABILITY®
GREATER EL PASO
 TEXAS



- Distribution Highlights -

Media synergy is important.

- Advertisements in magazines are more effective at driving Web traffic than other advertising platforms.
- *Livability Greater El Paso, Texas* draws an audience actively seeking information about your area.
- Double your ad exposure with the digital version online that links directly to your website.
- A tablet-friendly version extends to those on the go 24/7.
- Mobile versions contain responsive ad units that format to all livability.com pages.

Taking a **PHOTO JOURNALISTIC APPROACH** to telling your story

Capturing Visitor Attention Through Rich Photography

LOCAL PEOPLE, PLACES AND STORIES told by our respected *livability* journalists

Creating a Content Experience That Brings Out Your Best

SOCIALLY SHAREABLE CONTENT attracting more people to you

Updating Content Across a Variety of Categories and Topics

Showing the **PEOPLE AND PLACES** that make you special

Full Photo and Video Gallery Updates Annually

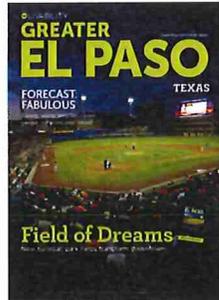
92% OF VIDEO USERS SHARE VIDEOS with other people -Invodo

Video to Further Propel Engagement With Your City

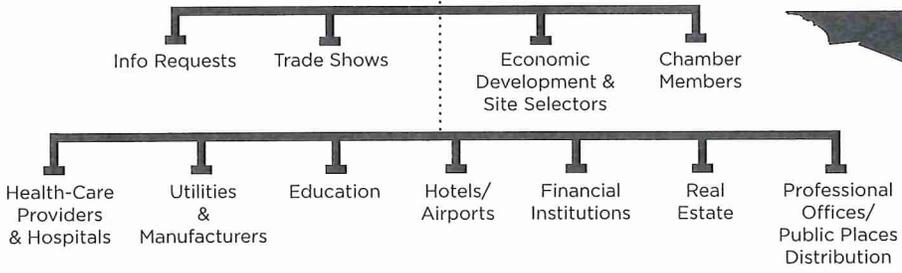


- Promoting Your City -

Targeted distribution ensures that you reach new and existing businesses and potential employees by utilizing the most relevant tools in content marketing: print, online, video, tablet and digital magazine.

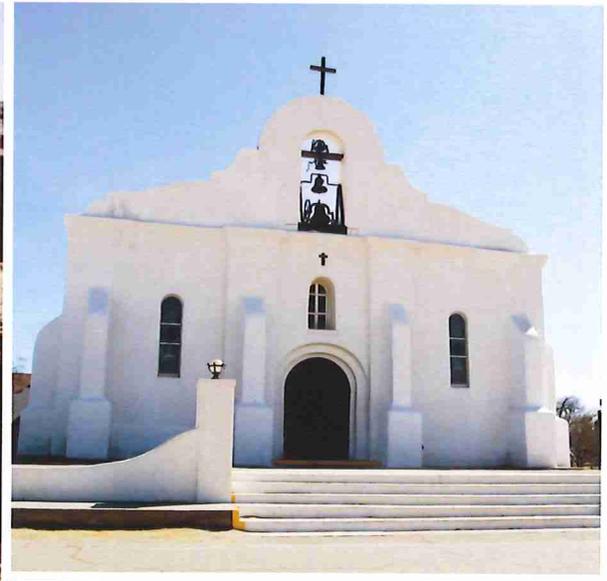
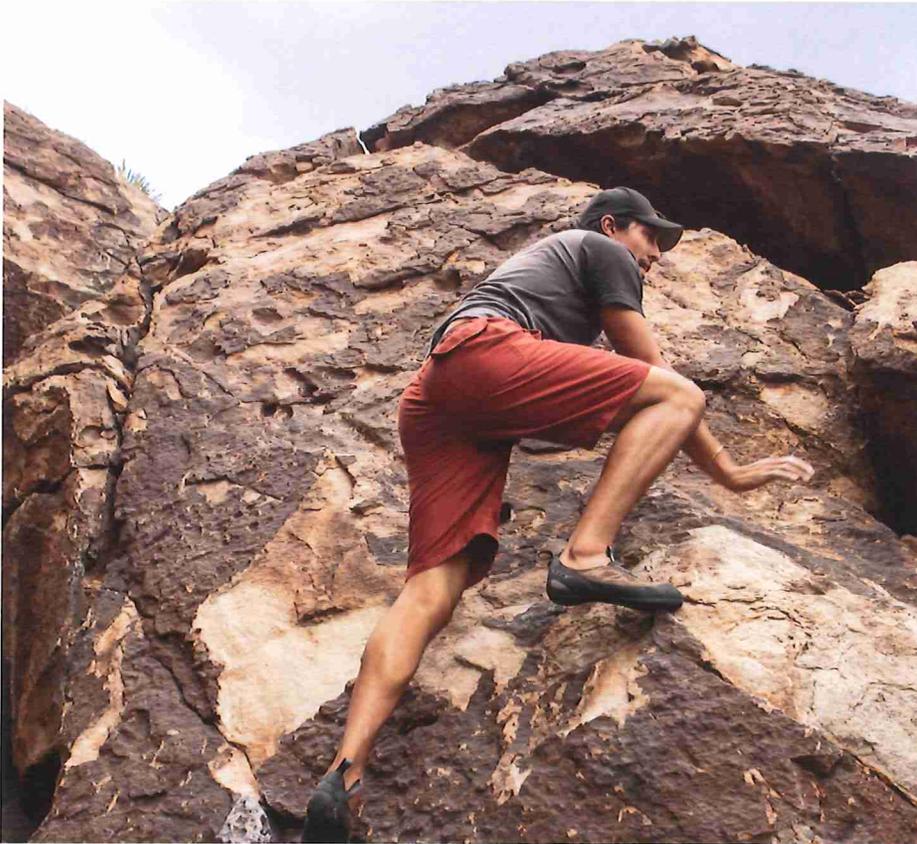


