

**City of Laredo  
Purchasing Division  
RENEWAL NOTICE**

November 17, 2025

Mr. Carlos Mata  
Airstream Professional Misting Systems  
6414 McPherson Rd. Ste. #4  
Laredo, Texas 78040

Re:     Lawn Maintenance Services – Parks & Recreation Department  
Contract FY22-077  
Extension III

Dear Mr. Mata,

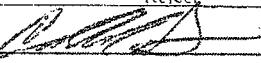
This is to inform you that the contract FY22-077 which was approved by City Council on August 1, 2022 is up for renewal. This is the last one-year extension periods. Please advise if you wish to renew this contract.

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1733. If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata  
Purchasing Agent

Xc:     Purchasing File

Airstream Professional Misting Systems	
Accept <input checked="" type="checkbox"/>	Reject <input type="checkbox"/>
Authorized Signature: 	
Print Name: <u>Carlos Mata</u>	
Date: <u>11/18/2025</u>	

# **City of Laredo**

## **City Council**

---

**Meeting Date:** 1/28/2025

**Consent Agenda 75.**

---

### **SUBJECT**

Consideration to renew annual service contract number FY22-077 with Airstream Professional Misting Systems, Laredo, Texas in an annual amount of up to \$160,000.00 for lawn maintenance services for various parks & recreation centers. These services shall be purchased on an as-needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution. There was no price increase during the last extension period. This contract can be renewed for one additional one-year extension period, also at the annual rate of \$160,000, upon mutual agreement of the parties. Funding is available in General Fund-Parks and Recreation Department.

### **PREVIOUS COUNCIL ACTION**

None

### **BACKGROUND**

This item was approved by City Council on September 5, 2023. This contract establishes pricing for the purchase of lawn maintenance services at various Parks & Recreation Centers. There was no price increase during the last extension period. This is the second of three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year period. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed 3 months. Said month-to-month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Parks & Recreation Department.

Current Pricing:

Airstream Professional Misting

Location	Unit Price/Cycle
Barbara Fasken Recreation Center	\$220.50

**Meeting Date:** 1/28/2025

**Consent Agenda 75.**

Haynes Recreation Center	\$588.00
NE Hillside Recreation Center	\$298.50
Blas Castaneda Park	\$298.50
El Eden Recreation Center	\$367.50
Inner City Aquatic Center	\$588.00
Margarito Benavides/Tarver Recreation Centers	\$220.50
Cigarroa Recreation Center	\$220.50
Marcos Aranda/Farias Recreation Center	\$220.50
Market Tennis Court	\$147.00
Dr. Cecilia Moreno Park	\$294.00
Shiloh Crossing Park	\$294.00
Ditch from Dakota to Montana	\$735.00
Four Blocks off IH35	\$588.00

A complete bid tabulation is attached.

#### **COMMITTEE RECOMMENDATION**

None

#### **STAFF RECOMMENDATION**

It is recommended that this contract be renewed.

#### **Fiscal Impact**

Fiscal Year:	2025
Budgeted Y/N?:	Yes
Source of Funds:	Click or tap here to enter text.
Account #:	101-3115-553-2011
Change Order: Exceeds 25% Y/N:	N/A

#### **FINANCIAL IMPACT:**

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



## City of Laredo Purchasing Division

### LETTER OF AWARD

January 29, 2025

Mr. Carlos Mata  
Airstream Professional Misting Systems  
6414 Mcpherson Rd. Ste. #4  
Laredo, TX 78040

Re: Lawn Maintenance Services – Parks & Recreation Department  
FY22-077  
Extension II

Dear Mr. Carlos Mata,

This letter is to inform you that contract FY22-077 – Lawn Maintenance Services for the City of Laredo Parks & Recreation Department was approved by City Council on January 28, 2025 to your company. The term of this contract shall be for a one (1) year period, subject to future appropriations with the option to renew three (3) additional one (1) year terms, upon mutual agreement of the parties. This is second extension of three. Contract Term: 01.29.2025 – 01.28.2026.

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

Sincerely,

  
Jaime E. Zapata, MPA, CTCD  
Purchasing Agent

Xc: Purchasing File



# AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF LAREDO, TEXAS AND Airstream Professional Misting Systems

This agreement for contract services ("Agreement") is made by and between the **City of Laredo**, Webb County, Texas, a home-rule municipality, acting by and through its duly authorized City Manager ("City"), and which maintains a primary business address of 1110 Houston Street, Laredo, Webb County, Texas, and **Airstream Professional Misting Systems** ("Provider"), acting through its duly authorized agent, Carlos Mata, which maintains a primary business address of 6414 Mcpherson Rd., Suite 4, Laredo, Texas 78041. The City and **Airstream Professional Misting Systems** are hereinafter sometimes referred to as the Parties.

**WHEREAS**, City has sought by issuance of a Request for Proposals or Invitation for Bids, the performance of work and/or services defined and described more particularly in Section I of this Agreement;

**WHEREAS**, Provider, following the submission of a proposal or bid for the performance of the Work and/or Services defined and described particularly in Section I of this Agreement, was selected by the City to perform those services;

**WHEREAS**, the City has authority to enter into this Agreement and the City Manager has authority to execute this Agreement;

**WHEREAS**, **Airstream Professional Misting Systems** has authority to enter into this Agreement and Carlos Mata has authority to execute this Agreement on behalf of **Airstream Professional Misting Systems**; and

**WHEREAS**, the Parties desire to formalize the selection of Provider for the performance of the Work and/or Services as defined and described particularly in Section I of this Agreement and desire that the Work and/or Services be performed in accordance with the terms and conditions of this Agreement and those stated in Exhibit A, which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Provider shall provide the "Work" and/or "Services" as specified, and in accordance with, the requirements stated in the "Scope of Services" section of the Request For Bids ("RFB"), which is attached hereto as Exhibit A and which is incorporated herein by reference as if set out in full herein. As a material inducement to the City entering into this Agreement, Provider represents and warrants to City that Provider is fully equipped, competent and capable to perform the Work and/or Services as specified, and in accordance with, the requirements, stated in Exhibit A and that Provider is ready and willing to perform the Work and/or Services in a thorough, competent, and professional manner. Provider further warrants to City that Provider is experienced in performing the Work and/or Services contemplated herein and further described in Exhibit A.

