



FY24-ENG-35 Addendum 2

Zertuche Construction Texas LLC

Supplier Response

Event Information

Number: FY24-ENG-35 Addendum 2
Title: "Clark Beautification Phase 2 – District IV"
Type: Request For Bid
Issue Date: 6/18/2024
Deadline: 7/10/2024 04:00 PM (CT)
Notes: Bidders are strongly encouraged to submit their Request for Bid electronically through the use of Cit-E-Bid or in person - hand delivery. Bids without the required check or original bond will NOT be considered. Mailed responses (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile responses will NOT be considered. Copies of the construction plans and specifications may be viewed and/or downloaded free of charge from the City of Laredo website at: <https://www.cityoflaredo.com/>
<https://cityoflaredo.ionwave.net/>

Construction Companies are strongly encouraged to submit their Request for Bid electronically through the use of Cit-E-Bid and you must register as a supplier/consultant prior to

submitting. If bidder needs to hand-deliver sealed Request For Bid, please follow the steps below:

MANUAL REQUEST FOR BID DROP OFF-PROCEDURES

Note: Manual Bids will be accepted up to the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00 P.M., bids will be accepted up to 3:45 P.M. of the date due.

1. Please make sure that the bid is in a sealed envelope marked with the following:

- Request for Bid Title
- Name of Company submitting Bid
- Address of Company submitting Bid
- Phone number of Company submitting Bid

2. Please notify security officer that you are there to drop off an Request for Bid with the City Secretary's office. The security officer will notify the City Secretary's office and one of our staff members will go downstairs to receive the package.

3. All persons should wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you. **(We highly recommend persons to wait to receive a copy of the time-stamped envelope.)**

Thank you for your understanding and help at this time of trying to stay healthy and safe.

Contact Information

Contact: Ramon E. Chavez, P.E.
Address: 1110 Houston St. (2nd Floor)
Laredo, TX 78040
Phone: (956) 791-7346
Email: rchavez@ci.laredo.tx.us

Zertuche Construction Texas LLC Information

Contact: Ramon Zertuche II
Address: 107 Calle del Norte Ste 4
Laredo, TX 78041
Phone: (956) 763-6619
Email: rz2@zertucheconstruction.com
Web Address: www.zertucheconstruction.com

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

Ramon Zertuche II

Signature

Submitted at 7/10/2024 03:16:31 PM (CT)

mary@zertucheconstruction.com

Email

Requested Attachments

Notice to Bidders

Bidders shall review and be familiar with this information.

FY24-ENG-35.pdf

39.0 TAB A - COMPANY INFORMATION QUESTIONNAIRE

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

39.0 TAB A - Company Information
Questionnaire.pdf

40.0 TAB B - Conflict of Interest Disclosure

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

40.0 TAB B - Conflict of Interest
Disclosure.pdf

41.0 Tab C - Non-Collusive Affidavit

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

41.0 TAB C - Non-Collusive
Affidavit.pdf

42.0 Tab D - Discretionary Contracts Disclosure

This form shall be submitted by all firm(s) or entity(ies) seeking a contract with the City of Laredo.

42.0 TAB D - Discretionary
Contracts Disclosure.pdf

43.0 Tab E - Certificate of Interested Parties (Form 1295)

Form 1295 must be submitted to the Texas Ethics Commission within ten (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.

43.0 TAB E - Certificate of
Interested Parties Form 1295.pdf

FY24-ENG-35 Construction Plans

Bidders shall review and be familiar with this information.

Clark Beautification Phase II
Signed Plans.pdf

FY24-ENG-35 Specification book

Bidders shall review and include all required documents as part of the bid package.

Signed Spec Book.pdf

Addendum No. 1

Bidders shall review and acknowledge Addendum No.1

ADDENDUM No. 1.pdf

A-5 Proposal

Please review updated Bid Schedule.

A-5 Propoal Bid Documents.pdf

Clark Beautification - sheet 3

Please review updated sheet 3.