LIVABILITY® **BUZZ**
 2014 statistics (trending)



GREATER EL PASO

TEXAS



 LIVABILITY[®]

livability.com/tx/el-paso

GREATER EL PASO

TEXAS

 PRINT

 WEB

 DIGITAL

 MOBILE



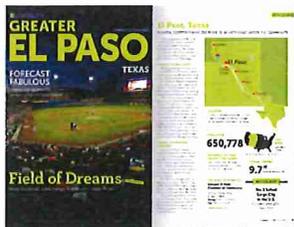
2015 | SPONSORED BY THE GREATER EL PASO CHAMBER OF COMMERCE



A content program that gives you **more...**

Livability content marketing program:

The *Livability* content marketing program sponsored by the Greater El Paso Chamber of Commerce gives you a unique opportunity to position your brand alongside engaging editorial, excellent design, and stunning photography and video that reach thousands of newcomers, visitors and relocating businesses.



PRINT

Livability Greater El Paso, Texas is a newsstand-quality publication filled with **engaging articles and photography** that highlight why the El Paso area is a great place to **live, work and play!**



WEB

Livability.com introduces your community to relocating families, businesses and tourists. The El Paso section on Livability.com features articles, photo galleries, a digital magazine and video – and provides **online content distribution** to your target audience.



DIGITAL

A digital version of the magazine is available on Livability.com and allows readers to **easily share content** through email or social media. Direct links throughout the digital magazine allow readers to instantly access your online marketplace.



MOBILE

Mobile readership is increasing as tablet sales skyrocket. The digital magazine is **optimized** for smartphones and tablets, and **expands the reach** of the magazine to mobile readers.

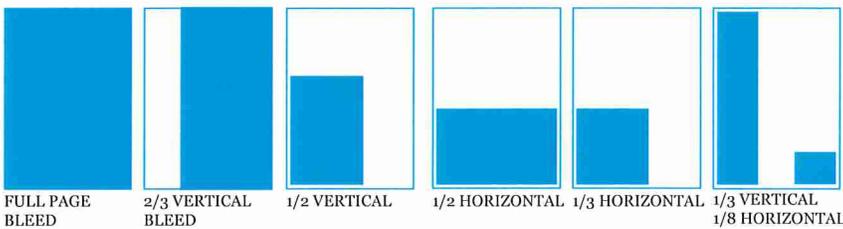
SPECIFICATIONS AND RATES | PRINT AND WEB

Email: ads@jnlcom.com

Visit the ad resource center at ads.jnlcom.com for gatefold specifications and worksheets.

Additional print advertising opportunities available - ask your sales representative.