The RFB's Scope of Services section which is mentioned above shall include Provider's scope of Services, Work, and/or bid, which is attached hereto as Exhibit A and incorporated herein by these references as if fully set forth herein. Again, all Work and/or Services, as well as the Scope of Services shall be performed in accordance to the requirements and provisions of the RFP and/or the bid submitted by provider, **Airstream Professional Misting Systems** as stated in Exhibit A. Furthermore, Provider and Provider's Work and/or Services shall be insured, by the insurance policy ("Insurance Policy") obtained by Provider that meets the City's requirements, which are stated herein (Exhibit B). In addition, Provider and Provider's Work and/or Services shall also be performed and/or meet any and all requirements imposed on Provider by the Insurance Policy (Exhibit B).

## **II. TERM**

This Agreement will commence upon execution of this Agreement by both parties and will continue for a (1) one-year term. Either party may terminate this Agreement by giving thirty days written notice to the other party. The Agreement may be extended for (3) three additional, (1) one-year terms, upon mutual agreement of both parties and subject to the approval of the City Manager or City Council.

## **III. DEFAULT**

The Provider shall be in default under the Agreement if the Provider fails to fully, timely, and faithfully perform any of its obligations under this Agreement.

## **IV. RELATIONSHIP OF THE PARTIES**

It is understood and agreed that the relationship of Provider, **Airstream Professional Misting Systems** to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

## **V. INDEMNIFICATION**

**Provider**, **Airstream Professional Misting Systems**, covenants and agrees to **FULLY INDEMNIFY DEFEND and HOLD HARMLESS**, the City and its elected officials, employees, officers, directors, volunteers , representatives, and subcontractors (if any), individually and/or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and/or lawsuits, of any kind and nature, including, but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from and/or related to this Agreement and/or related to and/or arising out of Provider's exercise of and/or performance of the Services, Work, rights and/or duties under this Agreement, including, but not limited to, any acts and/or omissions of Provider and/or any agent, officer, director, representative, employee consultant or subcontractor of Provider and/or its respective officers, agents, officers, directors, representatives, employees, consultants, and/or subcontractors. **IN THE EVENT PROVIDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND/OR ANY OTHER LAW AND WITHOUT WAIVING ANY AND ALL DEFENSES THE CITY MAY HAVE UNDER TEXAS LAW.**

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

Provider, **Airstream Professional Misting Systems**, shall promptly advise the City in writing of any claim and/or demand against the City or Provider known to Provider related to or arising out of Provider's activities under this Agreement.

## **VI. COMPENSATION AND INVOICES**

Subject to any limitations set forth in this Agreement, City agrees to pay Provider the total annual amount of **\$160,000.00**. The total compensation shall not exceed **\$640,000.00**, unless City agrees to pay such additional compensation in a writing signed by both Parties.

Reimbursement for any Work and/or Services performed and completed by Provider in accordance with will be paid to Provider, upon City's receipt of a valid and detailed invoice from Provider, which invoice shall state and describe the Work and/or Services performed and completed by Provider in accordance with any and all requirements required by City in "**Exhibit A**", which is attached hereto and incorporated herein by reference, including, but not limited to, any and all City of Laredo reimbursement policies as stated in the RFB, which is attached hereto and incorporated herein by reference as "**Exhibit A**" and in the City of Laredo's Terms and Conditions ("Terms and Conditions") attached hereto and incorporated herein by reference as "**Exhibit C**". However, in no case shall Provider be paid any amount in excess of the **\$640,000.00** in total compensation by the City unless City agrees to pay such additional compensation in a writing signed by both Parties.

## **VII. NOTICES**

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

### **City of Laredo:**

Joseph W. Neeb, City Manager  
1110 Houston Street  
Laredo, TX 78040

### **Airstream Professional Misting Systems**

**Owner Name:** Carlos Mata,  
**Address:** 6414 Mcpherson Rd., Suite 4  
**City, State, Zip Code:** Laredo, Texas 78041

## **VIII. CORPORATE AUTHORITY**

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

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

## **IX. AMENDMENT OR MODIFICATION**

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

## **X. INSURANCE**

Provider shall maintain insurance consistent with the terms of **RFP FY22-077** which is attached hereto as **Exhibit B**, and incorporated herein for all purposes. Furthermore, Provider shall furnish the City with original copies of valid insurance policies herein required upon execution of this Agreement and shall maintain said policies in full force and effect at all times during the term of this Agreement.

## **XI. ASSIGNMENT**

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

## **XII. CONFIDENTIAL INFORMATION**

Definition: The Parties anticipate that under this SERVICE AGREEMENT, it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). Confidential Information includes any information that is clearly identified as such at the time of disclosure by (a) appropriate stamps or markings on the documents exchanged or (b) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party.

Exclusions: Confidential Information does not include information that:

- a. Public Knowledge: Is or becomes publicly known or available other than as a result of a breach of this SERVICE AGREEMENT by the Receiving Party.
- b. Pre-existing Possession: Was already in the possession of the Receiving Party as a result of disclosure by an individual or entity that was not then obligated to keep that information confidential.
- c. No Confidentiality Restrictions: The Disclosing Party had disclosed or disclosed to an individual or entity without confidentiality restrictions.
- d. Independent Development: The Receiving Party had developed or developed independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
- e. Protection of Confidential Information: The Receiving Party shall use reasonable efforts to protect the Disclosing Party's Confidential Information with the same care it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this SERVICE AGREEMENT.
- f. Use of Confidential Information: The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this SERVICE AGREEMENT.
- g. Legal Requirements: If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement to provide the Disclosing Party with a reasonable opportunity to pursue appropriate legal processes to prevent or limit the disclosure. If the Receiving Party complies with the terms of this section, the disclosure of that portion of the Confidential Information which the Receiving Party is legally required to disclose will not constitute a breach of this SERVICE AGREEMENT.
- h. Return or Destruction of Materials: The Receiving Party shall, upon the request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information, except for materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense. The Receiving Party may securely retain one (1) copy in its files solely for record-keeping purposes.
- i. Survival of Obligations: The Receiving Party's obligations concerning Confidential Information will survive the termination or expiration of this SERVICE AGREEMENT for a period of three (3) years.

j. Confidential Information clause ensures that sensitive information shared between the Parties is protected and used only for the intended purposes of the SERVICE AGREEMENT, providing legal safeguards and mechanisms for addressing legal disclosure requirements while maintaining confidentiality.