Clark Beautification Phase II
Signed Plans.pdf

Bidders shall review and acknowledge Addendum No. 2

Bid Attributes

1 1.0 GENERAL TERMS AND CONDITIONS FOR REQUEST FOR BID

Interested Respondents or Bidders are required to submit a Request for Bid (RFB) 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 of Laredo shall not be cause to alter the original contract or for a bidder to request additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the services being requested. 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 bidder. (c) Bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB, as well as in the performance of the contract. (d) Bidders are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. (e) The City of Laredo reserves the right to reject any RFB (submittals). (f) The City of Laredo will not reimburse any firm for any costs involved in the preparation and submission of an RFB, amendments or other relevant documents associated with the RFB.

☒ I agree to the General Terms and Conditions

2 2.0 PREPARATION OF SUBMITTALS

Submittals shall be prepared in accordance with the following:

(a) **Bidders are strongly encouraged to submit their proposals electronically through the use of the City of Laredo's electronic procurement system: *Cit-E-Bid***, or in-person – hand-delivered to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas 78040. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (b) If hand-delivered, all information required by the Request For Bid shall be furnished. The bidder shall print or type the business name and manually sign the schedule. (c) Alternate Proposals will not be considered unless authorized by the invitation for submittals or any applicable addendum.

☒ I have read and understand this section

3 3.0 SUBMISSION OF BIDS

(a) Request for Bid (RFB) and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the opening. (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas, 78040. (c) RFB forms can be downloaded and printed through Cit-E-Bid. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (d) 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.

☒ I have read and understand this section

4 4.0 REJECTION OF REQUEST FOR BID

The City may reject a Request For Bid (RFB) if:

(a) Bidder misstates or conceals any material fact in the RFB. (b) RFB does not strictly conform to the law or the requirements of the RFB. (c) Bidder is delinquent in the payment of taxes, including state and local, City of Laredo taxes; a bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (d) No RFB 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. The bidder will submit such reports as the City may, therefore, require assuring compliance with said practices. (e) The City may reject all RFB's or any part of an RFB whenever it is deemed necessary.

☒ I have read and understand this section

5 5.0 WITHDRAWAL OF REQUEST OF BID

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

☒ I have read and understand this section

6 6.0 LATE SUBMITTALS OR MODIFICATIONS

RFB's and modifications received after the time set for the bid or proposal receiving deadline will **not** be considered. Late bids or submittals shall be returned to the bidder or vendor unopened.

☒ I have read and understand this section

7 7.0 CLARIFICATIONS OR OBJECTION TO REQUEST FOR BID (RFB/Submittal)

If any person contemplating submitting an RFB for this contract is in doubt as to the true meaning of the specifications, or other RFB documents or any part thereof, they may submit to the City Purchasing Agent or City Engineer. All requests for information shall be made in writing through email or Question & Response section on Cit-E-Bid system no later than the Question Deadline date to : CITY OF LAREDO PURCHASING AGENT - 5512 Thomas Avenue Laredo, TX 78041; and/or CITY ENGINEER Ramon E. Chavez, P.E., 1110 Houston St., Laredo, TX 78040; email: rchavez@ci.laredo.tx.us. Any bidder submitting questions shall make reference to a specific RFB number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent or City Engineer 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 interpretations of the RFB during the RFB process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document.

PROTEST

The following sequence of activities must take place in filing a protest:

(a) To be performed by protesting Respondent: Within ten (10) calendar days prior to the time that the City Council considers the recommendation of the City's evaluation committee, the protesting Respondent must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest. (b) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting Respondent of the decision. (c) If the protesting Respondent is not satisfied with the decision of the City Purchasing Officer, such protesting Respondent may appeal to the City Manager of the City of Laredo. If the protesting Respondent 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. (d) All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

The respondents must agree to maintain current, updated disclosure of information on file with the City's Purchasing Office throughout the term of the contract.

Respondents doing business with the City of Laredo shall comply with all applicable provisions of the City of Laredo's Code of Ethics. **Ordinance No. 2012-0-126 (as amended).**

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

The City will require several forms to be submitted as part of their bids; these required forms are listed on section **20.0 Checklist (required forms)**.