GENERAL PLACEMENT	RATE	BLEED	TRIM	LIVE AREA
Two Page Spread with Medium Rectangle	\$6,185	16"w x 11.25"h	15.75"w x 10.875"h	15.25"w x 10.375"h (allow .25" for gutter on each side)
Full Page Bleed with Medium Rectangle	\$3,835	8.125"w x 11.125"h	7.875"w x 10.875"h	7.375"w x 10.375"h
2/3 Vertical Bleed with Leaderboard	\$3,545	5.28"w x 11.125"h	5.03"w x 10.875"h (right-hand read)	4.53"w x 10.375"h
1/2 Vertical with Leaderboard	\$3,105	—	—	4.125"w x 6.5"h
1/2 Horizontal with Leaderboard	\$2,670	—	—	6.5"w x 4.625"h
1/3 Page Horizontal with Medium Rectangle	\$2,190	—	—	4.125"w x 4.625"h
1/3 Page Vertical with Medium Rectangle	\$2,190	—	—	1.937"w x 9.375"h
1/8 Page Horizontal with Medium Rectangle	\$1,320	—	—	3"w x 2.25"h



CONNECT ON LIVABILITY.COM

A Medium Rectangle - 300 pixels wide x 250 pixels high

Home Page	General Placement	
Top	Top	\$900
Middle	Middle	\$720

B Leaderboard - 728 pixels wide x 90 pixels high

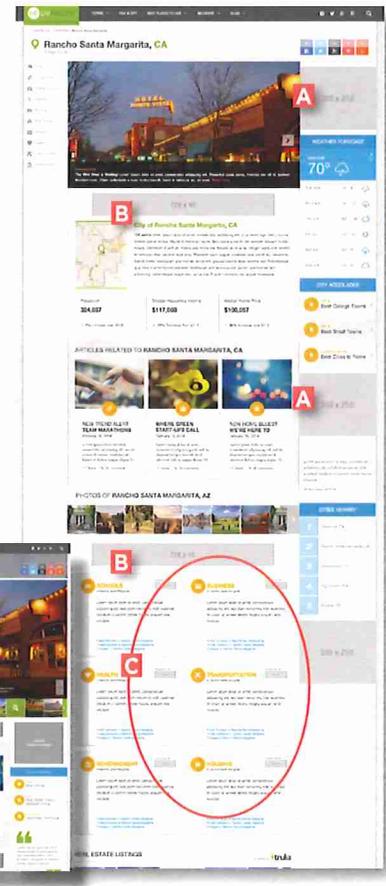
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C Category Sponsorship Ad Package

Choice of: Business, Health, Schools or Real Estate	\$3,600
Medium Rectangle (2) - Top/Middle	
Leaderboard (2) - Top/Middle	
Category Sponsor Logo - Home Page	

D Digital Magazine/Tablet Sponsorship

Medium Rectangle (2) - Top/Bottom	\$3,600
Leaderboard (2) - Top/Middle	
Tag Line on Editorial Pages	
Logo/Tag Line on Tablet Cover	



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For information, contact:
 Journal Communications Inc.
 sales@jnlcom.com
 (800) 333-8842 Ext. 292
 725 Cool Springs Blvd., Ste. 400
 Franklin, TN 37067

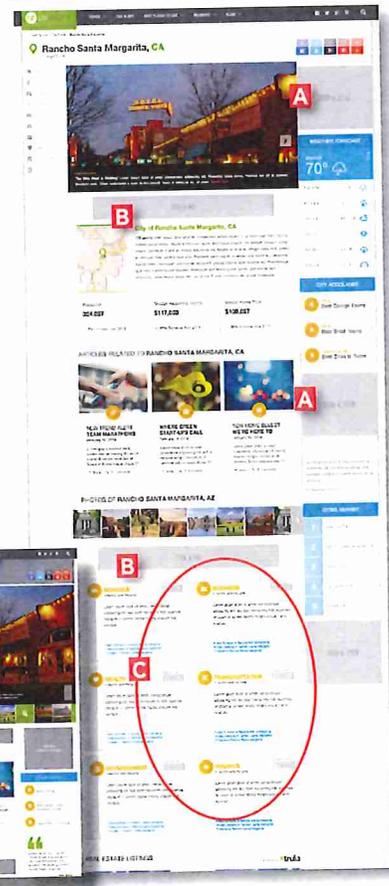
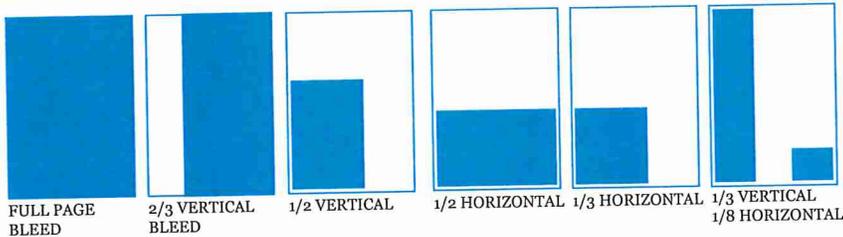
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	\$720
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JOURNAL COMMUNICATIONS
CUSTOM MEDIA. CUSTOM CONTENT.

For information, contact:
Journal Communications Inc.
sales@jnlcom.com
(800) 333-8842 Ext. 292
725 Cool Springs Blvd., Ste. 400
Franklin, TN 37067