## **XII. RIGHT TO TERMINATE AGREEMENT**

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

The City shall have the right to terminate the Agreement, in whole or in part, without cause at any time upon thirty (30) calendar days prior written notice. Upon receipt of termination, the Provider shall promptly cease all further Work pursuant to the Agreement, with such exemptions, if any, specified in the notice of termination. The City shall pay the Provider for goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

## **XIII. ENTIRE AGREEMENT**

All covenants, conditions, and agreements contained herein are hereby made a part of the Agreement and the Parties hereby agree that no agreements were made and/or exist related to this Agreement that are not documented herein, except the Agreements and/or terms contained in and required by the City in **RFP FY22-077** and Vendor's response thereto, both of which are attached hereto as "**Exhibit A**" and incorporated herein by reference as if set out in full herein, the insurance requirements and documents consistent with the terms of **RFB FY22-077** which is attached hereto as "**Exhibit B**", and the City of Laredo's Terms and Conditions ("Terms and Conditions") attached hereto and incorporated herein by reference as "**Exhibit C**".

If and to the extent this Agreement and the terms contained in Exhibit A and the terms in this Agreement conflict, then the terms contained in "**Exhibit A**" (**Exhibit A: RFP FY22-077** and Vendor's response thereto, shall control.

However, in no case shall Provider be paid any amount in excess of **\$640,000.00**, under any circumstances.

## **XIV. PARAGRAPH HEADINGS**

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

## **XV. SOLE REMEDY & GOVERNING LAW**

This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas. In the event of any conflict between the Parties, the sole remedy to resolve any such conflict is to file a lawsuit in a state district Court in Webb County, Texas. No other Remedy, including, but not limited to, arbitration is available to either Party under this Agreement. Arbitration is not an available remedy under this Agreement.

The City in consideration of Provider's promises herein, including, Provider's promise of its full and true performance of the Work and/or Services, hereby agrees to and binds itself to pay the said Provider the unit price set forth in the attached Bid, and in the manner provided therein.

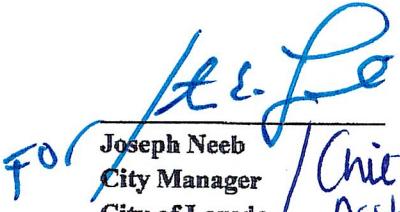
IN WITNESS WHEREOF, the Parties have duly approved this Contract executed on the 4 day of Nov, 2024 and effective on the date the Contract is executed by Joseph Neeb, the City Manager ("Effective Date") of the City of Laredo.

Airstream Professional Misting Systems  
"Provider"

  
Signature

By: Carlos Mata  
6414 Mcpherson Rd., Suite 4  
Laredo, Texas 78041  
Telephone: (956) 220-4106  
Email: fourseasonscs1@yahoo.com

City of Laredo  
"Owner"

  
Date: 11/12/24  
Joseph Neeb  
City Manager  
City of Laredo

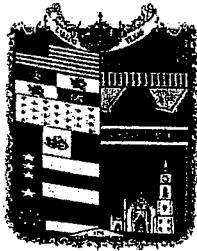
FO /   
Chief Steve E. Lundin  
Asst. City manager

ATTESTED:

  
Mario Maldonado Jr.  
City Secretary  
City of Laredo

APPROVED AS TO FORM:

  
Doanh "Zone" T. Nguyen  
City Attorney  
City of Laredo



**City of Laredo  
Purchasing Division  
Renewal Notice**

October 30, 2024

Mr. Carlos Mata  
Airstream Professional Misting Systems  
6414 Mcpherson Rd. Ste. #4  
Laredo, TX. 78040

Re: Lawn Maintenance Services  
Contract: FY22-077  
Extension II

Dear Mr. Carlos Mata,

Contract for Lawn Maintenance Services for the City of Laredo Parks & Recreation Department was approved by City Council on August 1, 2022. This award provided for the possible extension of this contract for (3) three additional, (1) one-year periods. This is the second extension.

Please indicate your desire to request a contract extension with no price increase. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If there are any questions regarding the renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata  
Purchasing Agent

Xc: Purchasing File

Airstream Professional Misting Systems

Request a contract extension

Not request a contract extension

Authorized Signature:

Print Name: Carlos Mata

Date: 10/30/2024

**City Council-Regular**

**Meeting Date:** 08/01/2022

**Initiated By:** Riazul Mia, Assistant City Manager

**Staff Source:** Juan J. Gomez, Parks & Recreation Department Director, Miguel A. Pescador, Purchasing Agent

---

**SUBJECT**

Consideration to award service contract number FY22-077 to the low bidder Airstream Professional Misting Systems, Laredo, Texas in the amount of up to \$160,000.00 for lawn maintenance services for various Parks & Recreation centers. These services shall be purchased on an as-needed basis by the Parks and Recreation Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract can be renewed for three (3) additional one (1) year extension periods, upon mutual agreement of the parties. Funding is available in General Fund-Parks and Recreation Department.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City received five (5) bids through Cit-E-Bid for awarding a contract for the purchase of lawn maintenance services at various Parks & Recreation Centers. Staff is recommending that this contract be awarded to the low bidder Airstream Professional Misting Systems.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for five, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Parks & Recreation Department.

Pricing Summary:

	Airstream Professional Misting	WCD Enterprises	Tovar Landscaping	Olympia Landscape Development	ABBA Construction
Location	Unit Price/Cycle	Unit Price/Cycle	Unit Price/Cycle	Unit Price/Cycle	Unit Price/Cycle
Barbara Fasken Recreation Center	\$ 220.50	\$ 380.00	\$ 350.00	\$ 600.00	\$ 2,590.00
Haynes Recreation Center	\$ 588.00	\$ 500.00	\$ 350.00	\$ 600.00	\$ 2,665.89
NE Hillside Recreation Center	\$ 298.50	\$ 300.00	\$ 350.00	\$ 375.00	\$ 1,285.00
Blas Castaneda Park	\$ 298.50	\$ 300.00	\$ 350.00	\$ 450.00	\$ 1,489.00
El Eden Recreation Center	\$ 367.50	\$ 300.00	\$ 350.00	\$ 450.00	\$ 1,290.00
Inner City Aquatic Center	\$ 588.00	\$ 450.00	\$ 350.00	\$ 700.00	\$ 2,225.00
Margarito Benavides/Tarver Recreation Center	\$ 220.50	\$ 250.00	\$ 350.00	\$ 450.00	\$ 1,145.00
Cigarroa Recreation Center	\$ 220.50	\$ 160.00	\$ 350.00	\$ 450.00	\$ 985.00
Marcos Aranda/Farias Recreation Center	\$ 220.50	\$ 320.00	\$ 350.00	\$ 525.00	\$ 1,825.00
Market Tennis Court	\$ 147.00	\$ 130.00	\$ 350.00	\$ 300.00	\$ 1,275.00
Dr. Cecilia Moreno Park	\$ 294.00	\$ 225.00	\$ 350.00	\$ 450.00	\$ 1,975.00
Shiloh Crossing Park	\$ 294.00	\$ 350.00	\$ 350.00	\$ 450.00	\$ 1,195.00
Ditch from Dakota to Montana	\$ 735.00	\$ 800.00	\$ 350.00	\$ 1,000.00	\$ 3,200.00
Four Blocks off IH35	\$ 588.00	\$ 800.00	\$ 1,500.00	\$ 900.00	\$ 2,775.00

A complete bid tabulation is attached.

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be approved.

**Fiscal Impact**

**Fiscal Year:** 2022  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 101-3115-553-2010

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

**FINANCIAL IMPACT:**

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

---

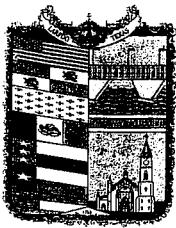
**Attachments**

---

FY22-077 Bid Tab

FY22-077 Contract

---



**City of Laredo  
Purchasing Division  
LETTER OF AWARD**

August 2, 2022

Mr. Carlos Mata  
Airstream Professional Misting Systems  
6414 McPherson Rd. Ste.#4  
Laredo, Texas 78040

Re:     Lawn Maintenance Services – Parks & Recreation Department  
          Contract FY22-077

Dear Mr. Mata,

This is to inform you that contract FY22-077 was approved by City Council on August 1, 2022. The term of this contract shall be for a period of one year. This contract has three one (1) year extension periods.

**Statutory Requirement to File Form 1295:**

Texas Government Code Section 2252.908 and the Texas Ethics Commission (“TEC”) Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html). You can and email a copy to [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us)

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

A handwritten signature in black ink, appearing to read "Miguel A. Pescador".

Miguel A. Pescador  
Purchasing Agent

Xc:     Purchasing File



**City of Laredo  
Purchasing Division  
RENEWAL NOTICE**

August 21, 2023

Mr. Carlos Mata  
Airstream Professional Misting Systems  
6414 McPherson Rd. Ste. #4  
Laredo, Texas 78040

Re: **Lawn Maintenance Services – Parks & Recreation Department**  
Contract FY22-077  
Extension I

Dear Mr. Mata,

This is to inform you that the contract FY22-077 which was approved by City Council on August 1, 2022 is up for renewal. This is the first of three one year extension periods. Please advise if you wish to renew this contract.

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

Airstream Professional Misting Systems	
Accept	<input checked="" type="checkbox"/>
Reject	<input type="checkbox"/>
Authorized Signature:	
Print Name: Carlos Mata	
Date: 8/22/2023	

**City Council-Regular**

**Meeting Date:** 09/05/2023

**Initiated By:** Rosario Cabello, Deputy City Manager

**Staff Source:** Juan J. Gomez, Parks & Recreation Department Director, Mark DeMay, Finance Department Director, Miguel A. Pescador, Purchasing Agent

---

**SUBJECT**

Consideration to renew annual service contract number FY22-077 with Airstream Professional Misting Systems, Laredo, Texas in an amount of up to \$160,000.00 for lawn maintenance services for various parks & recreation centers. These services shall be purchased on an as-needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution. There was no price increase during the last extension period. This contract can be renewed for two additional one year extension periods, upon mutual agreement of the parties. Funding is available in General Fund-Parks and Recreation Department.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

This contract establishes pricing for the purchase of lawn maintenance services at various Parks & Recreation Centers. There was no price increase during the last extension period. This is the first of three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City.

Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and

contingent upon appropriation of funding therefore. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Parks & Recreation Department.

Current Pricing:

	Airstream Professional Misting
Location	Unit Price/Cycle
Barbara Fasken Recreation Center	\$220.50
Haynes Recreation Center	\$588.00
NE Hillside Recreation Center	\$298.50
Blas Castaneda Park	\$298.50
El Eden Recreation Center	\$367.50
Inner City Aquatic Center	\$588.00
Margarito Benavides/Tarver Recreation Center	\$220.50
Cigarroa Recreation Center	\$220.50
Marcos Aranda/Farias Recreation Center	\$220.50
Market Tennis Court	\$147.00
Dr. Cecilia Moreno Park	\$294.00
Shiloh Crossing Park	\$294.00
Ditch from Dakota to Montana	\$735.00
Four Blocks off IH35	\$588.00

A complete bid tabulation is attached.

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be renewed.

---

**Fiscal Impact**

**Fiscal Year:** 2023

**Budgeted Y/N?:** Yes

**Source of Funds:**

**Account #:** 101-3115-553-2011

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

**FINANCIAL IMPACT:**

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

---

### **Attachments**

FY22-077 Bid Tab

Contract FY22-077

---



**City of Laredo  
Purchasing Division  
LETTER OF AWARD**

September 6, 2023

Mr. Carlos Mata  
Airstream Professional Misting Systems  
6414 McPherson Rd. Ste.#4  
Laredo, Texas 78040

Re:     Lawn Maintenance Services – Parks & Recreation Department  
Contract FY22-077  
Extension I

Dear Mr. Mata,

This is to inform you that the contract renewal for FY22-077 was approved by City Council on September 5, 2023. The term of this contract shall be for a period of one year. This is the first of three extension periods.

✓ As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

A handwritten signature in black ink, appearing to read "Miguel A. Pescador".