☒ I have read and understand this section

8 8.0 AWARD OF CONTRACT

The selection and award shall be based on the basis of being the lowest responsive responsible bidder, demonstrated competence and qualifications to perform the services. The bidder or vendor shall bear the burden of proof of compliance with the City of Laredo Engineering Department specifications.

☒ I have read and understand this section

9 9.0 PAYMENTS & INVOICING

All invoices to the City of Laredo have a 30-day term from receipt of completion of services. All invoices shall be mailed to the **Engineering Department, 1110 Houston St., City Hall (2nd Floor), Laredo, Texas 78040**. Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to jjolly@ci.laredo.tx.us. For more information, please contact **Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7328**.

☒ I have read and understand this section

10 10.0 CONTRACT REQUIREMENTS

(a) CODE OF ETHICS - Consultants, firms, contractor or vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance 2012-O-126 as amended) Consultants, firms, contractor or vendors may be required to participate in Code of Ethics training.

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

(c) COMPANY INFORMATION QUESTIONNAIRE (Form Attached: Section 39.0-Tab A) - This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.

(d) CONFLICT OF INTEREST DISCLOSURE (Form Attached: Section 40.0-Tab B) - This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.

(e) NON-COLLUSIVE AFFIDAVIT (Form Attached: Section 41.0-Tab C) - The City of Laredo requires consultants, firms, contractors, and vendors to submit a Non-Collusive Affidavit. Consultants, firms, contractors, or vendors will be required to state that the party submitting a SOQ, proposal or bid, that such SOQ, proposal or bid is genuine and not collusive or sham; that said respondent or bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other respondent or bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other respondent or bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said response, proposal or bid are true.

(f) DISCRETIONARY CONTRACTS DISCLOSURE (Form Attached: Section 42.0-Tab D)

This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.

(g) CERTIFICATE OF INTERESTED PARTIES (Form 1295) (Form Attached: Section 43.0-Tab E)

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

(h) TITLE VI ASSURANCE

The Engineering Department for the City of Laredo along with the Texas Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. ss 2000d to 2000d-4) and the Regulations, hereby notifies all providers that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Statements of Qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

(i) INSURANCE REQUIREMENTS

Contractor shall provide and continuously maintain the minimum insurance coverage set forth below during the term of its agreement with the City of Laredo; and Contractor shall require its subcontractors to purchase the same types and amounts of insurance, at a minimum, as set forth below with respect to statutory workers' compensation and liability insurance.

1. Commercial general liability standard ISO 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 (\$2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.

2. Workers' compensation insurance at statutory limits, including employers' liability coverage at 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 a minimum combined single limit of \$1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.

4. Umbrella liability or following-form excess liability at minimum limits, reference page four for project costs over \$1,000,000. Coverage must be at least as broad as the underlying commercial general liability, auto liability, and employer's liability.

5. Pollution Legal Liability if applicable:

a) Project costs of \$1,000,000 to \$10,000,000 and over \$10,000,000; reference page four for limits.

b) Contractors Pollution Liability:

>Applies to operations that include the use, application, or consumption of pollutants.

>Retro date shall not be later than the inception date of contract.

>Contractual liability coverage to be included in contractor's pollution liability coverage.

c) Environmental Liability:

a. Applies to asbestos and removal of other hazardous materials and/or repair, maintenance, installation, construction operations that are high hazard.

> \$5,000,000 per-claim/\$10,000,000 aggregate minimum.

> Retro date shall not be later than the inception date of contract.

> Contractual liability coverage to be included in contractor's pollution liability coverage.

> At a minimum, coverage must apply to on-premises and transit operations.

6. Professional liability applies to professional services which include but are not limited to design build

contractors, engineers, and architects at minimum limits of \$1,000,000 per-claim/\$2,000,000 annual aggregate. The retro date shall not be later than the inception date of the contract. Reference page four for limits based on project cost.