Miguel A. Pescador  
Purchasing Agent

Xc:     Purchasing File

# Exhibit A

## Scope of Work

3  
9**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

I have read and understand this section

(Required: Check if applicable)

4  
0**Equipment List**

Yes

(Required: Check if applicable)

**Bid Lines**

1

**Package Header****Section I**

Quantity: 1 UOM: Package

Total: \$

Item Notes: Please submit "0" for unit price

Supplier Notes: \_\_\_\_\_

No bid

Additional notes  
(Attach separate sheet)

**Package Items****1.1 Barbara Fasken Recreation Center**

Perform all services required by these specifications to include but not limited to the collection of trash, debris, litter and mowing trimmings as listed.

Refer to Attachment A for Location

Quantity: 28 UOM: Cycles/Year

Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_

Additional notes  
(Attach separate sheet)

2

**Package Header****Section II**

Quantity: 1 UOM: Package

Total: \$

Item Notes: Please submit "0" for unit price

Supplier Notes: \_\_\_\_\_

No bid

Additional notes  
(Attach separate sheet)

## Package Items

### 2.1 Haynes Recreation Center

Perform all services required by these specifications to include but not limited to the collection of trash, debris, litter and mowing trimmings as listed.

Refer to Attachment A for Location

Quantity: 28 UOM: Cycles/Year

Price:

Total:

Supplier Notes: \_\_\_\_\_

Additional notes  
(Attach separate sheet)

## 3 Package Header

### Section III

Quantity: 1 UOM: Package

Total:

Item Notes: Please submit "0" for unit price

No bid  
 Additional notes  
(Attach separate sheet)

Supplier Notes: \_\_\_\_\_

## Package Items

### 3.1 NE Hillside Recreation Center

Perform all services required by these specifications to include but not limited to the collection of trash, debris, litter and mowing trimmings as listed.

Refer to Attachment A for Location

Quantity: 28 UOM: Cycles/Year

Price:

Total:

Supplier Notes: \_\_\_\_\_

Additional notes  
(Attach separate sheet)

## 4 Package Header

### Section IV

Quantity: 1 UOM: Package

Total:

Item Notes: Please submit "0" for unit price

No bid  
 Additional notes  
(Attach separate sheet)

Supplier Notes: \_\_\_\_\_

## Package Items

### 4.1 Blas Castaneda Park

Perform all services required by these specifications to include but not limited to the collection of trash, debris, litter and mowing trimmings as listed.

Refer to Attachment A for Location

Quantity: 28 UOM: Cycles/Year

Price:

Total:

Supplier Notes: \_\_\_\_\_

Additional notes  
(Attach separate sheet)

## 5 Package Header

### Section V

Quantity: 1 UOM: Package

Total:

Item Notes: Please submit "0" for unit price

No bid  
 Additional notes  
(Attach separate sheet)

Supplier Notes: \_\_\_\_\_

## Package Items

### 5.1 EI Eden Recreation Center

Perform all services required by these specifications to include but not limited to the collection of trash, debris, litter and mowing trimmings as listed.

Refer to Attachment A for Location

Quantity: 28 UOM: Cycles/Year

Price:

Total:

Supplier Notes: \_\_\_\_\_

Additional notes  
(Attach separate sheet)

## 6 Package Header

### Section VI

Quantity: 1 UOM: Package

Total:

Item Notes: Please submit "0" for unit price

No bid  
 Additional notes  
(Attach separate sheet)

Supplier Notes: \_\_\_\_\_

## Package Items

### 6.1 Inner City Aquatic Center & Park

Perform all services required by these specifications to include but not limited to the collection of trash, debris, litter and mowing trimmings as listed.

Refer to Attachment A for Location

Quantity: 28 UOM: Cycles/Year

Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_

Additional notes  
(Attach separate sheet)

## 7 Package Header

### Section VII

Quantity: 1 UOM: Package

Total: \$

Item Notes: Please submit "0" for unit price

No bid

Supplier Notes: \_\_\_\_\_

Additional notes  
(Attach separate sheet)

## Package Items

### 7.1 Margarito Benavides/Tarver Recreation Center

Perform all services required by these specifications to include but not limited to the collection of trash, debris, litter and mowing trimmings as listed.

Refer to Attachment A for Location

Quantity: 28 UOM: Cycles/Year

Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_

Additional notes  
(Attach separate sheet)

## 8 Package Header

### Section VIII

Quantity: 1 UOM: Package

Total: \$

Item Notes: Please submit "0" for unit price

No bid

Supplier Notes: \_\_\_\_\_

Additional notes  
(Attach separate sheet)

## Package Items

### 8.1 Cigarroa Recreation Center

Perform all services required by these specifications to include but not limited to the collection of trash, debris, litter and mowing trimmings as listed.

Refer to Attachment A for Location

Quantity: 28 UOM: Cycles/Year

Price:

Total:

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

Additional notes  
(Attach separate sheet)

## 9 Package Header

### Section XIV

Quantity: 1 UOM: Package

Total:

Item Notes: Please submit "0" for unit price

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

## Package Items

### 9.1 Marcos Aranda/Farias Recreation Center

Perform all services required by these specifications to include but not limited to the collection of trash, debris, litter and mowing trimmings as listed.

Refer to Attachment A for Location

Quantity: 28 UOM: Cycles/Year

Price:

Total:

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

Additional notes  
(Attach separate sheet)

## 10 Package Header

### Section X

Quantity: 1 UOM: Package

Total:

Item Notes: Please submit "0" for unit price

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

## Package Items

### 10.1 Market Tennis Courts

Perform all services required by these specifications to include but not limited to the collection of trash, debris, litter and mowing trimmings as listed.

Refer to Attachment A for Location

Quantity: 28 UOM: Cycles/Year

Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_

Additional notes  
(Attach separate sheet)

## 1 1 Package Header

### Section XI

Quantity: 1 UOM: Package

Total: \$

Item Notes: Please submit "0" for unit price

No bid  
 Additional notes  
(Attach separate sheet)

Supplier Notes: \_\_\_\_\_

## Package Items

### 11.1 Dr. Cecilia Moreno Park

Perform all services required by these specifications to include but not limited to the collection of trash, debris, litter and mowing trimmings as listed.

Refer to Attachment A for Location

Quantity: 28 UOM: Cycles/Year

Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_

Additional notes  
(Attach separate sheet)

## 1 2 Package Header

### Section XII

Quantity: 1 UOM: Package

Total: \$

Item Notes: Please submit "0" for unit price

No bid  
 Additional notes  
(Attach separate sheet)

Supplier Notes: \_\_\_\_\_

## Package Items

### 12.1 Shiloh Crossing Park

Perform all services required by these specifications to include but not limited to the collection of trash, debris, litter and mowing trimmings as listed.

Refer to Attachment A for Location

Quantity: 28 UOM: Cycles/Year

Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_

Additional notes  
(Attach separate sheet)

1  
3

## Package Header

### Section XIII

Quantity: 1 UOM: Package

Total: \$

Item Notes: Please submit "0" for unit price

No bid  
 Additional notes  
(Attach separate sheet)

Supplier Notes: \_\_\_\_\_

## Package Items

### 13.1 Ditch From Dakota to Montana

Perform all services required by these specifications to include but not limited to the collection of trash, debris, litter and mowing trimmings as listed.

Refer to Attachment A for Location

Quantity: 28 UOM: Cycles/Year

Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_

Additional notes  
(Attach separate sheet)

1  
4

## Package Header

### Section XIV

Quantity: 1 UOM: Package

Total: \$

Item Notes: Please submit "0" for unit price

No bid  
 Additional notes  
(Attach separate sheet)

Supplier Notes: \_\_\_\_\_

## Package Items

### 14.1 Four (4) blocks: Victoria, Farragut, Houston & Matamoros Streets (IH35 Highway)

Perform all services required by these specifications to include but not limited to the collection of trash, debris, litter and mowing trimmings as listed.

Refer to Attachment A for Location

Quantity: 28 UOM: Cycles/Year

Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

Additional notes  
(Attach separate sheet)

# Exhibit B

Insurance  
Requirements/Insurance

## Insurance Terms and Conditions

**INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

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

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

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

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

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

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

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

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

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

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

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

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

**(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**

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

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

I agree my insurance meets minimum requirements

*(Required: Check if applicable)*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Grace Juarez	
	PHONE (A/C, No, Ext): (956) 608-3130	FAX (A/C, No): (956) 615-0137
6114 McPherson Road Suite 12 Laredo TX 78041		E-MAIL ADDRESS: gracej@capitalinsa.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Penn America Insurance Co
		INSURER B: State Auto Insurance Companies
		INSURER C: Capitol Indemnity Corporation
		INSURER D: Texas Mutual Insurance Company
		INSURER E:
		INSURER F:
NAIC #		

COVERAGES		CERTIFICATE NUMBER:		CL2441600449		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD	WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	PAV0496289	04/14/2024	04/14/2025	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
OTHER: \$							
B	AUTOMOBILE LIABILITY  ANY AUTO  OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	10128037CA	04/16/2024	04/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	\$						
	\$						
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR  EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE	Y	Y	XS23026074-01	04/14/2024	04/14/2025	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000						
	\$						
	\$						
	\$						
	\$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N  If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0002017586	07/12/2024	07/12/2025	<input checked="" type="checkbox"/> PER STATUTE      OTHER: \$
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
	\$						
	\$						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: FY23-068 Shiloh Crossing & Backwoods Pond Maintenance Ext. I

## CERTIFICATE HOLDER

## CANCELLATION

City of Laredo 5512 Thomas Ave  Laredo TX 78041	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

© 1988-2015 ACORD CORPORATION. All rights reserved.

## Francisco Miranda, Jr

---

**From:** Celia I. Guerrero  
**Sent:** Thursday, August 29, 2024 4:08 PM  
**To:** Griselda Hidalgo  
**Cc:** Patricia Perez  
**Subject:** FW: COI - Airstream Professional Misting dba Four Seasons  
**Attachments:** ACORD Form 20240829-140427.pdf

Good afternoon Paty,

Gemini 2 International, Inc Four Seasons Commercial Services – COI reviewed and verified:

If the City's insurance requirements are included as part of a written contract, or acknowledged as part of the bid specifications, insurance is approved.

Otherwise, insurance requirements need to be included in the PO.

### WRITTEN CONTRACT

Agreement subject to the following insurance requirements and vendor/contractor acknowledgement:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate).
2. Workers' Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
3. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
4. The City of Laredo shall be named as an additional insured with respect to liability policies.
5. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers Compensation, and all liability policies.
6. The City of Laredo needs to be Certificate Holder:

City of Laredo  
1102 Bob Bullock Loop  
Laredo, Tx 78043

Vendor/Contractor Signature: \_\_\_\_\_

Thank you,

*Celia Guerrero*  
City of Laredo  
HR/Risk Management 2<sup>nd</sup> Floor  
1102 Bob Bullock Loop  
Laredo, Texas 78043  
Office: (956)727-6480  
Fax: (956)727-6485

# Exhibit C

## Terms & Conditions

**3  
2 Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**3  
3 Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

I swear or affirm information is correct

*(Required: Check if applicable)*

**3  
4 Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form

*(Required: Check if applicable)*

**3  
5 Terms and Conditions for Request for Bids**

**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City

shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

**2.0 DESCRIPTION OF SUPPLIES** Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

**3.0 SUBMISSION OF BIDS**

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

**4.0 REJECTION OF BIDS** The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

**5.0 WITHDRAWAL OF BIDS** Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE BIDS OR MODIFICATIONS** Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave,

Laredo, TX 78041 [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us) or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) **Protest Procedures:** The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

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

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

## **8.0 BIDDER DISCOUNTS**

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

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

## **9.0 INTENT OF CONTRACT**

a) **ANNUAL SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

## **10.0 AWARD OF CONTRACT**

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

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

***"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."***

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

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorized purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assigned purchase order number to avoid any duplication (2 CFR 200.318 (d)).

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

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

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

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

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

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

## **11.0 PAYMENT & INVOICING**

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

## **12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:**

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

- (a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

I Agree to the Terms and Conditions

*(Required: Check if applicable)*

---

**SUBJECT**

Consideration to renew annual service contract number FY22-077 with Airstream Professional Misting Systems, Laredo, Texas in an annual amount of up to \$160,000.00 for lawn maintenance services for various parks & recreation centers. These services shall be purchased on an as-needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution. There was no price increase during the last extension period. This contract can be renewed for one additional one-year extension period, also at the annual rate of \$160,000, upon mutual agreement of the parties. Funding is available in General Fund-Parks and Recreation Department.

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

This item was approved by City Council on September 5, 2023. This contract establishes pricing for the purchase of lawn maintenance services at various Parks & Recreation Centers. There was no price increase during the last extension period. This is the second of three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year period. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed 3 months. Said month-to-month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Parks & Recreation Department.