7. Builders Risk if applicable:

- a) "All-risk" including collapse, flood, and earthquake, to be written on completed value form.
- b) Coverage to include limits of at least \$250,000 for off-premises storage and transit of construction materials. Soft costs to be included at a minimum limit of \$500,000.
- c) Thirty (30)-day occupancy clause to apply.
- d) No testing exclusion should apply.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. City of Laredo shall be named as an additional insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverage, except for the professional liability and workers' compensation.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of City of Laredo shall be contained in all policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that City of Laredo will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
6. The additional insured coverage in the CGL policy in favor of City of Laredo must apply to the ongoing operations of Contractor for contract costs or up to \$1,000,000 and expanded to include products completed operation for contract costs in excess of \$1,000,000.
7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to City of Laredo with a minimum *A.M Best* financial rating of A-:VII.
10. Coverage for commercial general liability, professional liability, and pollution legal liability must be maintained for at least one (1) to two (2) years after the project is completed.
11. For projects in excess of \$10,000,000 in cost, a per-project aggregate limit must be included in the commercial general liability.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to City of Laredo within five (5) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

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

Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City of Laredo to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

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

All of the above insurance provisions and limits are the minimum requirements, as referenced, and may be modified at the sole discretion of the City of Laredo.

BONDS

Bonds are required for public works contracts under the following circumstance:

1. A Bid or Proposal Bond is required in the amount of the bid submitted to the City of Laredo.
2. Performance Bond when the contract is in excess of \$100,000, in a personal sum equal to 100% of the contract cost.
3. Payment or Labor and Material Bond when a contract is in excess of \$50,000, each in a personal sum equal to 100% of the contract cost.

**CITY OF LAREDO
INSURANCE PROVISIONS AND LIMITS**

CONTRACT COST	TYPE OF INSURANCE	LIMITS
Less than \$1,000,000	Umbrella Liability Professional Liability	Not Required \$1,000,000 Per-Claim \$2,000,000 Aggregate
\$1,000,000 to \$5,000,000	Umbrella Liability Professional Liability	\$4,000,000 Per-Occ \$1,500,000 Per-Claim \$3,000,000 Aggregate
\$5,000,000 to \$10,000,000	Umbrella Liability Professional Liability	\$9,000,000 to \$10,000,000 Per-Occ \$1,500,000 Per-Claim/ \$3,000,000 Aggregate to \$2,000,000 Per-Claim/ \$4,000,000 Aggregate
Over \$10,000,000	Umbrella Liability Professional Liability	\$10,000,000 or Higher \$2,000,000 Per-Claim/ \$4,000,000 Aggregate or Higher
\$1,000,000 to \$10,000,000	Contractor's Pollution Legal Liability	\$1,000,000 Per-Claim/ \$2,000,000 Aggregate
Over \$10,000,000	Contractor's Pollution Legal Liability	\$2,000,000 Per-Claim/ \$4,000,000 Aggregate
TAIL COVERAGE		
\$1,000,000 to \$5,000,000	Commercial General Liability Professional Liability, and Pollution Legal Liability	One (1) Year
Over \$5,000,000	Commercial General Liability Professional Liability, and Pollution Legal Liability	Two (2) Years
Any Contract Size	Hazardous Environmental Work	Two (2) Years

	☒ I have read and understand this section
11	11.0 SCOPE OF WORK This project consists of landscaping and concrete median improvements along Clark Boulevard beginning from Arkansas Avenue to Meadow Avenue in accordance with AASHTO and the Texas Manual on Uniform Traffic Control Devices for Streets and Highways. ☒ I have read and understand this section
12	12.0 BID OR PROPOSAL PREPARATION COST The City of Laredo will not reimburse any proposer for any costs involved in the preparation and submission of bids, proposals, amendments or other relevant documents associated with the RFB. ☒ I have read and understand this section
13	13.0 TERM OF AGREEMENT Construction contract time for the project is (60) working days. ☒ I have read and understand this section
14	14.0 GENERAL CONDITIONS Interested bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB proposal, as well as in the performance of the contract. Information contained in this document should not be considered all-inclusive. All questions or clarification regarding this RFB proposal request must be submitted to in writing to the City of Laredo Engineering and/or Purchasing Department on or before question deadline scheduled. All questions shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. City of Laredo Engineering Department 1110 Houston St. Laredo, Texas 78040 (956) 791-7346 Each question, along with the City's response will be provided in writing to all prospective bidders and included as an addendum to the RFB document. Any verbal communication regarding this request for qualifications will be considered non-binding on either party. ☒ I have read and understand this section
15	15.0 ADDITIONAL DISCUSSIONS When determining the need for additional discussions following bid submission and evaluation, the City will determine based upon State procedures and the size and complexity of a project, the need for additional discussions following bid submission and evaluation. ☒ I have read and understand this section

16.0 TENTATIVE SCHEDULE FOR PROJECT AWARD

1st Advertisement date: June 16, 2024
2nd Advertisement date: June 23, 2024
Pre-Bid Conference: June 26, 2024
Questions Deadline: June 28, 2024
Bid Due Date: July 10, 2024
Anticipated City Council Award: August 5, 2024

Footnote: The City of Laredo reserves the right to adjust time and dates on above projected schedule if it's in the best interest of the City of Laredo. Contract awards will be awarded upon funding availability.

☒ I have read and understand this section

17.0 SPECIAL ACCOMMODATIONS

To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting. Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: Special Accommodations, **FY24-ENG-35 "Clark Beautification Phase 2 – District IV"** To request special accommodations pursuant to the Language Assistance Plan (LAP), for those with limited English proficiency who need the RFB or other information translated into another language please notify the contact shown below. Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: Language Assistance Request, **FY24-ENG-35 "Clark Beautification Phase 2 – District IV"**.

☒ I have read and understand this section

18.0 DISQUALIFICATION AND DEBARMENT CERTIFICATION

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

☒ I have read and understand this section

19.0 DISPOSITION OF SUBMITTALS / TEXAS PUBLIC INFORMATION ACT ADHERENCE

All bids or submittals and/or any portions thereof become the property of City upon receipt and will not be returned. Any information deemed to be confidential by bidder should be clearly noted on the page(s) where confidential information is contained. However, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by bidder may not be considered confidential under Texas law, or pursuant to a court order. The City of Laredo, by Records Management Ordinance No. 91-O-19, manages records from their creation to their ultimate disposition, consistent with the Texas Local Government Records Act and accepted records management practice; the City also follows the records retention guidelines set out by the Texas State Library and Archives Commission (TSLAC).

☒ I have read and understand this section

20.0 REQUIRED FORMS AND CONTENTS OF RFB SUBMISSION

For an RFB to be considered it must contain the following information:

CHECKLIST

39.0 Tab A - Company Information Questionnaire

40.0 Tab B - Conflict of Interest Disclosure

41.0 Tab C - Non-Collusive Affidavit

42.0 Tab D - Discretionary Contracts Disclosure

43.0 Tab E - Certificate of Interested Parties (Form 1295)

Request for Bid Response

Addendum No. 1

Addendum No. 2

Bids without the required check or original bond will NOT be considered.

☒ I have read and understand this section

Bid Lines**1 Package Header**

Base Bid

Quantity: 1 UOM: LS Total: \$953,960.53

Package Items

1.1 Furnish all labor, equipment, and material to Excavate, Clearing and Grubbing, and Haul Off as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place.