Current Pricing:

Airstream Professional Misting

Location	Unit Price/Cycle
Barbara Fasken Recreation Center	\$220.50
Haynes Recreation Center	\$588.00
NE Hillside Recreation Center	\$298.50

Blas Castaneda Park	\$298.50
El Eden Recreation Center	\$367.50
Inner City Aquatic Center	\$588.00
Margarito Benavides/Tarver Recreation Centers	\$220.50
Cigarroa Recreation Center	\$220.50
Marcos Aranda/Farias Recreation Center	\$220.50
Market Tennis Court	\$147.00
Dr. Cecilia Moreno Park	\$294.00
Shiloh Crossing Park	\$294.00
Ditch from Dakota to Montana	\$735.00
Four Blocks off IH35	\$588.00

A complete bid tabulation is attached.

#### **COMMITTEE RECOMMENDATION**

None

#### **STAFF RECOMMENDATION**

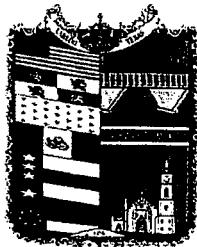
It is recommended that this contract be renewed.

#### **Fiscal Impact**

Fiscal Year:	2025
Budgeted Y/N?:	Yes
Source of Funds:	Click or tap here to enter text.
Account #:	101-3115-553-2011
Change Order: Exceeds 25% Y/N:	N/A

#### **FINANCIAL IMPACT:**

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



**City of Laredo  
Purchasing Division  
Renewal Notice**

October 30, 2024

Mr. Carlos Mata  
Airstream Professional Misting Systems  
6414 Mcpherson Rd. Ste. #4  
Laredo, TX. 78040

Re: Lawn Maintenance Services  
Contract: FY22-077  
Extension II

Dear Mr. Carlos Mata,

Contract for Lawn Maintenance Services for the City of Laredo Parks & Recreation Department was approved by City Council on August 1, 2022. This award provided for the possible extension of this contract for (3) three additional, (1) one-year periods. This is the second extension.

Please indicate your desire to request a contract extension with no price increase. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If there are any questions regarding the renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata  
Purchasing Agent

Xc: Purchasing File

Airstream Professional Misting Systems

Request a contract extension

Not request a contract extension

Authorized Signature:

Print Name: Carlos Mata

Date: 10/30/2024



## City of Laredo Purchasing Division Renewal Notice

October 30, 2024

Mr. Carlos Mata  
Airstream Professional Misting Systems  
6414 Mcpherson Rd. Ste. #4  
Laredo, TX. 78040

Re: Lawn Maintenance Services

Contract: FY22-077  
Extension II

Dear Mr. Carlos Mata,

Contract for Lawn Maintenance Services for the City of Laredo Parks & Recreation Department was approved by City Council on August 1, 2022. This award provided for the possible extension of this contract for (3) three additional, (1) one-year periods. This is the second extension.

Please indicate your desire to request a contract extension with no price increase. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If there are any questions regarding the renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

A blue ink signature of Jaime E. Zapata.

Jaime E. Zapata  
Purchasing Agent

Xc: Purchasing File

Airstream Professional Misting Systems

Request a contract extension \_\_\_\_\_

Not request a contract extension \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



**City of Laredo  
Purchasing Division  
LETTER OF AWARD**

September 6, 2023

Mr. Carlos Mata  
Airstream Professional Misting Systems  
6414 McPherson Rd. Ste.#4  
Laredo, Texas 78040

Re:   Lawn Maintenance Services – Parks & Recreation Department  
Contract FY22-077  
Extension I

Dear Mr. Mata,

This is to inform you that the contract renewal for FY22-077 was approved by City Council on September 5, 2023. The term of this contract shall be for a period of one year. This is the first of three extension periods.

✓ As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

A handwritten signature in blue ink, appearing to read "Miguel A. Pescador".

Miguel A. Pescador  
Purchasing Agent

Xc:   Purchasing File

**City Council-Regular**

**Meeting Date:** 09/05/2023

**Initiated By:** Rosario Cabello, Deputy City Manager

**Staff Source:** Juan J. Gomez, Parks & Recreation Department Director, Mark DeMay, Finance Department Director, Miguel A. Pescador, Purchasing Agent

---

**SUBJECT**

Consideration to renew annual service contract number FY22-077 with Airstream Professional Misting Systems, Laredo, Texas in an amount of up to \$160,000.00 for lawn maintenance services for various parks & recreation centers. These services shall be purchased on an as-needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution. There was no price increase during the last extension period. This contract can be renewed for two additional one year extension periods, upon mutual agreement of the parties. Funding is available in General Fund-Parks and Recreation Department.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

This contract establishes pricing for the purchase of lawn maintenance services at various Parks & Recreation Centers. There was no price increase during the last extension period. This is the first of three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City.

Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and

contingent upon appropriation of funding therefore. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Parks & Recreation Department.

Current Pricing:

Location	Airstream Professional Misting	Unit Price/Cycle
Barbara Fasken Recreation Center		\$220.50
Haynes Recreation Center		\$588.00
NE Hillside Recreation Center		\$298.50
Blas Castaneda Park		\$298.50
El Eden Recreation Center		\$367.50
Inner City Aquatic Center		\$588.00
Margarito Benavides/Tarver Recreation Center		\$220.50
Cigarroa Recreation Center		\$220.50
Marcos Aranda/Farias Recreation Center		\$220.50
Market Tennis Court		\$147.00
Dr. Cecilia Moreno Park		\$294.00
Shiloh Crossing Park		\$294.00
Ditch from Dakota to Montana		\$735.00
Four Blocks off IH35		\$588.00

A complete bid tabulation is attached.

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be renewed.

---

**Fiscal Impact**

**Fiscal Year:** 2023

**Budgeted Y/N?:** Yes

**Source of Funds:**

**Account #:** 101-3115-553-2011

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

**FINANCIAL IMPACT:**

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

---

### **Attachments**

FY22-077 Bid Tab

Contract FY22-077

---



**City of Laredo  
Purchasing Division  
RENEWAL NOTICE**

August 21, 2023

Mr. Carlos Mata  
Airstream Professional Misting Systems  
6414 McPherson Rd. Ste.#4  
Laredo, Texas 78040

Re: **Lawn Maintenance Services – Parks & Recreation Department  
Contract FY22-077  
Extension I**

Dear Mr. Mata,

This is to inform you that the contract FY22-077 which was approved by City Council on August 1, 2022 is up for renewal. This the first of three one year extension periods. Please advise if you wish to renew this contract.