Quantity: 1 UOM: LS Price: \$18,154.36 Total: \$18,154.36

1.2 Furnish all labor, equipment, maintenance, and material to plant 2" caliper and between 8'-10' height live oak trees as per city specifications, to include all labor materials, tools, equipment, maintenance, etc. Complete in place

Quantity: 98 UOM: EA Price: \$695.90 Total: \$68,198.20

1.3 Furnish all labor, equipment, traffic control, and material to maintain the Clark Blvd. median for 3 years with a 2 year renewal option as per city specifications to include all labor, materials, tools equipment, maintenance, etc. Total payment to be divided into equal monthly installments for its duration. Complete in place

Quantity: 3 UOM: YRS Price: \$60,466.20 Total: \$181,398.60

1.4 Furnish all labor, equipment, traffic control and material to maintain and irrigate using a (TreeGator or approved equal) all vegetation on median for 3 years with a 2 year renewal option as per city specifications to include all labor, materials, tools equipment, maintenance, etc. Total payment to be divided into equal monthly installments for its duration. Complete in place

Quantity: 3 UOM: YRS Price: \$212,636.90 Total: \$637,910.70

1.5 Furnish all labor, equipment, and material to install weed barrier for each tree as per city specifications to include all labor, materials, tools, equipment, etc. Complete in place

Quantity: 98 UOM: EA Price: \$33.40 Total: \$3,273.20

1.6 Furnish all labor, equipment, and material to install (2) anchoring stakes for each tree as per city specifications to include all labor, materials, tools, equipment, maintenance, etc. Complete in place

Quantity: 196 UOM: EA Price: \$86.99 Total: \$17,050.04

1.7 Furnish all labor, equipment, and material to install mulch for each tree as per city specifications to include all labor, materials, tools, equipment, maintenance, etc. Complete in place

Quantity: 98 UOM: EA Price: \$54.55 Total: \$5,345.90

1.8 Provide traffic control as necessary per city specifications to include all labor, materials, tools, equipment, etc. Complete in place

Quantity: 1 UOM: LS Price: \$17,629.53 Total: \$17,629.53

1.9 Contingency Allowance

Quantity: 1 UOM: LS Price: \$5,000.00 Total: \$5,000.00

2 Package Header

ALTERNATES

(Line excluded from response total)

Quantity: 1 UOM: LS Total: \$21,314,655.25

Package Items

2.1 ALTERNATE #1 -ADD

Furnish all labor, equipment, maintenance, and material to plant 2" caliper and between 8'-10' height white oak trees as per city specifications, to include all labor materials, tools, equipment, maintenance, etc. Complete in place

Quantity: 98 UOM: EA Price: \$58,800.00 Total: \$5,762,400.00

2.2 ALTERNATE #2 -ADD

Furnish all labor, equipment, maintenance, and material to plant 2" caliper and between 8'-10' height American Sycamore trees as per city specifications, to include all labor materials, tools, equipment, maintenance, etc. Complete in place

Quantity: 98 UOM: EA Price: \$58,800.00 Total: \$5,762,400.00

2.3 ALTERNATE #3 -ADD

Furnish all labor, equipment, maintenance, and material to plant 2" caliper and between 8'-10' height Chinese Pistache trees as per city specifications, to include all labor materials, tools, equipment, maintenance, etc. Complete in place

Quantity: 98 UOM: EA Price: \$58,800.00 Total: \$5,762,400.00

2.4 ALTERNATE #4 - ADD

Furnish all labor, equipment, maintenance, and material to plant 3" caliper and between 12'-14' height live oak trees as per city specifications, to include all labor materials, tools, equipment, maintenance, etc.
Complete in place

Quantity: 98 UOM: EA Price: \$22,540.00 Total: \$2,208,920.00

2.5 ALTERNATE #5 - ADD

and material to maintain the Clark Blvd. median for 5 years with a 2 year renewal option as per city specifications to include all labor, materials, tools equipment, maintenance, etc. Total payment to be divided into equal monthly installments for its duration. Complete in place

Quantity: 5 UOM: YRS Price: \$110,707.05 Total: \$553,535.25

2.6 ALTERNATE #6 - ADD

Furnish all labor, equipment, traffic control and material to maintain and irrigate using a (TreeGator or approved equal) all vegetation on median for 5 years with a 2 year renewal option as per city specifications to include all labor, materials, tools equipment, maintenance, etc. Total payment to be divided into equal monthly installments for its duration. Complete in place

Quantity: 5 UOM: YRS Price:

\$253,000.00

 Total:

\$1,265,000.00

Response Total: \$953,960.53