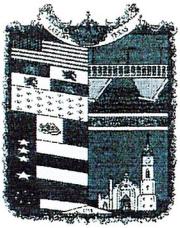
If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

Airstream Professional Misting Systems	
Accept	<input checked="" type="checkbox"/>
Reject	<input type="checkbox"/>
Authorized Signature:	
Print Name: Carlos Mata	
Date: 8/22/2023	



## City of Laredo Purchasing Division RENEWAL NOTICE

August 21, 2023

Mr. Carlos Mata  
Airstream Professional Misting Systems  
6414 McPherson Rd. Ste.#4  
Laredo, Texas 78040

Re:     Lawn Maintenance Services – Parks & Recreation Department  
Contract FY22-077  
Extension I

Dear Mr. Mata,

This is to inform you that the contract FY22-077 which was approved by City Council on August 1, 2022 is up for renewal. This is the first of three one year extension periods. Please advise if you wish to renew this contract.

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

A handwritten signature in blue ink, appearing to read "Miguel A. Pescador".

Miguel A. Pescador  
Purchasing Agent

Xc:     Purchasing File

Airstream Professional Misting Systems

Accept \_\_\_\_\_ Reject \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



## City of Laredo Purchasing Division LETTER OF AWARD

August 2, 2022

Mr. Carlos Mata  
Airstream Professional Misting Systems  
6414 McPherson Rd. Ste.#4  
Laredo, Texas 78040

Re:     Lawn Maintenance Services – Parks & Recreation Department  
          Contract FY22-077

Dear Mr. Mata,

This is to inform you that contract FY22-077 was approved by City Council on August 1, 2022. The term of this contract shall be for a period of one year. This contract has three one (1) year extension periods.

**Statutory Requirement to File Form 1295:**

Texas Government Code Section 2252.908 and the Texas Ethics Commission (“TEC”) Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html). You can and email a copy to [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us)

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

A handwritten signature in blue ink, appearing to read "Miguel A. Pescador".

Miguel A. Pescador  
Purchasing Agent

Xc:     Purchasing File

**City Council-Regular**

**Meeting Date:** 08/01/2022

**Initiated By:** Riazul Mia, Assistant City Manager

**Staff Source:** Juan J. Gomez, Parks & Recreation Department Director, Miguel A. Pescador, Purchasing Agent

---

**SUBJECT**

Consideration to award service contract number FY22-077 to the low bidder Airstream Professional Misting Systems, Laredo, Texas in the amount of up to \$160,000.00 for lawn maintenance services for various Parks & Recreation centers. These services shall be purchased on an as-needed basis by the Parks and Recreation Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract can be renewed for three (3) additional one (1) year extension periods, upon mutual agreement of the parties. Funding is available in General Fund-Parks and Recreation Department.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City received five (5) bids through Cit-E-Bid for awarding a contract for the purchase of lawn maintenance services at various Parks & Recreation Centers. Staff is recommending that this contract be awarded to the low bidder Airstream Professional Misting Systems.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for five, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Parks & Recreation Department.

Pricing Summary:

	Airstream Professional Misting	WCD Enterprises	Tovar Landscaping	Olympia Landscape Development	ABBA Construction
Location	Unit Price/Cycle	Unit Price/Cycle	Unit Price/Cycle	Unit Price/Cycle	Unit Price/Cycle
Barbara Fasken Recreation Center	\$ 220.50	\$ 380.00	\$ 350.00	\$ 600.00	\$ 2,590.00
Haynes Recreation Center	\$ 588.00	\$ 500.00	\$ 350.00	\$ 600.00	\$ 2,665.89
NE Hillside Recreation Center	\$ 298.50	\$ 300.00	\$ 350.00	\$ 375.00	\$ 1,285.00
Blas Castaneda Park	\$ 298.50	\$ 300.00	\$ 350.00	\$ 450.00	\$ 1,489.00
EI Eden Recreation Center	\$ 367.50	\$ 300.00	\$ 350.00	\$ 450.00	\$ 1,290.00
Inner City Aquatic Center	\$ 588.00	\$ 450.00	\$ 350.00	\$ 700.00	\$ 2,225.00
Margarito Benavides/Tarver Recreation Center	\$ 220.50	\$ 250.00	\$ 350.00	\$ 450.00	\$ 1,145.00
Cigarroa Recreation Center	\$ 220.50	\$ 160.00	\$ 350.00	\$ 450.00	\$ 985.00
Marcos Aranda/Farias Recreation Center	\$ 220.50	\$ 320.00	\$ 350.00	\$ 525.00	\$ 1,825.00
Market Tennis Court	\$ 147.00	\$ 130.00	\$ 350.00	\$ 300.00	\$ 1,275.00
Dr. Cecilia Moreno Park	\$ 294.00	\$ 225.00	\$ 350.00	\$ 450.00	\$ 1,975.00
Shiloh Crossing Park	\$ 294.00	\$ 350.00	\$ 350.00	\$ 450.00	\$ 1,195.00
Ditch from Dakota to Montana	\$ 735.00	\$ 800.00	\$ 350.00	\$ 1,000.00	\$ 3,200.00
Four Blocks off IH35	\$ 588.00	\$ 800.00	\$ 1,500.00	\$ 900.00	\$ 2,775.00

A complete bid tabulation is attached.

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be approved.

### **Fiscal Impact**

**Fiscal Year:** 2022  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 101-3115-553-2010

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

#### **FINANCIAL IMPACT:**

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

---

### **Attachments**

FY22-077 Bid Tab

FY22-077 Contract

---

## **CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**  
**CERTIFICATION OF FILING**

**Certificate Number:**  
2022-918636

Date Filed:  
08/04/2022

**Date Acknowledged:**  
08/05/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

## Airstream Professional Misting Systems Laredo, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

## City of Laredo Purchasing

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY22-077

## Lawn Maintenance Services - Park & Rec. Centers

**5 Check only if there is NO Interested Party.**

1

## 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)